



# Account Opening General Agreement

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## Precautions on Account Opening

- I. Deposit and trust accounts (inclusive of Non-discretionary money trust and Semi-discretionary collectively managed money trust) prior to this application shall be governed by the stipulations of this Agreement.
- II. Following signing this application, any modifications to the aforementioned services or any requests to open additional deposit accounts (inclusive of New Taiwan Dollar, Foreign Currency, Trust, and Gold Passbook accounts) with Bank SinoPac shall be subject to the relevant clauses of this Agreement, negating the necessity for separate identical contractual agreements.
- III. The Client acknowledges a comprehensive understanding of, and consents to, the provisions outlined in the prospectuses and operational guidelines attached to various deposit types of Bank SinoPac, which form an integral part of this Agreement. The Client agrees that Bank SinoPac is entitled to modify this Agreement as necessary, including the introduction of new products, alteration of service items, adjustment of service charges, or amendment of mutually agreed items, and to display the revised Agreement at business premises for perusal and on the Bank SinoPac website as an alternative to direct notification, to which the Client agrees to adhere.
- IV. The Client shall bear the responsibility for remitting the penalty fee (for dishonored checks) as mandated by Taiwan Clearing House. Bank SinoPac reserves its right to deduct the said fees from the Client's checking account or any other deposit accounts held at Bank SinoPac, or to demand from the Client an equivalent sum. In instances of contravention of the checking account agreement terms with Bank SinoPac, Bank SinoPac may terminate its business relations with the Client, who must then promptly return any remaining unused checks to Bank SinoPac.
- V. The Client shall thoroughly review and comprehend the notification clauses under Paragraph 1, Article VIII of the Personal Data Protection Act as provided by Bank SinoPac.



## Important Client Reminders

To protect your rights and interests, you are reminded that you should review your statement or transaction details on a regular basis. Bank SinoPac has always been strict in regulating its personnel, and in accordance with the law, the following behaviors are strictly prohibited to avoid improper transactions:

- I. Bank staff hold your passbook, seal, bank card, personal identification, withdrawal slips, signed blank transaction documents or applications, certificates of ownership, statements, policies, or other transaction documents on your behalf.
- II. Bank staff conduct complete over-the-counter operations for you or process various transactions, including deposits, withdrawals, termination of contracts, account openings, updates of account information, collection of password letters, credit card applications, subscriptions/redemptions or alterations of investment products, funds, and insurance, and collecting statements, etc. without conforming to Bank SinoPac's established norms.
- III. Bank staff set up or modify your online banking password, or execute banking transactions, including transfers, subscriptions/redemptions of investment products, funds, and insurance through automated channels on your behalf.
- IV. Bank staff secretly utilize branch premises, their personal addresses, email accounts, or telephone numbers to dispatch your statements, documents, or transactional receipts under the guise of Bank SinoPac, or solicit you to forward such documents to branch premises, their personal addresses, email accounts, or telephone numbers.
- V. Bank staff engage in unauthorized financial dealings, including personal loans with the Client; Alternatively, they employ their own or third-party accounts for non-sanctioned transactions or fund transfers.
- VI. Bank staff propose to share profits or bear losses with the Client, directly or indirectly demanding, pledging, or receiving unsanctioned monetary assets, property, or other gains.
- VII. Bank staff promote or sell goods, services, and businesses that are not authorized by Bank SinoPac and approved, prepared, or checked by the competent authorities; Alternatively, bank staff employ unapproved business cards, personal communication devices, social media accounts, email addresses, or any form of advertising and promotional materials for the purpose of promoting or disseminating information regarding Bank SinoPac's products or business activities.
- VIII. Bank staff gravely contravene your instructions, mismanage or embezzle your assets; Or, the staff partake in ventures which are in conflict with your interests.
- IX. Bank staff encourage or persuade you to engage in investment or financial management through borrowing or incurring debt, or promote specific financial products to you under the condition of a predetermined provision of specific benefits, compensation, or assumption of losses. Additionally, bank staff suggest or imply that you provide false information or engage in the forgery, alteration of your transaction documents, or the impersonation or unauthorized use of your signatures, seals, account passwords, etc.
- X. Bank staff secretly establish any web platform or provide document validations in their personal capacity or under the name of Bank SinoPac.
- XI. Bank staff utilize personal communication devices, social media profiles, email accounts, or channels unauthorized by Bank SinoPac for the transmission of your data to any external parties.

Should you observe any such conduct by Bank SinoPac staff, please promptly dial Bank SinoPac's 24-hour Customer Service Hotline (02-2505-9999 / 0203-08989). Subsequent to confirmation, Bank SinoPac shall implement disciplinary measures in accordance with regulatory standards. Thank you!

## Account Opening General Agreement (No.: CSR-078)

All clients who open investment accounts for deposits, trust investments, gold passbooks, or engage in wealth management in respect of the aforementioned investment or financial product investments at Bank SinoPac (hereinafter referred to as "the Bank" or "Bank SinoPac") or utilize any of the following services, agree to comply with all relevant laws and regulations and fulfill the following agreements, including:

I. General Terms of Agreement	II. Use of Cross-Selling Materials	III. Cooperative Marketing Data Utilization
IV. Compliance with the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) Implementation Guidelines for Financial Institutions	V. Terms and Conditions for New Taiwan Dollar and Foreign Currency Demand Deposit Accounts	VI. Agreed Terms on New Taiwan Dollar and Foreign Currency Time Deposits
VII. Terms on New Taiwan Dollar Comprehensive Deposit and Foreign Currency Composite Deposit	VIII. Agreed Terms on Checking Deposit	IX. Provisions Pertaining to the Gold Passbook
X. Stipulations for Non-discretionary Money Trust Funds	XI. mma Account Agreement	XII. Tiered Current Deposit Account Agreement
XIII. Terms for Securities Settlement Entrustment Service	XIV. Provisions for Payroll Transfer Account	XV. Provisions for Bank Card Usage
XVI. Debit EasyCard Special Terms and Conditions	XVII. Terms for the Debit Card	XVIII. Agreement on Phone Banking and Online Customer Service
XIX. Online Banking Service Agreement	XX. Terms and Conditions for Digital Deposit Accounts	XXI. Agreement on Palm Vein Recognition Service

### I. General Terms of Agreement -

1. Regardless of the type or currency, all investment transactions and/or services for all accounts opened at Bank SinoPac shall comply with the relevant laws and regulations of the Republic of China, this General Agreement, and mutually agreed content in all other transaction documentation.
2. Account Opening Conditions and Methods:
  - A. When opening an account, the Client shall provide their legal name in accordance with the Name Act. The corresponding English name can be obtained from the passport or the Chinese-English translation system of the foreign name provided by the Ministry of Foreign Affairs; If the Client does not provide his/her/its English contact address at the time of account opening, Bank SinoPac may search for the corresponding English address with the Chinese address provided by the Client. The account name shall match the registration certificate for sole proprietorships, partnerships, or profit/non-profit legal entities. The English account name and address can be obtained through the Exporter/ Importer Registration System in the Bureau of Foreign Trade. The account shall be opened by the authorized person/representative. Additionally, the signature card shall be retained, and the verification seals can be used for payment and/or investment transactions; to change the seal, a separate application form for seal replacement must be completed, effective upon the completion of the operation by Bank SinoPac. The account opening shall also be subject to the relevant laws and regulations of the competent authority.
  - B. The Client agrees to provide their mobile phone number to and apply for SMS One Time Password (SMS OTP) service for transaction or service application verification.
  - C. The Client agrees to abide by the "Terms of Use and Privacy Notice for Mobile ID Number Authentication Service" of the TAIWAN-CA Inc. (TWCA), and agrees that Bank SinoPac may provide the mobile phone number and ID number filled in this Application Form to TWCA for information verification. If I violate the "Terms and Conditions for the Use Mobile Identity Verification and Privacy Policy" or impersonate others, Bank SinoPac may suspend or terminate all or part of the transactions and services between the two parties after Bank SinoPac becomes aware of the violation, and I shall be liable for damages if Bank SinoPac suffers any loss as a result of the violation.
3. Unless the receipt issued by Bank SinoPac is automatically printed by the computer and/or the deposit slip is stamped with the receipt stamp by the Bank SinoPac machine and signed by authorized staff of Bank SinoPac, it is not valid to Bank SinoPac.
4. Deposit, Withdrawal, and Transfer:
  - A. If the cash deposited by the Client in Bank SinoPac cannot be immediately counted, it will be credited to the account only after Bank SinoPac has completed the counting process. In case of any shortage or discrepancy, the Client shall promptly make up for or correct it. If the Client deposits cash and requests Bank SinoPac staff to fill out the deposit slip, the Client shall still wait for the teller to register the entry and verify the passbook or receipt confirmation before leaving the counter.
  - B. When opening a Foreign Currency Deposit Account, deposits, and withdrawals can be made in foreign currency cash, foreign currency notes, foreign currency traveler's checks, or other methods agreed upon by Bank SinoPac. Nevertheless, when depositing or withdrawing foreign currency cash, the Client shall pay the transaction fee according to the fee standard set by Bank SinoPac. The fee calculation shall be based on the difference between the foreign currency banknote and the remittance for foreign exchange rates listed by Bank SinoPac on the day of deposit or withdrawal. Still, each transaction fee shall not be less than NTD 100 and is subject to adjustment by Bank SinoPac at any time, effective upon announcement at the business location.
  - C. Clients can conduct fund transfers via automated equipment (including but not limited to ATMs, phone banking, online banking, etc.). Excluding those accounts that have instituted online banking measures and are consequently barred from outward transfers, all current accounts held by the Client at Bank SinoPac, whether in domestic or foreign currencies, are eligible for both inbound and outbound fund transfers. The protocol for interbank transfers or transfers not previously agreed on by personal or corporate account holders is subject to a centralization setting. Nonetheless, the Client retains the right to modify the agreed transfer method, allowing for individualized settings in accordance with the account number. The Client's agreed transfer amount limits and the number of agreed account groups are contingent upon Bank SinoPac's public declarations. In instances where separate agreements exist between the two parties, such agreements will supersede.
  - D. The Clients conducting the intrabank transfer (including through counter services and automated channels) agree to disclose their account number and name to the counterparty involved in the transaction.
5. Restrictions on Depositing Notes:
  - A. The Client may deposit notes from other banks approved by Bank SinoPac. The notes are in the nature of collection and can only be credited or withdrawn after Bank SinoPac processes them and credits them into the account. If the collected note is lost, destroyed, or subjected to other improper behaviors, causing the Client to suffer substantial damages, and the incident is attributable to other collecting banks, Bank SinoPac is willing to assist the Client with claiming compensation from the other collecting banks.
  - B. If the Client deposits foreign currency notes, and if the invoice and/or place of payment is abroad, it shall be handled in accordance with the laws and regulations of the country. Regardless of whether the payment is made through the collection or advanced by Bank SinoPac, in the event of a refund or other disputes, if the foreign collection bank or foreign paying bank requests to deduct the paid amount and impose a refund penalty, **all**

payments withheld by foreign banks shall be borne by the Client. The Client shall bear the amount and authorize Bank SinoPac to deduct it directly from the Client's deposit account. If there is any shortfall, the Client shall repay it immediately upon notification from Bank SinoPac. The Client shall also issue a receipt stamped with the original seals to retrieve the refunded note. If it is a passbook deposit account, the Client shall bring the passbook to the counter to correct the passbook record.

- C. When the notes the Client deposits are returned, he/she shall be responsible for the recovery. Bank SinoPac has the right to deduct the notes deposited into the account first and is not obligated to act as an agent to exercise the note rights.

6. Procedures for Stolen, Lost, or Destroyed Collection Notes:

If the collection notes are stolen, lost, or destroyed during transportation, the Client agrees to authorize Bank SinoPac or the paying bank to act on his/her behalf in accordance with Article 19 of the Negotiable Instruments Act and Article 14 of Regulations for Reporting Loss and Placing Stop Payment on Negotiable Instruments to conduct payment stopping and applying for public summons, exclusion judgments, among other matters; the Client agrees to pay the face value in the drawer's account and, upon obtaining the note, the Letter for Judgment of Exclusion will be employed by the paying bank as proof of offsetting the account.

7. Loss, Misappropriation, and Fraudulent Use, Forgery, or Alteration:

- A. If the Client's seal, passbook, certificate of deposit, bank card, and other certificates are lost, destroyed, stolen, or no longer in their possession, the Client shall immediately report the loss at the counter or through the call center, to initiate the loss reporting procedures. Except for reporting at the counter, the Client shall complete the loss reporting procedures in writing at Bank SinoPac on the next business day following the loss reporting date. If Bank SinoPac has already made payments before the Client notifies the loss reporting procedure, and the presented seal, passbook, certificate of deposit, bank card, and password are all authentic, the previous payment will be considered repayment to the Client.
- B. Should the Client's account be misappropriated, fraudulently used, forged, or altered, the Client shall immediately notify Bank SinoPac and suspend or cease the use of the account.
- C. If a third party fraudulently uses or misappropriates the Client's authorized phone banking password, certificate application identification code, or private key without the Client's authorization, Bank SinoPac will only make payments based on the original seal or relevant authentication materials and passwords so Bank SinoPac shall not be liable for compensation except in cases of negligence.

8. Account Processing, Statement Delivery, and Erroneous Account Processing:

- A. The Client agrees that, upon receiving the relevant statements sent by Bank SinoPac or obtaining transaction details through other means, if any discrepancies are spotted in the statements or any doubts regarding the transaction details arise, the Client shall, within 45 days of receiving the statements or obtaining the transaction details, personally visit Bank SinoPac or notify Bank SinoPac, in writing or by phone, to request a recheck. The Client may request Bank SinoPac to render the paid notes or vouchers. Failure to do so within the specified period will be deemed as the absence of errors in the account records of Bank SinoPac. Bank SinoPac shall promptly investigate the Client's inquiry or objection and inform the Client, in writing, of the time, process, and results of the investigation within 30 days of receiving the inquiry or objection. Any inaccuracies found in the transaction records as a result of the investigation by Bank SinoPac shall be corrected immediately. In the event that Bank SinoPac conducts an investigation and no errors are discovered, the transaction shall be based on the information stored within Bank SinoPac's computer system. If Bank SinoPac does not investigate the Client's inquiries or objections or fails to respond to the investigation results within the aforementioned period, then the content of the transaction is presumed to be based on the Client's claims.
- B. The Client agrees that photocopies, photos, or computer-saved data of relevant documents retained by Bank SinoPac have the same legal effect as the original documents and can be utilized as evidence to prove all client transactions.
- C. In the event that a deposit or remittance is mistakenly credited to the Client's account or overpaid due to operational errors or computer equipment failures by Bank SinoPac, once the incident is discovered, Bank SinoPac has the right to immediately deduct the excess amount from the Client's account and rectify the account records. If the excess amount has already been withdrawn, the Client shall promptly return it upon notification from Bank SinoPac.
- D. If transactions carried out by Bank SinoPac based on client instructions result in account errors or overpayments, the Client is responsible for resolving the issue. Bank SinoPac will offer the necessary assistance.
- E. In the case of interbank transfers, although the funds have been credited to the account if the remitting bank cancels the notification, Bank SinoPac has the right to cancel the deposit.

9. Liability for Damages:

- A. Both parties agree that if delays, omissions, or errors in the transmission or receipt of transaction instructions or electronic messages in accordance with the various services stipulated in this Agreement, which are attributable to either party, lead to any damage, the liable party shall only be responsible for direct damages (excluding lost profits) and associated interest incurred by the injured party.
- B. If the Client causes any damage to Bank SinoPac resulting from using the services stipulated in this Agreement, the Client shall be responsible for compensation unless the negligence of Bank SinoPac causes such damages.
- C. When the Client transfers payments according to the method stipulated in this Agreement after the check exchange time, the Client shall be responsible for the dishonor of the check and any associated liabilities.
- D. Should either party be impeded or delayed in executing the obligations outlined in this Agreement due to circumstances beyond their control or instances of force majeure, it will not be deemed an agreement violation, nor will they be obligated to shoulder any compensatory liabilities.
- E. The Client is required to write in regular script and use indelible tools for issuing notes, transaction certificates, and various application forms. If the use of tools that can be erased or altered with special tools or are prone to fading (such as friction pens or erasable pens) leads to difficulties in recognizing the handwriting or other disputes in the future, the Client bears full responsibility in such instances. Bank SinoPac hereby disclaims any liability.

10. Postponement of Transactions/Services

If Bank SinoPac fails to complete the specified transaction/service on the mutually agreed date due to computer failure or other non-attributable events, the Client agrees that Bank SinoPac may carry out the originally designated transaction/service on the next business day after the fault or non-attributable events are resolved, and Bank SinoPac shall not be held liable for any breach of contract or compensation.

11. Automatic deduction, proxy payment, payment (tax), and Taiwan Pay/TWQR consumption services:

- A. The Client agrees that Bank SinoPac may handle the payment (tax), and domestic or foreign consumption deductions via Taiwan Pay/TWQR in accordance with the requirements (including but not limited to the verification mechanism) of the operation manual of the participating units of the

national payment (tax) business of the financial information system listed by the Financial Information Service Co, the operation specification of the electronic payment (tax) processing platform, common payment standard of Taiwan Pay QR Code. Other relevant conditions and restrictions are subject to the content of the digital financial services as shown in the "Standard Tariff and Announcement" of the Bank SinoPac.

- B. The Client entrusts Bank SinoPac to handle various automatic deduction and payment services. If multiple transactions requiring debiting and/or payment are scheduled for the same day, and the Client's account does not have sufficient funds for full payment, unless otherwise agreed upon by both parties, **the Client agrees that Bank SinoPac shall prioritize the said automatic deduction and payment services based on its procedures, and the Client shall not raise objections.**

12. Fees/Litigation Expenses:

- A. **The Client authorizes Bank SinoPac to directly offset any outstanding principal, interest, default interest, penalties, and/or fees generated from service and/or transactions provided by Bank SinoPac, including service fees, postal and telecommunication fees, acceptance fees, discount interest, commitment fees, guarantee fees, dishonored negotiable instruments penalty for insufficient refunds, cancellation of dishonored negotiable instruments record fees, and foreign exchange gains or losses, payable to Bank SinoPac from the Client's account.**
- B. When Bank SinoPac sends or faxes documents to the Client or third parties appointed by the Client or interested parties related to inheritance matters, Bank SinoPac has the right to charge fees at its discretion, and the Client also authorizes Bank SinoPac to debit the Client's account directly.
- C. All expenses, including but not limited to attorney's fees, litigation, arbitration, or mediation expenses, and other administrative fees, incurred in any litigation, arbitration, mediation, and/or other necessary negotiations with third parties arising from Bank SinoPac's performance of this Agreement for non-attributable causes shall be borne by the Client. Bank SinoPac is authorized to directly debit the Client's accounts other than the checking account.
- D. **Bank SinoPac is authorized to deduct or dispose of the amounts it is entitled to collect, which, due to circumstances, cannot be directly debited from the Client's account but have been accumulated as advances by Bank SinoPac. This authorization allows Bank SinoPac to deduct such amounts from the Client's time deposits, trust income, or redemption proceeds or dispose of the customer's assets held at Bank SinoPac to satisfy the payment**
- E. **The Client agrees that Bank SinoPac's chargeable services, charging units, fee amounts, transaction limits and/or service scope, and/or various payments to be made by the Client shall be based on the "Standard Tariff and Announcement" published by Bank SinoPac at its business premises and on its website. If Bank SinoPac deems it necessary to adjust the minimum deposit balance eligible for interest and various service fees, it shall announce the changes 60 days before the adjustment on the business premises and website unless it is advantageous to the Client. Within the mentioned period, the Client may terminate the Agreement. Failure to terminate within the time limit is considered an agreement bound by the adjustment.**
- F. **If the average account balance falls below a certain amount in New Taiwan Dollars, Bank SinoPac may charge a service cost fee, which may be directly deducted from the account. The specific amount and fees are subject to the "Standard Tariff and Announcement" of Bank SinoPac.**

13. Banking Password

- A. The Banking Password which the Client applies for can be used for the following Bank SinoPac services:
  - a. Verification of phone banking services (including credit and debit cards) and online customer service.
  - b. Verification for Counter Collection service for all existing accounts.
  - c. Cash advances for all current Bank SinoPac credit cards and foreign bank card withdrawals.
  - d. The overseas withdrawal password for debit cards.(To enable the cash advance function for credit cards, please contact Bank SinoPac's credit card hotline.)
- B. The Client can enter the Banking Password or activate the Initial Password Letter provided by Bank SinoPac. The Client activates the Banking Password function according to the instructions in the password letter.
- C. Only one set of "Banking Passwords" can be applied for with the same ID number or Unified Number. The Client shall keep the "Banking Password" in a secure place and not disclose it to ensure the safety of their deposits. In the event that the "Banking Password" is impersonated or stolen, leading to the disclosure of various account information or resulting in damages, unless it can be proven that Bank SinoPac has failed to fulfill its duty of diligent management of its information system, the account holder shall be solely responsible for any consequences.

- 14. When the Client uses Bank SinoPac's phone banking and online customer service, in addition to being specifically instructed by Bank SinoPac or required by applicable laws and regulations for certain service items to verify the Client's phone banking password or online banking user ID and password, Bank SinoPac may also provide services based on the Client's provided information such as account name, account number, ID number, date of birth, and recent transaction information. **If Bank SinoPac verifies the accuracy of the aforementioned data and provides the requested service, the data provision shall be considered the Client's action, even if performed by a third party.**

- 15. When the Client requests withdrawals or transfers with passbooks, transaction vouchers, original seals, or other mutually agreed methods if Bank SinoPac's entire deposit and withdrawal services are offline and the exact balance cannot be determined beforehand, the estimated balance available for withdrawal will be determined by Bank SinoPac, which reserves the right of recourse. Nevertheless, if Bank SinoPac disburses funds based on the Client's requested withdrawal amount within their perceived account balance, resulting in an overdraft, the Client shall promptly repay the overdraft upon notification from Bank SinoPac. The interest during the advance period is calculated based on the prevailing benchmark interest rate announced by Bank SinoPac plus an annual interest rate of 3%.

16. The Agreement on the Use of Electronic Device Signature and Electronic Documents:

- A. The Client agrees to use electronic devices provided by Bank SinoPac, including, but not limited to, iPads, electronic tablets, or other similar electronic devices with electronic touch display panels, to sign various bank transactions. The Client acknowledges that electronic signatures on these devices have the same legal effect as paper documents. They can be used as the original copies of relevant documents and possess the same validity and binding force. Applicable electronic documents include all current and future services provided by Bank SinoPac, as well as any other documents on all business relations and transactions with Bank SinoPac, excluding signature cards. The Client understands and agrees that the original seals of Bank SinoPac are only retained in seal form. If the Client personally signs an application document or transaction instruction using an electronic device, it shall still apply to the respective application or transaction instruction.
- B. Applications for electronic signature services by the Client shall be processed in accordance with this Agreement, Bank SinoPac's operational regulations, or agreements related to the account.
- C. The Client understands that Bank SinoPac has the right to change electronic device signature services, as well as the types of documents and service scope that can be processed, in accordance with laws and regulations, risk control measures, and other considerations.

17. Termination of Accounts and Services

- A. The Client may terminate accounts and service items at any time by any agreed approach.
- B. When Bank SinoPac arbitrarily terminates any type of account and related services, it shall provide written notice to the Client at least 30 days in



advance. Nonetheless, in any of the following circumstances, Bank SinoPac may, at its discretion, notify the Client in writing to terminate the account and its services or suspend the provision of services at any time. The account and its services will be reinstated only after Bank SinoPac confirms no concerns regarding the Client's transactions.

- a. In the event of any breach of the Agreement by the Client in their dealings with Bank SinoPac.
- b. If the Client transfers any rights or obligations specified in the Agreement to a third party without the prior consent of Bank SinoPac.
- c. If the Client is subject to a refusal of transactions as announced by Taiwan Clearing House (TCH), defaults on the delivery of securities in a securities transaction, experiences a significant deterioration in creditworthiness, or if there is a risk of the account being unlawfully exploited.
- d. If, during the term of the Client's dealings with Bank SinoPac, any debt (not limited to debts under this deposit) remains unpaid upon maturity, or if Bank SinoPac initiates legal action or engages in any legally equivalent actions for other reasons, or if a third party applies for attachment, provisional disposition, forced execution, bankruptcy declaration, reorganization, termination of business, or any other legal measures.
- e. In response to a court order or legal requirement for account freezing or closure.
- f. If the Client's registration status with the Department of Commerce of the Ministry of Economic Affairs indicates dissolution, revocation, or termination of business or any abnormal operating conditions.

The transactions already conducted by both parties prior to the termination of this Agreement, or for which Bank SinoPac has already received relevant transaction information and has an obligation to perform, shall remain unaffected, except in cases where they are legally restricted from being executed. The rights and obligations arising from such transactions shall remain in force.

- C. Unless otherwise prescribed by law, both Bank SinoPac and the Client may terminate the checking deposit agreement at any time. The termination shall take effect upon the receipt of the written termination notice, and the Client shall return any unused checks to Bank SinoPac.
- D. If Bank SinoPac reasonably determines that the account has been used improperly, or if Bank SinoPac receives a notification from the public security authorities, proof of filing, or a written complaint submitted by a third party, Bank SinoPac may terminate this Agreement immediately and suspend the use of related automated equipment and such services as bank cards, voice transfers, online transfers, and other services on electronic payment transfer platforms, and may directly settle the deposit. Nonetheless, the remaining balance of the deposit shall be paid only when it is legally claimable.
- E. For the purpose of risk control, money laundering prevention, and in line with the global fight against crime and the expansion of terrorism and weapons of destruction, Bank SinoPac may refuse to conduct business, terminate business relationships, or terminate contracts if the Client, beneficiaries (such as major shareholders, senior managers, etc.), related parties (e.g., authorized persons, agents, and representatives of legal entities, etc.), parties related to trust accounts (such as trustees, principals, supervisors, beneficiaries, and any other persons who have effective control over the trust account), or the counterparty were of a nationality or domicile in a country or jurisdiction that is subject to extensive sanctions by domestic or foreign governments or international money laundering prevention organizations, or terrorists or groups identified or pursued by such governments or organizations.
- F. During the account opening process and regular/occasional client review operations after account opening, Bank SinoPac may request the Client to provide necessary information and transaction descriptions. If the Client refuses to provide the required information or cooperate in explaining the nature and purpose of the transaction or the source of funds, or if Bank SinoPac deems it necessary (such as in cases involving the Client involved in illegal activities, transactions suspected of money laundering, or special cases where media reports to be illegal), Bank SinoPac may temporarily suspend transactions, refuse transactions, temporarily suspend or terminate business relations, or enforce redemption of the assets invested by the respective trust funds. All losses incurred shall be borne by the Client. Accounts temporarily suspended for transactions will be reinstated once Bank SinoPac confirms that there are no concerns regarding the current transactions of the Client's account.
- G. In the event that the Client's remittance transaction is verified by the bank to be with a counterparty or a country that is listed as a terrorist, group, or organization by the Financial Supervisory Commission, a foreign government, or the International Money Laundering Organization, or a country where remittance/transportation is prohibited, the Client agrees that the Bank may terminate the relevant transaction and adjust the account information directly without the Client's consent. Furthermore, if the Client is subject to investigation or the transaction funds are seized by a foreign bank in accordance with anti-money laundering, crime prevention, or counter-terrorism laws and regulations of the respective country, the Client agrees that the Bank, within the scope of its business and specific legal purposes, may collect, process, utilize, or transmit the Client's personal information and remittance transaction data. In the event that a transaction is delayed or fails as a result of any of the foregoing, the customer shall be solely responsible for such delay or failure, and the Bank shall bear no liability in such matters.
- H. Prior to or after establishing a business relationship with Bank SinoPac, if the Client is identified as a "virtual asset service provider," "Third-Party Payment Enterprises," or "Peer-to Peer (P2P) Lending Platform," the Client shall separately sign the "Special Guarantee and Declaration" and comply with the relevant regulations on anti-money laundering and counter-terrorism financing in the respective industry. In the event that the Client refuses to cooperate, Bank SinoPac may decline to establish a business relationship, refuse to conduct business or terminate the business relationship without notice in advance.
- I. Prior to making an appointment to open an account or activate a new account, Bank SinoPac reserves the right to review the qualifications of the Client. In case of any doubts, Bank SinoPac may refuse to open an account or directly close the account, rendering the account passbook, bank card, or automated application previously delivered invalid.
- J. The Client, when opening a Preparatory Account, is required to establish the company within six (6) months and convert the Preparatory Account to a regular account. Failure to do so within the specified period may result in Bank SinoPac temporarily suspending transactions or proceeding with account closure.
- K. The Client applying for account opening to establish an organization must first open an account before obtaining the approval certificate from the competent authority. If the approval certificate is not received within a certain period after opening the account, Bank SinoPac may temporarily suspend transactions or directly close the account.
- L. After the Client opens an account, if a court issues a guardianship or assistance declaration, the guardian or assistant must accompany the person declared to require assistance to modify their seal and cancel automated channel transactions. Otherwise, Bank SinoPac reserves the right to temporarily suspend the said transactions.

#### **18. Offset of Deposits**

**The Client hereby acknowledges that should any obligations owed to Bank SinoPac remain unsettled upon the agreed maturity, or in the event that a request for settlement, bankruptcy declaration, or corporate restructuring is pursued under the Bankruptcy Law, termination of operations, debt clearance, refusal of transactions as announced by the Taiwan Clearing House (TCH), the designated heir's renouncement of inheritance which results from Client's death, or a lawful declaration of property confiscation transpires, Bank SinoPac retains the right to deem them as entirely due. This remains applicable regardless of whether these obligations fall under the**

purview of any deposit agreement or other credit obligations and quotas. Furthermore, the Client thereby agrees to authorize Bank SinoPac to fully settle all types of deposits, except for checking deposits, held by the Client at Bank SinoPac and all claims against Bank SinoPac for early payment and to lawfully exercise the rights of pledge or offset the said obligation.

The Client understands and agrees that the agreement for checking deposit transactions signed with Bank SinoPac is predicated on the Client's breach of any stipulations within the various contracts signed with Bank SinoPac. Following Bank SinoPac's assertion that all of the Client's debts are to be considered due in full according to the Agreement, and upon preliminary or simultaneous notification of the termination of the checking deposit agreement, Bank SinoPac is authorized to directly offset the Client's total liabilities to Bank SinoPac using the remaining balance in the check deposit account that is due to be returned.

When asserting the right to offset, an intention to offset should be communicated to the Client, and the offsetting effect transpires once this intent has been conveyed to the Client. This action is retroactive to the point of account debit, thus terminating the mutual debt obligations within the range of the offset amount. Concurrently, certificates of deposit, passbooks, checks, or other proofs issued by Bank SinoPac to the Client lose their validity within the scope of the offset. The content and order of the obligations for offset or compensation are to be conducted in compliance with the regulations of the Civil Code. Nonetheless, if the sequence or method designated by Bank SinoPac is more beneficial to the Client, it shall be prioritized.

19. Bank SinoPac may execute attachment and payment of funds in relation to the Client's deposits or other claims against Bank SinoPac in accordance with court judgments or other legal provisions unless otherwise agreed.
20. Jurisdiction  
In the event of any litigation arising from the content of this Agreement between the Client and Bank SinoPac, both parties agree that the court of the jurisdiction where the head office of Bank SinoPac or the branch where the Client has conducted business is located shall have jurisdiction as the court of first instance. However, this shall not exclude the application of the court's jurisdiction for small claims specified in Article 47 of the Consumer Protection Act or Article 436-9 of the Code of Civil Procedure.
21. Confidentiality Obligations  
Both parties shall ensure that any information obtained from the other party in connection with the use or performance of the provisions of this Agreement, including any business and/or services specified herein, shall not be disclosed to any third party or used for purposes unrelated to this Agreement. In the event that the other party agrees upon disclosure to a third party, the third party shall be required to assume the same confidentiality obligations as set forth in this provision. These confidentiality obligations shall remain in effect even after the termination of this Agreement. However, this provision shall not apply to any disclosure required by applicable laws and regulations.
22. Deposit Insurance  
Under the Deposit Insurance Act, the business between the Client and Bank SinoPac does not fall within the scope of deposit insurance coverage and, as such, is exempt from the deposit insurance protection offered by the Central Deposit Insurance Corporation.
23. **The Client has duly reviewed the disclosure obligations of Bank SinoPac regarding the collection, processing, and utilization of personal data. Bank SinoPac hereby notify its disclosure obligations as follows:**
  - A. **Dear Client, since the collection of personal data involves your privacy and interests, pursuant to the provisions in Paragraph 1 of Article VIII and Paragraph 1 of Article IX of the Personal Data Protection Act (hereinafter referred to as the "Act"), it is currently (or may in future) necessary for Bank SinoPac, within the scope of business which it may conduct according to the laws and due to the below-mentioned reasons and purposes, to directly or indirectly collect, process, use(Including but not limited to automated decision-making that is, involving profiling and providing data subjects with meaningful information about the logic involved.) your personal data within the scope necessary for it to carry out the business activities, when collecting your personal data, Bank SinoPac shall explicitly notify you the following matters:**
    - a. Name of the non-governmental agency.
    - b. Purpose of collection.
    - c. The categories of the personal data to be collected.
    - d. The time period, territory, recipients, and methods of which the personal data is used.
    - e. The source of personal data.
    - f. The data subject's rights under article iii and the methods for exercising such rights; and.
    - g. The data subject's rights and interests that will be affected if he/she elects not to provide his/her personal data.
  - B. **In respect of Bank SinoPac's purpose of collecting your personal data, the categories of the personal data to be collected, the source of personal data and the time period, territory, recipients, and methods of which the personal data is used, please read the following Appendix Table carefully.**
  - C. **Pursuant to Article III of the Act, you may exercise the following rights on your personal data retained by Bank SinoPac:**
    - a. Except for the exceptional circumstances as provided in Article X of the Act, you may inquire after or request access to or a copy of this information while Bank SinoPac may charge as it may deem necessary in accordance with Article XIV of the Act.
    - b. You may request supplemental documents or corrections to the information provided that an appropriate explanation for the reasons and the facts should be provided in accordance with Article XIX of the Enforcement Rules of the Act.
    - c. You may request Bank SinoPac to discontinue collecting in accordance with Paragraph 4 of Article XI of the Act where Bank SinoPac is in violation of the Act during collecting, processing or using your personal data.
    - d. In accordance with Paragraph 2 of Article XI of the Act, in the event of a dispute regarding the accuracy of personal data, you may request Bank SinoPac to discontinue processing or using your personal data. However, in accordance with the proviso of the aforesaid paragraph, Bank SinoPac may keep using your personal data with disputes marked for the purpose of carrying out Bank SinoPac's business or with your written consent.
    - e. In accordance with Paragraph 3 of Article XI of the Act, when the specific purpose of collecting personal data no longer exists or time period expires, you may request Bank SinoPac to discontinue processing or using your personal data or to delete it. However, in accordance with the proviso of the aforesaid provisions, if it's necessary for Bank SinoPac to carry out the business, or with your written consent, the aforesaid provisions shall not apply.
  - D. **If you want to exercise the rights provided in Article III of the Act, with respect to the way to exercise, you may inquire any business unit of Bank SinoPac, or dial customer service hotline (0800-088-111, 02-2505-9999), or refer to Bank SinoPac's website (website: <https://bank.sinopac.com>) for inquiry.**
  - E. **You may choose to provide your personal data or not and its categories. However, if any personal data and its categories you**

refuse to provide are the information necessary for Bank SinoPac to conduct business reviews or operations, Bank SinoPac might not be able to provide you relevant services or unable to provide you better service because Bank SinoPac cannot conduct necessary business reviews or operations. Your understanding is appreciated.

- F. For Bank SinoPac to comply with the U.S. Foreign Account Tax Compliance Act 26 U.S.C. §1471(c)(1)(A), it will be necessary to collect, process and use your personal data (included Substantial United States owner). It will be deemed as a "Recalcitrant Account" in accordance with the U.S. Foreign Account Tax Compliance Act and be dealt with in accordance with the relevant laws and regulations, or may withhold 30% U.S. tax from the funds in your FATCA-regulated financial account pursuant to the FATCA, and may further terminate prematurely according to the contracts all contracts, accounts and the business relationship with you and also services provided to you in connection with FATCA-regulated financial products, if you do not agree to provide personal data which Bank SinoPac is to collect, process and use for the specific purposes of FATCA compliance or if the information provided is insufficient. It may be unable to proceed with the necessary review and approval or other procedures thus to offer the relevant or better service to you if the personal data or the type of personal data which you refuse to provide is required for such review or procedures.
- G. If you deliver the personal data of another person or corporate Client is to provide the personal data of the person in charge, the supervisor, the manager, the relevant employee, the authorized person, the guarantor and the guaranty provider to Bank SinoPac, you shall provide the individual with the Contents of Bank SinoPac's Obligation to Inform as Described in Paragraph 1 of Article VIII of the Personal Data Protection Act so that it is informed and is fully aware of such contents.
- H. For the purpose of implementing AML operations and aligning with the global crackdown on crime, anti-terrorist financing, and non-proliferation of weapons, you agree that Bank SinoPac will provide your personal data to an offshore financial institution in either of the following conditions:
- The Client has been economically sanctioned, is a terrorist or terrorist group identified or investigated by a foreign government or an international AML organization, or an individual, legal person or organization sanctioned under the Terrorism Financing Prevention Act.
  - When Bank SinoPac conducts, regularly or irregularly, due diligence of the Client/beneficiary/person having effective control of the account/connected party or deems it necessary (including but not limited to situations where the Client is suspected of involving in illegal activities, suspicious money-laundering or terrorist financing activities, or special cases which involve violation according to media coverage).
- I. The formal legal documents issued by the appropriate U.S. Federal banking agency pursuant to 31 U.S. Code Section 5318(k) may require Bank SinoPac to provide Client information upon request.
- J. Bank SinoPac may collect, process, or use personal data within the scope of specific purposes such as preventing fraud, money laundering. This includes the number of pre-defined payee accounts set by the Client, the financial institutions accounts opened by the Client at Bank SinoPac and set as the pre-defined payee accounts, the number of times the aforementioned accounts are set as the pre-defined payee accounts, the accounts' status (including but not limited to watch-listed accounts, derivative watch-listed accounts, etc.) etc. The Client also agrees that Bank SinoPac may provide these personal data to the financial institutions that submitted the application for setting pre-defined payee accounts for the above-mentioned accounts. The Client agrees that Financial Information Service Co. LTD. may collect, process, or use the above-mentioned personal data within the scope of handling financial information exchange among financial institutions.
- K. The Client agrees that Bank SinoPac may, within the scope of specific purposes such as fraud prevention, anti-money laundering, and combating the financing of terrorism, carry out the following actions:
- Collect, process, or utilize the Client 's personal information, such as identity information, account status (including but not limited to watch-listed accounts, derivative watch-listed accounts, account closure information, etc.), or transaction details retained by Bank SinoPac or other banks. The aforementioned personal information may also be reported to or shared with other financial institutions through the Financial Information Service Co., Ltd and Judicial Authority.
  - Collect, process, or utilize information related to the Client 's mobile phone number information (such as Telecom Billing, Telecom Information) through inquiries to telecommunications service providers.

**Appendix Table: The Purpose of Collecting Personal Data, The Categories of Personal Data, The Source of Personal Data; and The Time Period, Territory, Recipients and Method of the Use of Personal Data**

Explanation of Specific Purpose	Business Category	Business Specific Purpose and Code	Common Specific Purpose and Code
	A. Deposit and Remittance business	022 Foreign exchange business, 036 Deposit and remittance business, 067 Credit card, cash card, transfer card or electronic instrument certificate business, 082 Borrower/Depositor Consolidated Management, 112 Clearing business, 181 Other registered businesses or businesses as provided in the Articles of Association.	030 Arbitration 037 Registration of securities and securities holders 040 Marketing (including joint marketing business) 059 Collection, processing and use by the financial service industry in accordance with laws and regulations and requirement of financial supervision
	B. Credit business	022 Foreign exchange business, 067 Credit card, cash card, transfer card or electronic instrument certificate business, 082 Borrower/Depositor Consolidated Management, 088 Credit approval & extension business, 106 Credit extension business, 111 Instrument business, 126 Debt discount and purchase business, 154 Credit investigation, 181 Other registered businesses or businesses as provided in the Articles of Association.	060 Financial dispute settlement 061 Financial supervision, administration and inspection 063 Collection, processing and use of personal data by the non-governmental agency in accordance with its legal obligation 069 Matters with respect to the management of contract, quasi contract or other legal



	<p><b>C. Credit Card business</b></p> <p>022 Foreign exchange business, 067 Credit card, cash card, transfer card or electronic instrument certificate business, 082 Borrower/Depositor Consolidated Management, 088 Credit approval &amp; extension business, 106 Credit extension business, 154 Credit investigation, 181 Other registered businesses or businesses as provided in the Articles of Association.</p>	<p>relationship</p> <p>090 Consumer, customer management and service</p> <p>091 Consumer protection</p> <p>095 Finance and taxation administration (including but not limited to compliance with the U.S. Foreign Account Tax Compliance Act ) 26 U.S.C. §1471(c)(1)(A), and the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions(CRS)</p> <p>098 Business and technology information</p> <p>104 Account management and debt trading business</p>
	<p><b>D. Foreign Exchange business</b></p> <p>022 Foreign exchange business, 036 Deposit and remittance business, 082 Borrower/Depositor Consolidated Management, 088 Credit approval &amp; extension business, 106 Credit extension business, 154 Credit investigation, 181 Other registered businesses or businesses as provided in the Articles of Association.</p>	<p>113 Petitions, representations and whistleblowing</p> <p>116 Site safety management</p> <p>122 Administrative petition &amp; appeals and administrative remedies</p> <p>129 Accounting and Related Services</p> <p>135 Information and Communication Services</p>
	<p><b>E. Securities business</b></p> <p>111 Instrument business, 044 Investment management, 082 Borrower/Depositor Consolidated Management, 088 Credit approval &amp; extension business, 106 Credit extension business, 154 Credit investigation, 181 Other registered businesses or businesses as provided in the Articles of Association.</p>	<p>136 Information (communication) and database management</p> <p>137 Information/communication security and management</p> <p>145 Employment &amp; service administration</p> <p>157 Investigation, statistics, research and analysis</p> <p>160 Certificate management</p> <p>173 Supervision and management of the business by other competent authority and other financial management</p>
	<p><b>F. Wealth Management business</b></p> <p>022 Foreign exchange business, 036 Deposit and remittance business, 044 Investment management, 068 Trust business, 082 Borrower/Depositor Consolidated Management, 166 Securities, futures and securities investment trust and consulting business, 094 Wealth management, 181 Other registered businesses or businesses as provided in the Articles of Association.</p>	<p>177 Other Financial Management Services</p> <p>181 Other registered businesses or businesses as provided in the Articles of Association</p> <p>182 Other advising and consultant services</p>
	<p><b>G. Insurance Agent business</b></p> <p>001 Life insurances, 065 Insurance brokerage, agency, or survey business, 093 Property Insurances, 181 Other registered businesses or businesses as provided in the Articles of Association.</p>	
	<p><b>H. Other registered businesses or businesses as provided in the Articles of Association, or other businesses as approved by the competent authority (for example: safe deposit box service, gold passbook business, electronic banking business, collection and payment agency service, electronic payment service, joint marketing or joint promotion business, etc.)</b></p>	
<b>The Categories of the Personal Data to Be Collected</b>	<p>Name, nationality, ID number, passport no., gender, date of birth, contact, taxation number, tax resident status, immigration status, migration details, medical records of the insured, medical and health examinations, biological characteristics (including but not limited to portraits, fingerprints, finger veins, etc.), business activities and financial overviews (such as consumption amount, location and Items, earnings, income, assets and investments, liabilities and expenditures, credit ratings, insurance details, financial transactions, mobile phone number information (such as Telecom Billing, Telecom information), account transaction details etc.), social profiles (images, portraits, voice, occupation, leisure activities or interests, marital status, family members, etc.) , mobile and internet media information (such as Facebook, LINE and other platforms, including user names, account numbers, cover photos and photo stickers, friend lists, interests, discussion groups, like and comment sharing records, mobile device identification codes, mobile Device address, social network information, Internet protocol (IP) address, Internet browsing trajectory and location information, Cookies and information or labels and other similar data obtained by partner companies in their own name by analyzing and collating the above-mentioned data) and other information as provided in relevant business application forms or contracts regarding specific business category, and the personal data is subject to the data actually collected for relevant transactions, accounts or services between Bank SinoPac and the Client, and those provided or collected from the Client or the third party (for example: Joint Credit Information Center, cooperated alliance parties or other institutions which has business relationships with Bank SinoPac.)</p>	
<b>The Source of Personal Data Collected</b>	<p>a. Collected Directly from Client.</p> <p>b. Where the personal data has been disclosed to the public by the information subject or has been made public lawfully.</p> <p>c. From the third parties (for example: SinoPac Financial Holdings and subsidiaries of Bank SinoPac that interact with Client information, companies that cooperate with Bank SinoPac to promote business, Co-Branded Card/Affinity group), cooperated alliance parties (for example: advertisers, telecommunications companies, information or equipment manufacturers, social media platforms, Gogolook Co., Ltd., etc.). When collecting information from third parties, Bank SinoPac may have your email address (Email), phone number, gender, age, county and city administrative district or postal code, mobile device identification code, Internet Protocol (IP) address, Cookie ID... and other data to de-identified and provided to third parties as a tool for information connection and identification.</p>	
<b>The Time Period of</b>	<p>a. The duration of the specific purpose for personal data collection.</p> <p>b. The retention period is the longest of the one (1) as provided in the relevant laws and regulations (such as the</p>	

Which Personal Data Is Used	Business Accounting Law, etc.), (2) as provided in the individual contract, and (3) depending on necessity of carrying out business.
The Territory of Which the Personal Data Is Used	The domestic and foreign location of Bank SinoPac where the personal data is used by the one as listed in the following "The Recipients of Which the Personal Data Is Used" column.
The Recipients of Which the Personal Data Is Used	<ul style="list-style-type: none"> <li>a. Bank SinoPac (including the agencies appointed by Bank SinoPac for handling outsourcing business).</li> <li>b. The institutions in accordance with laws and regulations (for example: Bank SinoPac's parent company or financial holding company that Bank SinoPac belongs to).</li> <li>c. Other business related institutions (for example: correspondent banks, Joint Credit Information Center, National Credit Card Center, Taiwan Clearing House, Financial Information Service Co. Ltd., credit guarantee institutions, international credit card organizations, appointed stores and acquirer/ payment service provider, other financial institutions related to compliance with the U.S. Foreign Account Tax Compliance Act, etc.) and other cooperated alliance institutions (for example: Google, Facebook, LINE, Yahoo, YouTube and other social media platforms, advertising media providers, telecommunications companies, information or equipment manufacturers, Gogolook Co., Ltd., etc.) and any recipients of internationally transmitted personal data not subject to restrictions imposed by the central government authority.</li> <li>d. The entitled institutions or financial supervisory agencies or tax authorities in accordance with domestic and foreign laws and regulations.</li> <li>e. The one agreed by the Client (such as companies jointly marketing with or interactively using Client information with Bank SinoPac, and companies cooperating with the Bank SinoPac in business promotion, etc.).</li> </ul>
The Methods of Which the Personal Data Is Used	By way of automatic or non-automatic measures that is in compliance with relevant laws and regulations governing personal data protection.

24. The Client agrees that Bank SinoPac may collect, process, and utilize the personal data of the Client, and is willing to promptly inform Bank SinoPac of any changes in data of the Client. Bank SinoPac may collect or share personal data of the Client for collection, processing, and utilization within the scope of specific purposes such as registered businesses or business requirements stipulated in the articles of association of the following institutions:
- A. Bank SinoPac and outsourced institutions entrusted by Bank SinoPac.
  - B. Institutions permitted by laws and regulations (such as the financial holding incorporation to which Bank SinoPac belongs, etc.).
  - C. Other relevant institutions (e.g., correspondent bank, Joint Credit Information Center, National Credit Card Center of R.O.C, Taiwan Clearing House (TCH), Financial Information Service Co., Ltd., credit guarantee agencies, The Life Insurance Association of the Republic of China, The Insurance Agent Association of the Republic of China, Taiwan Insurance Institute, Taiwan Insurance Guaranty Fund, international credit card organizations, acquiring bank and contracted stores and financial institutions in compliance with the Foreign Account Tax Compliance Act, other institutions with business dealings with Bank SinoPac (for instance: social media platforms such as Google, Facebook, LINE, Yahoo, Youtube, advertising agencies, telecommunications providers, IT or equipment manufacturers, Gogolook Co., Ltd., etc.) and international recipients of personal data transmissions not restricted by the central regulatory authorities).
  - D. The entitled authorities, financial supervisory authorities, or tax authorities.
  - E. The entities agreed upon by the Client (such as companies authorized by law to perform joint marketing or mutually utilize client data with Bank SinoPac, companies engaged in cooperative promotional activities with Bank SinoPac, third parties that have signed contracts with Bank SinoPac).
25. The Client agrees that Bank SinoPac may request and verify the issuance, replacement, and amendment information of National IDs (Z21) through inquiries to the Joint Credit Information Center (JCIC) and the reporting of case records and supplementary remark information (Z22).
26. After signing this Agreement, the Client agrees that if Bank SinoPac outsources the relevant operations, it may publish a notification on the business premises or the website. If Bank SinoPac fails to fulfill the Agreement, it shall be liable for compensating the damages suffered by the Client.
27. The Client agrees that the provisions of this Agreement apply to future transactions and/or services of all existing accounts. In the future, if the Client requests different services and/or applies for the opening of new accounts with Bank SinoPac (including New Taiwan Dollar, foreign exchange, trust investment account, and/or gold account, etc.), the Client agrees to abide by the relevant terms of this Agreement, with no need to sign this Agreement separately.
28. **Effectiveness of Agreement Amendment**  
Any additions, deletions, or modifications of the content and/or related service items in this Agreement will be available for reference at the business premises of Bank SinoPac or announced on the website. Unless otherwise stipulated by Bank SinoPac, the Client's failure to raise objections or complete the termination process is deemed that the Client agrees to the addition, deletion, and modification of the agreed terms and can continue to engage in various deposits, transactions, or services with Bank SinoPac.
29. **Agreed Delivery Mode**
- A. For all notices, letters, receipts (including but not limited to documents issued for processing foreign exchange remittance service), and/or requests stipulated in this Agreement, the Client agrees that Bank SinoPac will deliver them through electronic message transmission. In case of a need for paper documents, the Client may apply to Bank SinoPac. If there is any change in the Client's email address, mobile phone number, address, or fax number, the Client shall instantly notify Bank SinoPac in writing or in accordance with Article 14 to request the change.
  - B. Electronic message transmission will be conducted through the email address (e-mail address) or the mobile phone number provided in the account opening information. If sent by email, it will be considered delivered when Bank SinoPac sends the email to the Client's latest notified email address.

C. Written delivery will be made to the mailing address or the fax number stated in the account opening information. If sent by mail, it will be considered legally delivered after the usual postal period following its dispatch to the Client's last notified address. If sent by fax, it will be considered delivered on the first fax day based on the Client's last notified fax number.

D. Under relevant regulations on statement notification, if it was initially agreed with Bank SinoPac to send the statement by email but, due to incorrectness of the email account address, failure to notify changes in the email account number, insufficient mailbox space, or suspension or interruption of third-party company's email service, resulting in the unsuccessful delivery of electronic statements, it is agreed that Bank SinoPac may send the statement in writing on a regular or irregular basis for account checking purposes.

If it was initially agreed with Bank SinoPac not to send the statement, but the relevant regulation of the competent authority requires Bank SinoPac to implement the delivery of the statement, it is agreed that Bank SinoPac may send the statement in writing on a regular or irregular basis for account checking purposes.

E. The Client agrees that, when applying for or changing an email address, they must complete the email verification mechanism sent by Bank SinoPac. If the verification is not completed within a specified period, Bank SinoPac may resort to sending paper copy of a statements of account.

F. The Client agrees that Bank SinoPac will cease sending any statement upon account settlement and closure.

30. In accordance with laws and regulations, Bank SinoPac is not permitted to retain passbooks on behalf of clients; therefore, the Client shall retrieve their passbooks under the laws and regulations after each deposit and withdrawal.

31. The brochures, precautions, user's instructions, or other transaction matters attached to various deposit services of Bank SinoPac are considered integral parts of the agreed content of this Agreement.

**32. Channels for Complaints and Marketing Rejection**

**Toll-free Number for Complaints: 0800-088-111**

**Number for Other Services: (02)2505-9999**

**Fax Number: (02)2191-1009**

**Bank Email: [bankservice@sinopac.com](mailto:bankservice@sinopac.com)**

**URL: <https://mma.sinopac.com>**

**Address: No. 36, Section 3, Nanjing East Road, Zhongshan District, Taipei City**

33. The Channels for Client Complaints to Financial Ombudsman Institution:

In the event of a financial consumer dispute between Bank SinoPac and the Client, the Client shall first file a complaint with Bank SinoPac as required by law. If Bank SinoPac fails to handle the complaint appropriately and provide a response within the statutory period of 30 days, the Client may apply for arbitration to the Financial Ombudsman Institution within 60 days from the date of receiving the handling result or the expiration of the deadline.

Bank SinoPac shall accept the arbitration decisions made by the Financial Ombudsman Institution, which require payment of each amount or property value below a certain threshold. The aforementioned threshold shall be determined by the dispute resolution organization and announced upon approval by the competent authority. Any changes to the threshold shall be subject to the same process.

34. The Letter of Agreement and the following provisions have been thoroughly reviewed by the Client within a reasonable timeframe and without objection.

35. The client agrees that Bank SinoPac may provide marketing or promotional messages and materials related to financial products or services, including deposits, loans, credit cards, insurance, and investment or financial management, within its business scope. This may include marketing through telephone calls. However, the client may choose to stop receiving such communications at any time by using Bank SinoPac's website, contacting the customer service hotline at (02)2505-9999, or requesting to opt out during telephone marketing calls.

**II. Use of Cross-Selling Materials -**

1. The Client knows, understands, and agrees that Bank SinoPac, the financial holding company to which Bank SinoPac belongs, and its subsidiaries controlled in accordance with the Financial Holding Company Act may collect, process and utilize the Client's name and address, relevant information such as basic information agreed upon in writing and transaction information for the purposes of Cross-Selling permitted by relevant laws and regulations, or for the purposes stated in their cooperation agreement.

2. The acquisition, use, and maintenance of relevant client information shall be conducted in accordance with relevant laws and regulations such as the Financial Holding Company Act, Rules Concerning Cross-Selling by Financial Holding Company Subsidiaries and Personal Data Protection Act.

3. Client Data Confidentiality Measures of SinoPac Holdings Co., Ltd. (hereinafter "SinoPac Holdings" ; also disclosed on the website of SinoPac Holdings):

In accordance with the Financial Holding Company Act, Rules Concerning Cross-Selling by Financial Holding Company Subsidiaries, Personal Data Protection Act, and other relevant laws, regulations, and interpretations about the collection, processing, and use of client data, SinoPac Holdings and its subsidiaries (collectively "the Group") hereby declare that strict confidentiality measures are adopted to collect, process and use client data, as required by laws and regulations. The data is cross-used based on the following statement:

**A. Client Data Collection Methods:**

The Group collects client data in accordance with relevant laws and regulations, with the Client's consent, or as expressly agreed upon in various agreement documents signed by the Client during transactions or marketing activities. This may include public information, legal information disclosed by government agencies, or information provided by third parties.

**B. Client Data Storage and Security Methods:**

Client data is securely stored in the Group's data warehouse system or in a third-party information system management provider appointed by the Group. Access to data is strictly controlled in compliance with the law and in accordance with the Group's data management regulations, business rights, and responsibilities. Unauthorized third parties cannot access or modify client data.

**C. Data Security and Protection Methods:**

Client data is stored within the Group's data processing system with appropriate maintenance and strict protection measures to prevent unauthorized access and improper acquisition or destruction of data.

**D. Classification, Utilization Scope, and Items of Client Data:**

The Group's client data includes basic information, account information, credit information, investment information, and

insurance information of the subsidiary's clients. The classification standards are as follows:

- a. Basic information: Includes name/full name, date of birth, ID number, telephone number, address, email, and other information.
- b. Account information: Includes account numbers or similar functional identifiers, credit card or cash card account numbers, deposit account numbers, transaction account numbers, data pertaining to deposit and lending activities, and other transactional and financial information.
- c. Credit Information: This includes records of dishonored checks, cancellation records, refusal of transactions records, and business operation status, among other relevant information.
- d. Investment information: Includes information on targets, amounts, and timing of investments or sales.
- e. Insurance information: Includes insurance types, terms, insured amounts, payment methods, and other relevant information.
- E. Purpose of Utilizing Client Data: the Group may disclose, refer to, or cross-use client data for marketing purposes (including Cross-Selling), business affairs handled by entrusted third parties, or as permitted by law or competent authorities, to render the Client with comprehensive and diversified financial planning products or services.
- F. Recipients of Client Information:  
Client data may be shared or disclosed among companies within the Group, within the scope permitted by laws and regulations or with the Client's consent. Except for the appointment of agents for business matters or as required by other applicable laws and regulations, no disclosure shall be made to any other third party. The disclosure recipients are as follows:
  - a. Disclosure recipients of names and addresses: Subsidiaries of the Group, details of which are published on the Group's website (<https://mma.sinopac.com>).
  - b. Disclosure recipients of relevant information other than names and addresses, such as basic information, transactional data and so on: The disclosure shall be made explicitly authorized by the Client in writing.
- G. Modification Methods for Client Data: In case of any changes in client data, the Client can request the changes at the business location. Unless otherwise specified by laws and regulations, the Client may also apply for changes in client data through the Group's website (<https://mma.sinopac.com>), telephone (Customer Service Center: 0800-088-111 (Local Calls Only)/ 02-2505-9999), or other channels and methods agreed upon by the Group.
- H. Notification of Opt-out Method for Cross-Selling: The Client may notify Bank SinoPac in writing, via email, or by contacting the Customer Service Center to request the cessation of Cross-Selling and the use of the Client's information for such purposes. Bank SinoPac shall promptly cease using the Client's information for Cross-Selling activities within a reasonable working period, per the Client's notification.

### III. Cooperative Marketing Data Utilization -

1. The Client knows, understands, and agrees that Bank SinoPac and other companies collaborating with Bank SinoPac for marketing purposes may collect, process, and utilize the Client's data for cooperative marketing activities, within the scope of their cooperative marketing objectives and applicable legal requirements, upon obtaining the Client's written consent.
2. The utilization of data for cooperative marketing shall encompass the following types of information and their respective contents:
  - A. Basic information: Includes name/full name, date of birth, ID Number, telephone number, address, email, and other information.
  - B. Account information: Includes account numbers or similar functional identifiers, credit card or cash card account numbers, data pertaining to deposit and lending activities, and other transactional and financial-related information.
  - C. Credit Information: This includes records of dishonored checks, cancellation records, refusal of transactions records, and business operation status, among other relevant information.
  - D. Investment information: Includes information on targets, amounts, and timing of investments or sales.
  - E. Insurance information: Includes insurance types, terms, insured amounts, payment methods, and other relevant information.
3. The acquisition, use, and maintenance of relevant client information shall be conducted in accordance with the Banks, Securities Firms, Insurance Companies Apply for Approval to Jointly Promote Other Business' Products or Provide Relevant Services and the Personal Data Protection Act, or applicable laws and regulations.

### IV. Compliance with the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) Implementation Guidelines for Financial Institutions -

1. The Client has been fully informed and agreed to cooperate with the bank's necessary measures taken in compliance with any tax laws (including without limitation to, the U.S. Foreign Account Tax Compliance Act (or hereafter "FATCA"), the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions ("CRS"), and the laws of the Republic of China (Taiwan)("ROC")), international treaties or governmental agreements. Such measures may include a nationality and taxpayer identity investigation over the Client or the beneficial owners/substantial U.S. owners in the case with entity clients, disclosure of the tax information and account information to the authority (including the Republic of China (Taiwan)("ROC")government and the U.S. government), and tax withholding or service termination for a cause against the Client provided that the nationality and taxpayer identity investigation indicates that the relationship between the Client and the bank meets the conditions set forth in any tax laws, international treaties or governmental agreements (such conditions include without limitation to that, the Client or its beneficiary owner fails to provide information necessary in the aforementioned investigation, fails to represent and warrant the truthfulness of the forms and documents attached herein, or does not approve the bank to perform the aforementioned informational disclosure to the Republic of China (Taiwan)("ROC") government and the U.S. government). The Client also agrees to be fully liable for any damage, loss, penalty incurred by the Bank while in violation of relevant tax regulations (including but not limited to Taiwan (ROC) tax regulations).
2. The definition of terms in paragraph I are as below for reference, the entirety and completeness of the relevant paragraphs of which shall be referred to the actual body of FATCA, Ministry of Finance, Economic Cooperation and Development Organization(OECD) :
  - A. Foreign Account Tax Compliance Act is 26 USC §1471~ §1474, or Internal Revenue Code Chapter 4, includes notice (includes, but not limited to, 26 CFR parts 1 and 301), guidance, and other documents published by Internal Revenue Service.
  - B. International Agreement: includes, but not limited to, intergovernmental agreements that facilitate the effective and efficient implementation of

FATCA sign between U.S. and R.O.C. governments.

- C. Beneficial Owner of a Contract: Beneficial owner includes, but not limited to, holder of the account to which Contracting party has standing instruction to wire money to. Should the contract party be a legal entity, the beneficial owner is the person who holds directly or indirectly ownership of stock; holder of partnership interests; owner of investment benefits; beneficiary of a trust; or the substantial beneficiary of interests of an account as otherwise defined by FATCA.
- D. Nationality and Chapter 4 Status: includes, but not limited to, nationality, and/or residence status ; Taxpayer Identification Number, Global Intermediary Identification Number ; IRS Form W-8, Form W-9, substitute forms, and other documents that may be relevant in determining a person's chapter 4 status.
- E. Other Related Terms :
  - a. Internal Revenue Code Chapter 4 Status of United States: includes U.S. Person, Specified U.S. Person, excepted NFFE, Passive NFFE, and other individuals and entities under FATCA regulation.
  - b. According to 26 U.S.C. §7701(a)(30), The term "United States person" (or "U.S. person") means—(1) a citizen or resident of the United States; (2) a domestic partnership; (3) a domestic corporation; (4) any estate (other than a foreign estate, which is an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States; and (5) any trust if—(i) a court within the United States is able to exercise primary supervision over the administration of the trust, and (ii) one or more United States persons have the authority to control all substantial decisions of the trust. According to 26 U.S.C. §1473(3), the term "specified United States person" (or "specified U.S. person") means any U.S. person other than—(1) A corporation the stock of which is regularly traded on one or more established securities markets; (2) Any corporation that is a member of the same expanded affiliated group as a corporation described in (1); (3) Any organization exempt from taxation under 26 USC §501(a) or an individual retirement plan as defined in 26 USC § 7701(a)(37); (4) The United States or any wholly owned agency or instrumentality thereof; (5) Any State, the District of Columbia, any U.S. territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing; (6) Any bank as defined in 26 USC §581; (7) Any real estate investment trust as defined in 26 USC §856; (8) Any regulated investment company as defined in section 851 or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64); (9) Any common trust fund as defined in section 26 USC §584(a); (10) Any trust that is exempt from tax under 26 USC §664(c) or is described in 26 USC § 4947(a)(1); (11) A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State; (12) A broker; and (13) Any tax exempt trust under a 26 USC § 403(b) plan or 26 USC §457(g) plan.
  - c. According to 26 U.S.C. §1471(5)(d), the term FFI (or "foreign financial entity") means with respect to any entity that is not resident in a country that has in effect a Model 1 IGA or Model 2 IGA, any financial institution (as defined 26 U.S.C. §1471(5)(e)) that is a foreign entity. With respect to any entity that is resident in a country that has in effect a Model 1 IGA or Model 2 IGA, an FFI is any entity that is treated as a Financial Institution pursuant to such Model 1 IGA or Model 2 IGA. A territory financial institution is not an FFI. According to 26 U.S.C. §1472(1)(c), an excepted NFFE means an NFFE that is—(1) Publicly traded corporation: A corporation the stock of which is regularly traded on one or more established securities markets for the calendar year; (2) Certain affiliated entities related to a publicly traded corporation: Any corporation that is a member of the same expanded affiliated group as a publicly traded corporation; (3) Certain territory entities: any territory entity that is directly or indirectly wholly owned by one or more bona fide residents of the U.S. territory (under 26 U.S.C. § 937(a) and 26 C.F.R. §1.937-1.) under the laws of which the entity is organized; (4) Active NFFEs: Any entity (an active NFFE) if less than 50 percent of its gross income for the preceding calendar year is passive income and less than 50 percent of the weighted average percentage of assets (tested quarterly) held by it are assets that produce or are held for the production of passive income (according to 26 U.S.C. §1472(1)(c), passive income includes dividends, interest, rents, royalties, and etc.); (5) Excepted nonfinancial entities: Holding companies, treasury centers, and captive finance companies that are members of a nonfinancial group; start-up companies; entities that are liquidating or emerging from bankruptcy; and non-profit organizations.
  - d. According to 26 U.S.C. §1472(1)(c), an excepted NFFE means an NFFE that is—(1) Publicly traded corporation: A corporation the stock of which is regularly traded on one or more established securities markets for the calendar year; (2) Certain affiliated entities related to a publicly traded corporation: Any corporation that is a member of the same expanded affiliated group as a publicly traded corporation; (3) Certain territory entities: any territory entity that is directly or indirectly wholly owned by one or more bona fide residents of the U.S. territory (under 26 U.S.C. § 937(a) and 26 C.F.R. §1.937-1.) under the laws of which the entity is organized; (4) Active NFFEs: Any entity (an active NFFE) if less than 50 percent of its gross income for the preceding calendar year is passive income and less than 50 percent of the weighted average percentage of assets (tested quarterly) held by it are assets that produce or are held for the production of passive income (according to 26 U.S.C. §1472(1)(c), passive income includes dividends, interest, rents, royalties, and etc.); (5) Excepted nonfinancial entities: Holding companies, treasury centers, and captive finance companies that are members of a nonfinancial group; start-up companies; entities that are liquidating or emerging from bankruptcy; and non-profit organizations.
  - e. According to 26 U.S.C. §1471(1)(b), a passive NFFE means an NFFE other than an excepted NFFE.
  - f. According to 26 U.S.C. §1473(1)(b), the term substantial United States owner (or substantial U.S. owner) means: (1) With respect to any foreign corporation, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value); (2) With respect to any foreign partnership, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and (3) In the case of a trust—(A) Any specified U.S. person treated as an owner of any portion of the grantor trust under IRC §671-679, and (B) Any specified U.S. person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust. Family members are defined as related parties include brothers and sisters, spouse, ancestors, and lineal descendants. In-laws and step relationships are not related parties, and losses on sale or exchanges with these parties may be deducted unless the in-law or step relationship is merely acting as a nominee for a related party. Half-brothers and half-sisters are related parties. The percentage of stock owned by the foresaid related parties does not need to be disclosed, but the percentage should be aggregated with the percentage of stock owned by the specified U.S. person for the purpose of determining the total percentage of stock owned by that specified U.S. person. For a financial institution within jurisdiction of a Model 2 Inter-government Agreement (IGA) country in accordance of the FATCA regulations, the aforementioned "substantial U.S. owner" may be treated as "controlling person who is a U.S. individual", while criteria of controlling person may be in accordance with local anti-money laundry regulations. In the case of Taiwan, the authority has reached an agreement in substance with the U.S. treasury as to the Model 2 IGA between Taiwan and US, and therefore the IGA is treated as if in effect. Under the "Directions Governing Anti-Money Laundering and Countering Terrorism Financing of Banking Sector" in Taiwan, a controlling person, with respect to an entity, shall



mean a person owning more than 25% of shares or capital of the entity.

3. Under the U.S. Foreign Account Tax Compliance Act (or hereafter "FATCA"), International agreement: includes, but not limited to, intergovernmental agreements that facilitate the effective and efficient implementation of FATCA sign between U.S. and R.O.C. governments, and the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions ("CRS"), the Bank is required to collect and report certain information about the Account Holder's tax residency status (including, but not limited to, the Self-Certification Form for FATCA and CRS, documents of W-8BEN, W-9). Tax residence is determined under the domestic tax laws of each jurisdiction. There might be situations where a person qualifies as a tax resident under the tax residence rules of more than one jurisdiction, and therefore is a tax resident in more than one jurisdiction. **The Client should understand the definition under the domestic tax laws of each jurisdiction.** For example: the tax resident status of the legal person/entity is based on the country or region in which the registration was made; the entity without a resident status, limited liability partnership or similar legal arrangement is deemed to be the "the resident of Place of Effective Management"; Individuals may have more than one country's tax resident status (multiple places of residence).
4. **The Client undertakes to advise the Bank of any change in circumstances which affects the tax residency status of the individual identified in the "Basic Information and Declaration" of this form or causes the information contained herein to become incorrect or incomplete, and to provide the Bank with a suitably updated self-certification form within 30 days of such change in circumstances. I acknowledge and agree that the Bank is rightful to reasonably identify the authenticity of the above declaration or changes in the circumstances and take the necessary actions with regards to my account, including, but not limited to, processing U.S. tax payment or terminating / suspending the account service. I agree to be fully liable for any damage, loss, penalty incurred by the Bank while in violation of relevant tax regulations (including but not limited to Taiwan (ROC) tax regulations).**
5. The Client is aware that the documents contained and information regarding the Account Holder, the Controlling Person and any Reportable Account(s) may be provided to the tax authorities of the Taiwan (ROC) and exchanged with tax authorities of another country (ies)/jurisdiction(s) in which the Account Holder may be a tax resident pursuant to intergovernmental agreements to exchange financial account information for tax purposes.
6. The Client hereby has agreed the statement of use of the Bank Personal Information, and acknowledge that for complying with FATCA, it is necessary for the Bank to collect, process and use my personal information, including my name, nationality, passport number, date of birth, contact information, and U.S. taxpayer identification number (U.S. Social Security Number), etc.
7. **The Client agrees to directly debit any taxes and fees which the Client shall bear pursuant to the FATCA other than the transaction amount from any account to be paid or returned to the Bank or the savings account of the Client without prior notice.**
8. **The Client must solely assume all direct, indirect, and potential losses caused to itself by any untrue content of documents it presents to the Bank, including, without limitation, IRS tax documents, declarations of FATCA status and relevant identification filed.** The Bank will not be responsible for such losses.
9. The Client understands and agrees to have an obligation to inform the Bank of its tax resident status. If client has any questions about the determination of your tax residency, please refer to the OECD website: <https://web.archive.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/index.htm> or consult with your tax consultant for advice.

#### **V. Terms and Conditions for New Taiwan Dollar and Foreign Currency Demand Deposit Accounts -**

1. The Client agrees to be bound by the terms and conditions set forth herein for establishing a demand deposit account. In the absence of specific provisions, these general terms and conditions shall apply.
2. Transaction Procedures:
  - A. Passbook Account:

For account deposits and withdrawals, the Client shall present the passbook and complete the deposit or withdrawal slips, along with any other required documents. For counter withdrawals using the non-passbook transaction method, the Client must personally conduct the transaction at the counter, sign on the transaction instructions, or use any other mutually agreed method. The Client shall also present a valid original identification document or use the palm vein agreed with Bank SinoPac; the passbook is the basis for account reconciliation.
  - B. Passbook-Free Accounts:

Clients may choose a passbook-free account based on their needs. The deposit and withdrawal slip and other relevant documents must be presented for account deposit and withdrawal. Individual clients, when conducting an over-the-counter withdrawal, must sign the transaction instructions personally at the counter or via other agreed methods and present a valid original identification document or use the palm vein agreed with Bank SinoPac. A "withdrawal password" is used for withdrawals. A comprehensive statement will be sent by Bank SinoPac monthly for client reconciliation. Should no transaction be made, no statement would be sent.
3. Withdrawal Password at the Counter
  - A. The Client may agree to add a "withdrawal password" to the demand deposit account for cash withdrawal transactions at the counter and may request a password change at any time. The Client shall memorize the password, keep it confidential, and reapply if forgotten.
  - B. The Client agrees that, under special circumstances (including but not limited to fax transactions, receipt, and payment transactions by Bank SinoPac staff when they go out, advance receipt transactions, incorrect account correction and re-entry transactions by Bank SinoPac, computer offline or operation failures due to other reasons, etc.), the "withdrawal password" is not required.
4. Interest Payments
  - A. **The interest rate for demand deposits is calculated on a daily simple interest basis based on the deposit type, currency, and period, according to the daily published rates by Bank SinoPac. Interest is settled on the 20th of each month and paid on the 21st. If the settlement date falls on a holiday, it will be settled on the last business day before the holiday, and interest will be paid on the first day. If the interest rate is adjusted, the interest will be calculated from the adjustment date.**
  - B. No interest will be accrued for daily deposit balances below the minimum amount specified by Bank SinoPac. The minimum interest-earning amounts are as follows:
    - a. **For New Taiwan Dollar (NTD) deposits: NT\$10,000 for demand deposits and NT\$10,000 for savings deposits.**
    - b. **For foreign currency deposits: USD100, GBP90, HKD1,000, CHF100, AUD100, SGD150, JPY10,000, SEK1,000, CAD100, ZAR1,000, EUR90, NZD150, CNY1.**
  - C. **The daily closing balance of deposits will be grouped into intervals based on the same balance amount. Each interval will be multiplied by its corresponding annual interest rate and divided by the number of interest calculation days, rounded to the nearest whole number. The interest calculation days are 365 days for NTD, HKD, GBP, SGD, and ZAR deposits and 360 days for other foreign**

**currency deposits, according to the published rates by Bank SinoPac.**

Example: For the interest calculation period from 03/21 to 04/20, based on the balance and interest rate in the table, the total interest amount is NT\$4.

Period	Balance	Interest Rate	Days	Interest	Rounded Amount
03/21~03/22	20,000	0.30%	2	0.3287	0
03/23~04/20	16,000	0.30%	29	3.8137	4

- D. For transactions related to current deposits, such as cash, transfers, remittance deposits, and/or withdrawals, conducted through automated teller machines (ATMs) or online banking during non-business hours (including holidays), the interest calculation starts from the date of deposit or withdrawal. The cutoff time for determining the transaction date is 11:00 p.m. Whether the transaction passes the designated cut-off time for daily interest calculation shall be determined according to the time when the Bank SinoPac mainframe computer system receives the transaction file or data.
- E. the interest calculation begins after the instrument is honored for deposits made using negotiable instruments.
5. Interbank Payments:  
Upon opening an account, the Client may withdraw funds from the account-opening branch and other branches of Bank SinoPac. The Client who has chosen alternative methods shall still adhere to the original agreement. The Client agrees to fill out a withdrawal slip for each withdrawal. If it is mutually agreed that the transaction requires a passbook, the Client shall present it at the time and agree to abide by the daily withdrawal limit set by Bank SinoPac. Nonetheless, in the event of offline computer systems or other operational issues, the Client agrees only to withdraw funds from the account-opening branch.
6. The Client who has chosen a passbook account as their transaction method may still perform consecutive transactions without the passbook (including over-the-counter, bank card, automated computer transactions, etc.) However, once the cumulative number of transactions without the passbook reaches the limit set by Bank SinoPac, Bank SinoPac will consolidate the unrecorded transactions as one debit and one credit entry without sending a separate record of such transactions. Nevertheless, the Client may request a printed record from the Bank.
7. The passbook deposit cannot be transferred or pledged. Each page of the passbook is numbered, and the Client must not tear, fill in, or alter its contents. The Client should promptly notify Bank SinoPac for verification and correction if any error is found. In the event of a discrepancy between the passbook balance and the computer records of Bank SinoPac, the balance indicated in the Bank's computer records shall prevail.

**VI. Agreed Terms on New Taiwan Dollar and Foreign Currency Time Deposits -**

- The Client may appoint an agent to liaise with Bank SinoPac to establish time deposits, withdrawal of deposit principal and interest, or other transactions. Bank SinoPac may process the said transactions based on the certificate of deposit, notice, or application form presented by the agent, which bears the Client's original seal.
- Depending on their nature, New Taiwan Dollar and foreign currency time deposits can be categorized into lump-sum withdrawal of principal and interest upon maturity or monthly interest payment with principal withdrawal upon maturity. If the Client early-terminates or does not authorize Bank SinoPac to renew the deposit on the date of maturity, or if the number of renewals exceeds the maximum number set by Bank SinoPac and the principal and interest are not withdrawn after the due date, the interest payment for the early-termination or overdue portion shall be calculated according to Article 10 of this Agreement.
- The duration of the time deposit is subject to the information on the front of the certificate of deposit or the agreement on the deposit voucher. If the Client offsets all or part of the deposit amount with a note, the certificate of deposit shall take effect only after the note is cashed; if the deposit is made through domestic interbank remittance, it shall take effect only after Bank SinoPac confirms the credit.
- Interest Payment:
  - Interest on time deposits is calculated daily based on the type of deposit, currency, duration, and interest rate. Compound interest is applied to lump-sum savings deposits, while simple interest is applied to other time deposits.**
  - If the interest payment date of the certificate of deposit falls on a holiday, the interest shall be settled until the day before the next business day, and the interest will be paid on the next business day.**
  - The interest amount is acquired by multiplying the principal of each certificate of deposit by the actual number of deposit days and the annual interest rate before then divided by the interest calculation period. The interest calculation period for deposits in New Taiwan Dollar, Hong Kong Dollar, British Pound, Singapore Dollar, South African Rand, etc., is calculated as 365 days per year according to the Bank SinoPac's prevailing interest rate; for other foreign currencies, it is calculated as 360 days per year according to the Bank SinoPac's prevailing interest rate.**
- According to the Client and Bank SinoPac agreement, the interest is calculated at the fixed or floating interest rate posted by Bank SinoPac when the deposit is renewed.
- Principle on installment payment and automatic deduction for regular savings deposit: The method of installment payment must be agreed to automatically deduct the deposited amount from the current savings deposit account under Bank SinoPac's comprehensive deposit item (Bank SinoPac may adjust the number and time of automatic deductions according to the system batch). The automatic deduction day is the designated day from the next month of the billing day, and if the designated day falls on a holiday, it will be advanced to the previous business day; if it is past the automatic deduction date of Bank SinoPac, the Client has to pay at the counter.
- Procedures for overdue installment payment of regular savings deposit: If the installment is overdue for more than four (4) days, the Client shall pay the overdue interest to Bank SinoPac according to the overdue date at the originally agreed interest rate and authorize Bank SinoPac to deduct the according amount directly from the Client's account. The installment will be considered a suspended deposit if it is not paid for more than six periods. For the suspended deposit, at maturity and the withdrawal of the paid installment, the principal shall continue to accrue interest at the original agreed interest rate on a simple interest basis.
- For the time deposit with a specified date of maturity, the interest is calculated at Bank SinoPac's prevailing interest rate for the actual full-month deposited period; if Bank SinoPac does not set the prevailing interest rate for the specific full-month period, the Bank SinoPac shall adopt the lower prevailing interest rate of the previous period posted by Bank SinoPac and calculate the interest according to the actual deposit period (including fractional days of the incomplete month).
- Without the consent of Bank SinoPac, the Client shall not transfer this time deposit or set up a pledge with a third party.
- Agreement on renewal before the maturity of time deposits (automatic rollover):
  - Whether at the time of or after opening an account, the Client may apply for automatic rollover renewal at maturity in writing or in other ways agreed by Bank SinoPac. The deposit with the automatic rollover renewal is restricted to the same type and period as the original deposit, and the renewal interest rate is calculated according to the following standards:
    - The original certificate interest rate shall be determined based on the prevailing interest rate published by Bank SinoPac at the time of deposit. The renewal interest rate shall be based on the prevailing interest rate published by Bank SinoPac on the day of renewal for the corresponding

term.

- b. If the published interest rate for the original term deposit has been discontinued before the maturity of the certificate, the renewal rate shall be based on the closest prevailing interest rate for a shorter period published by Bank SinoPac prior to discontinuation.
  - B. The type, duration, number of deposits, and the total deposit period of each deposit for individual renewal are subject to the latest announcement by Bank SinoPac.
  - C. In the event of exceeding the maximum renewal period for automatic renewal, late withdrawal, or failure to make an early termination before the date of maturity, the provisions of Article 10 as described below shall apply accordingly.
  - D. Every certificate of deposit can be automatically renewed without replacing the original certificate of deposit, which may be used until the maximum number of automatic renewal periods is reached.
  - E. Before the heir comes to Bank Sinopac to handle the inheritance procedures, the time deposit contract will continue to be renewed according to the original agreement.
10. Agreement on early termination and overdue time deposits:
- A. The Client may choose early termination before the maturity of the time deposit. Upon such early termination, the entire deposit shall be settled immediately.
  - B. Calculation of the interest for early-termination**
    - a. If the deposit period is less than one month (including the certificate of deposit for which the system has executed the automatic rollover on holidays and non-holidays), no interest will be calculated. If the period is more than one month, according to the actual deposit period, if the deposit uses Bank SinoPac's "fixed interest rate calculation of prevailing interest rate," it will calculate interest at 80% of the single interest rate posted on the day of deposit; if it uses Bank SinoPac's "floating interest rate calculation of prevailing interest rate" deposit, during the actual deposit period, if Bank SinoPac's prevailing interest rate is adjusted, it should also change to calculate interest at 80% of the new prevailing interest rate in segments. For the full month part of the above, if Bank SinoPac does not set a prevailing interest rate, it will calculate interest at 80% of the Time Deposit interest rate of the lower period before Bank SinoPac has posted. If the two parties have other agreements or Bank SinoPac has more favorable provisions, they will follow their agreement or provisions.**
    - b. For deposits that use the large amount prevailing interest rate to calculate interest, Bank SinoPac's large amount prevailing interest rate is used as the interest calculation basis, and other calculation standards refer to the above provisions.**
  - C. Overdue Procedures: (The procedures for overdue time deposits are executed as follows unless otherwise agreed in the Letter of Agreement)
    - a. Post-Maturity Renewal:
      - (1) Any Time Deposit may be renewed post-maturity. Should the renewal occur within one month post-maturity, the Time Deposit shall continue to accrue interest from the original maturity date (if this date coincides with a holiday, the subsequent business day will be considered). Any uncollected matured interest may also be rolled over.
      - (2) If the overdue Time Savings Deposit which is renewed or the overdue Time Deposit which has been renewed for more than one year is overdue for less than two months, the interest may be accrued from the original maturity date (if this date falls on a holiday, the subsequent business day will be considered). Its uncollected matured interest may be rolled over with the principal.
      - (3) If an overdue Time Savings Deposit is renewed as a Time Deposit with a term of less than one year and it was overdue for less than one month, the interest may be accrued from the original maturity date (if this date falls on a holiday, the subsequent business day will be considered). Its uncollected matured interest may be rolled over with the principal. The roll-over date shall be subject to a new agreement if the overdue period exceeds one month.
      - (4) For deposits at the prevailing fixed interest of Bank SinoPac, the interest will be determined based on Bank SinoPac's prevailing interest rate from the day of the original deposit's rollover.
      - (5) Deposits at the prevailing floating interest rate will be processed as those at the prevailing fixed interest of Bank SinoPac's interest. However, if Bank SinoPac adjusts its prevailing interest rate after the rollover date, the interest will be accrued at the new prevailing floating interest rate.
      - (6) For deposits at a negotiated interest rate, the deposit interest rate shall be renegotiated with Bank SinoPac.
      - (7) If the Time Deposit and/or Time Savings Deposit renewal is requested beyond the specified periods in preceding paragraphs (1), (2), and (3) after the maturity, the interest will accrue from the actual rollover date. The interest accrued from the original maturity date to the day preceding the rollover will be calculated as overdue interest based on the Bank's overdue withdrawal interest rate.
    - b. The Calculation of Overdue Interest of Overdue Withdrawal: If a Time Deposit is withdrawn past maturity, the overdue interest shall be computed on the withdrawal date based on the daily simple interest rate equivalent to Bank SinoPac's prevailing rate for demand deposits. In the event of an adjustment to Bank SinoPac's prevailing rate for demand deposits between the date of maturity and the withdrawal date, interest shall be computed separately according to the prevailing rates before and after the adjustment.
    - c. For time deposits that mature after the depositor's death, if the heir has not yet come to Bank Sinopac to handle the inheritance procedures, interest will be calculated according to the Bank SinoPac's prevailing interest rate.
11. Principles for addressing changes in prevailing interest rates and deposit amounts for large time deposits:
- A. If Bank SinoPac's prevailing floating interest rate for large Time Deposits at the time of the initial deposit is unavailable, the interest on the Time Deposit shall not be subject to changes due to Bank SinoPac's introduction of a new prevailing floating interest rate for large Time Deposits before its maturity. Interest shall be computed based on the originally agreed prevailing floating interest rate for general Time Deposits.
  - B. If the prevailing floating interest rate for large Time Deposits is utilized at the time of the initial deposit, and Bank SinoPac cancels this prevailing floating interest rate before the maturity of the Time Deposit, the interest shall be calculated with the prevailing floating interest rate of the general Time Deposit from the cancellation date. Should Bank SinoPac alter the standard limit for large Time Deposits following the initial deposit, the adjusted prevailing floating interest rate for large Time Deposits, which applies to the original deposit amount, will be used for interest computation. If the adjusted rate is not applicable, the interest will be computed based on the prevailing floating interest rate of the general Time Deposit. Nevertheless, if Bank SinoPac's prevailing Time Deposit rate for the original term following the cancellation or alteration is unavailable, then the interest shall be computed at the prevailing floating interest rate for the closest shorter term available at Bank SinoPac.

## VII. Terms on New Taiwan Dollar Comprehensive Deposit and Foreign Currency Composite Deposit -

1. All demand or time deposits pertaining to this agreement shall be managed in adherence to the provisions of the competent authority, applicable laws, regulations, or prevailing financial customs, except where otherwise stipulated herein.
2. Transaction Approach:

No certificate of deposit is generated separately for time deposits. Instead, the time deposits transferred from certificates of deposit are noted in the

passbook, providing a foundation for the Client's reconciliation.

3. With regard to the balance of the demand deposit under this agreement, the Client may consent to maintain a predetermined balance at the end of the day with Bank SinoPac (varying by currency). This empowers Bank SinoPac to automatically transfer the integral portion surpassing the reserved balance (dependent on currency. It is NT\$ 10,000 for New Taiwan Dollar or integral multiples thereof; for foreign currency, each increment is 1,000 dollars) to the time deposit of a mutually agreed period, the transfer date being the date interest accrues. Should the Client not agree to the automatic transfer, he/she is obliged to manage each instance separately with Bank SinoPac.

In the event the Client desires to alter the reserved balance, transfer amount, or agreed term, Bank SinoPac shall make corresponding adjustments in accordance with the new deposit agreement subsequent to receiving notification from the Client to alter the original deposit agreement. Notwithstanding, existing time deposits remain unaffected.

4. The Client is granted discretion to process a pledge loan for this account as needed. Should he/she decide to apply for a pledge loan, he/she approves to adhere to the following terms. **Nevertheless, if a minor, the Client is ineligible to apply for a pledge loan.**

- A. The Client concedes that, in applying for a pledge loan to Bank SinoPac, he/she is prepared to pledge all the Time Deposits deposited under this agreement to Bank SinoPac to safeguard the Client's current or prospective loans under this General Agreement. During the term of the pledge loan, if the loan sum does not surpass the agreed limit upon maturity of the time deposit, Bank SinoPac may determine, at its discretion, whether to automatically renew the principal and interest under the original conditions. The Client also consents not to transfer or pledge the Time Deposit to a third party without explicit authorization.

B. Pledge Loan Amount:

The Client may utilize a pledge loan within a limit of 95% of the aggregate time deposit amount in the identical currency under this agreement. Upon completion of the pledge loan procedure, if the current deposit under this account is insufficient to settle the Client's debts resulting from the various withdrawals, the deficit will promptly constitute the Client's pledge loan amount without necessitating another loan certificate. Nonetheless, the pledge loan amount is restrained from exceeding the aforementioned 95% ceiling.

C. Pledge Loan Term:

The term of this pledge loan may not surpass the maturity date of each time deposit, and each pledge loan may not exceed the initial maturity date of each time deposit. However, provided the Client has no default and no expressed disagreement, the term of the pledge loan may be automatically renewed after Bank SinoPac's consent, and the interest rate of the pledge loan for this renewed agreement shall adhere to Bank SinoPac's regulations at the time of renewal.

D. The Interest Rate of The Pledge Loan:

The interest rate is calculated by adding base points to the weighted average of interest rates of each time deposit with the same currency and period (each 'basis point' represents 0.25% as the annual interest rate) and is adjusted concurrently with changes in the interest rate of the time deposit. Bank SinoPac may revise the added range of the aforementioned loan interest rate as needed, to which the Client raises no objections.

**The pledge loan interest rate of New Taiwan Dollar Comprehensive Deposit equals the weighted average of interest rates of the Time Deposit in the same account plus an additional 1.5%. The pledge loan of foreign currency composite deposit is confined to the same currency, and the interest rate is the weighted average of interest rates of time deposit for a single term in its corresponding currency plus 2%.**

E. Interest Calculation and Repayment Approach:

- a. Interest is calculated monthly and deducted from the demand deposit balance in the same currency as the pledge loan. Any insufficient amount is deemed as a loan and rolled into the principal. Nonetheless, the cumulative balance of the loan principal and interest shall not exceed the original loan limit.

- b. Upon utilization of the pledged loan limit by the Client, all demand deposits in the same currency into this account as the Client authorizes the loan for Bank SinoPac to repay the principal directly. Should it coincide with the interest calculation date, the interest will first be repaid, with the remaining amount used to repay the principal. Lay payment charge on overdue amounts is calculated at the original loan interest rate, with an additional 10% of delayed interest for overdue periods within six months and an additional 20% for overdue periods longer than six months as penalty interest.**

- c. Bank SinoPac may change the aforementioned currency for pledged loans and the method of interest calculation as needed. Any change in the currency for pledged loans (whether an increase or decrease) will take effect from the date of adjustment by Bank SinoPac, while the method of interest calculation will be updated upon renewal at the expiration of the original contract. No separate signed agreement is required from the Client.

F. Method of Utilization:

When pledging, the Client shall withdraw the fund directly from this account by withdrawal voucher or other methods agreed upon by Bank SinoPac.

- G. The Time deposits in this deposit account are eligible for rollover or renewal upon maturity. The Client may apply for a loan secured by the Time Deposit with Bank SinoPac. If the loan amount exceeds the limit in Paragraph 2 of this Article, the Client agrees to repay the excess immediately. If the Client fails to repay the outstanding amount within the specified period, Bank SinoPac may, pursuant to the conditions set forth regarding premature termination of time deposits and overdue payment procedures, automatically terminate the Client's Time Deposit account in order to settle the principal, interest, deferred interest, default penalties, and other fees. If the funds are insufficient, the Client is required to make immediate repayment. If the loan amount secured by the Time Deposit falls within the limit specified in Paragraph 2 of this Article, Bank SinoPac will extend the maturity of the Time Deposit in sync with the loan secured by the Time Deposit.

- H. When the time deposit under this deposit expires or is terminated, the Client authorizes Bank SinoPac to transfer the full amount to the demand deposit account in the same currency under this Agreement on the expiry or termination day. However, if the Client has pledged a loan to Bank SinoPac, the loan will expire at the same time as the deposit expires or is terminated. Bank SinoPac can repay the loan principal and interest directly and then transfer the remaining funds to the demand deposit account in the same currency under this Agreement. If the balance of the demand deposit account has reached the rollover conditions separately agreed by the Client and Bank SinoPac, the deposit will still be automatically rolled over by the Bank SinoPac operating system with the said day as the interest commencement date.

5. If the Client has signed a separate loan agreement with Bank SinoPac, and this comprehensive deposit account has been designated as the account for the loan collection, Bank SinoPac will conduct corresponding procedures according to the following agreement of borrowing at a lower rate and repayment at a higher rate:

- A. The Client's access to the credit facilities, inclusive but not limited to the limit associated with the Time Deposit under this Agreement, will be deployed sequentially, adhering to the hierarchy of the lower stipulated interest rates.

- B. Should the total amount of the Client's already used credit, together with interest, exceed the original credit limit, the Client agrees and authorizes Bank SinoPac to directly allocate funds from the credit with the next lower interest rate to offset the exceeded amount during monthly interest calculation, without the necessity for the Client to make a separate application for fund allocation.

- C. The Client's debt repayment order shall follow the sequence: fees, penalty for breach of contract, late interest, interest, and principal. When the sequence of repayment is the same, priority shall be given to repayment of the part with a higher agreed interest rate.
- D. In instances where multiple credit facilities with corresponding interest rates exist, Bank SinoPac retains the right to choose which credit facility will be put into operation.

**6. Other Provisions:**

**In the event that Bank SinoPac needs to withdraw funds from the Foreign Currency Composite Deposit Account due to the exercise of its right of pledge or other reasons, the Client, who is obligated to engage in foreign exchange transactions or currency conversions, hereby authorizes Bank SinoPac to perform such transactions on behalf of the Client for the purpose of offsetting the debt. The Client acknowledges and agrees to assume all exchange losses and/or transaction fees arising from the sale and purchase of foreign currencies or currency conversions. The Client shall not revoke this authorization without the prior consent of Bank SinoPac.**

7. The Client agrees to settle all debts related to this account when closing the account. However, this does not apply without a separate loan transaction agreement.

**VIII. Agreed Terms on Checking Deposit -**

**【Agreed Terms on Checking deposit】**

1. Should a Client open a checking account, the stipulations in this Agreement shall take precedence. The Negotiable Instruments Act and the general provisions shall come into force for matters not expressly addressed herein.
2. The Client who makes a counter withdrawal shall affix the original seals on the check disbursed by Bank SinoPac. Nonetheless, any prior agreement between both parties shall prevail.
3. **It is incumbent upon the Client to regulate the date of payment when issuing checks and ensure fund adequacy for payment. Bank SinoPac is not obligated to alert the Client to any insufficiency in check funds.**
4. **In the event of loss, theft, or fraudulent activity involving the Client's checks, blank checks, or seals, the Client shall adhere to the stop payment procedure standards promulgated by the competent authorities, as well as regulations pertaining to passbooks and stamp stop payment procedures of Bank SinoPac. The Client shall bear any liability arising from fraudulent acts before Bank SinoPac's acceptance of the stop payment written request. When reporting the loss of the checking account seals via the call center, the Client consents to Bank SinoPac proceeding with payment in accordance with the original seal prior to the acceptance of the stop payment and change of seal's written request.**
5. **When the Client issues a promissory note or draws a bill of exchange with Bank SinoPac acting as the place of payment or payer, it is required to separately constitute an "Application for Paying Agent Agreement," thereby designating Bank SinoPac as the paying agent. In the absence of a signed agreement, Bank SinoPac retains the right to decline payment on the grounds of not being entrusted with payment.**
6. **When the Client issues a check that designates Bank SinoPac as the payer, Bank SinoPac shall directly debit the sum from the Client's checking account.**
7. **Notwithstanding that checks, bills of exchange, and promissory notes may have surpassed their payment deadline upon presentation, should they fall within one year from the date of drawing for checks, three years from the date of maturity for bills of exchange and promissory notes (from the date of drawing for promissory notes with payment upon presentation); and the Client has not withdrawn his payment order or there exist no other impediments which prohibit payment, the Client consents to Bank SinoPac making the payment.**
8. When Bank SinoPac effects payment based on the checks, irrespective of the date of the drawing, disbursements will be executed in accordance with the sequence in which the holder tenders them. In the event of multiple checks being tendered concurrently, Bank SinoPac reserves the right to determine the payment sequence. Furthermore, Bank SinoPac is mandated by law to withhold payment, even if the Client's deposit balance is adequate to cover the face value of the checks, should a notification of bankruptcy be received from the Client.
9. Should any of the entries and signatures on checks, bills of exchange, and promissory notes be subject to forgery, alteration, or tampering, Bank SinoPac will not be liable for compensation if it has exercised the due diligence of a good manager and it is impossible to identify with the naked eye.
10. Bank SinoPac is absolved from any obligation to provide compensation should it affect payment on checks prior to receipt of a court notice concerning a fraudulent disposition arising from the Client's checks being fraudulently appropriated.
11. The Client recognizes that the image data of checks retained by Bank SinoPac bears equivalent legal efficacy to the original checks drafted by the Client.
12. The Client grants Bank SinoPac the authority to debit the following from the checking account automatically:
  - A. The Client's tax or other public utility charges that the Client instructs the deduction unit to notify Bank SinoPac to pay.
  - B. Any loans and interest due to Bank SinoPac by the Client.
  - C. Any fees arising from the provision of services by Bank SinoPac.
  - D. Any other charges approved by the Ministry of Finance for Bank SinoPac to deduct as an agent on the Client's behalf.

**【Note Credit Management Agreement】**

**1. Definitions**

**The terms utilized in this Note Credit Management Agreement are delineated as follows:**

- A. **"Dishonored Negotiable Instruments"** shall mean negotiable instruments on which a financial institution has refused to pay and returned to the holder of such negotiable instrument with a completed dishonored slip.
- B. **"Redemption"** shall mean redemption by payment of the amount due or the like by the Depositor with respect to a Dishonored Negotiable Instrument and dishonored slip thereof due to insufficient funds, incorrect chops or signatures, designation of a financial institution acting as paying agent for promissory notes without the agreement of such financial institution or the Depositor's withdrawal of payment instructions prior to the expiry of the period for presentation of the promissory notes.
- C. **"Reserve for Payment"** shall mean a deposit of a Dishonored Negotiable Instrument due to insufficient funds with the financial institution handling the Dishonored Negotiable Instruments with a request to hold same as "other payables."
- D. **"Re-Presentation and Payment"** shall mean the re-presentation of a Dishonored Negotiable Instrument and payment thereon from the checking account or "other payables" account.
- E. **"Record"** shall mean recordation by the Taiwan Clearing House of Dishonored Negotiate Instruments, Redemptions, and other facts relevant to a Depositor's credit on negotiable instruments available for inquiry.
- F. **"Termination of Mandate as a Paying Agent"** shall mean termination of a financial institution's mandate to act as paying agent for a promissory note issued by the Depositor.



G. "The Refusal of Transactions" shall mean refusal by a financial institution to handle transactions through a checking account regarding which the Depositor has a bad record with respect to credit on negotiable instruments.

2. Account Opening Reviewing and Change of Account Opening Data

When the Client opens an account, he/she/it shall fill out the signature card and the receipt for checks and deliver same to Bank SinoPac. After Bank SinoPac checks with the Taiwan Clearing House, Bank SinoPac shall deliver blank checks to the Depositor. In the event that the data contained in the signature card is changed, the Client shall immediately notify Bank SinoPac in writing. In the event that the Client changes the name or the responsible person and fails to comply with the preceding paragraph and fails to cure such failure within one (1) month after Bank SinoPac discovers the failure and so notifies the Client, Bank SinoPac may terminate the agreement for checking account transactions and notify the Client to close the account.

3. Promissory Note

If the promissory note issued by the Client is dishonored due to insufficient funds or incorrect chops or signatures, the fact of such dishonored promissory note shall be recorded together with the Depositor's record for dishonored checks.

4. Handling Fees

When a negotiable instrument issued by the Client is dishonored due to insufficient funds, Bank SinoPac may collect handling fees from the Client.

The handling fees described in the preceding paragraph shall not exceed one hundred and fifty percent (150%) of the handling fees that the Taiwan Clearing House collects from Bank SinoPac.

The stipulations in the foregoing two sections shall be equivalently applied in scenarios where checks drawn by the Client are returned for reasons other than those enumerated, thereby incurring a procedural fee to Bank SinoPac payable to the note exchange.

Bank SinoPac retains the right to directly offset the procedural fees incumbent upon the Client under this contract from the Client's checking account or any other deposit account domiciled with Bank SinoPac.

5. Record

In the event that the Client has made a Redemption, the Client has deposited a Reserve for Payment, there has been Re-Presentation and Payment, or other matters occur related to the Client's credit on negotiable instruments within three (3) years after the date on which checks drawn by the Client or promissory notes on which Bank SinoPac is a paying agent are dishonored, the Client may request Bank SinoPac to approve and transfer to the Taiwan Clearing House to Record such fact in accordance with the "Guidelines for the Registration of Clients' Credit on Negotiable Instruments."

6. Limitation or Suspension on Provision of Blank Checks or Promissory Notes

If any one of the following circumstances exists with regard to the Client, Bank SinoPac may limit the issuance of blank checks and promissory notes:

A. The occurrence of Dishonored Negotiable Instruments due to insufficient funds or the Client's making frequent Redemptions, deposit of Reserves for Payment, or Re-Presentation and Payments after negotiable instruments are dishonored; or

B. Other abnormal situations occur related to the use of negotiable instruments.

Bank SinoPac shall state the reason for such limitation in writing; with respect to the reason for such limitation, the Client may raise objections if the Client deems such limitation unreasonable.

In the event that the Client's deposit account with Bank SinoPac is attached, Bank SinoPac may suspend the provision of blank checks and promissory notes. However, the preceding provision shall not apply if a Reserve for Payment of the attached amount has been deposited with Bank SinoPac.

7. Termination of the Mandate as a Paying Agent

In the event that promissory notes issued by the Client drawn on the Client's checking account with all financial institutions are dishonored due to withdrawal of the authorization of the financial institution designated as paying agent prior to expiring of the period for presentation, and the number of such dishonored promissory note on which Redemption, Reserve for Payment or Re-Presentation and Payment has not been Recorded is not less than three (3) during the past one (1) year, Bank SinoPac may terminate the Client's mandate to designate Bank SinoPac as a paying agent for a period of three (3) years commencing from the date the Taiwan Clearing House declares the dishonors.

If Bank SinoPac terminates the Client's mandate to designate Bank SinoPac as a paying agent pursuant to the preceding paragraph, the Client shall return the remaining blank promissory notes to Bank SinoPac within one (1) month after receiving Bank SinoPac's notice to do so.

8. The Refusal of Transactions

In the event that negotiable instruments drawn on the Client's checking accounts with all financial institutions are dishonored due to the existence of one of the following circumstances and the number of such dishonored checks on which Redemption, Reserve for Payment, or Re-Presentation and Payment has not been Recorded is not less than three (3) during the past one (1) year, or the Client is sentenced for commission of a crime related to using negotiable instruments, Bank SinoPac may reject the Client's account for a period of three(3) years commencing from the date the Taiwan Clearing House declares the dishonors:

A. Insufficient funds;

B. Incorrect chops or signatures of the issuer;

C. Designation of a financial institution to act as paying agent for a promissory note without the agreement of such financial institution.

The records for each item in the preceding paragraph shall be calculated separately and not in aggregate.

9. Termination of Checking Account Agreement

In the event that the Client is designated as a non-transactional account holder, or for any other reasons resulting in the termination of the checking account agreement, the Client shall, within one month of being notified by Bank SinoPac, settle the account and return any remaining blank checks and promissory notes.

10. Temporarily Resumed Transactions upon Company Reorganization

If the Client is a company that has obtained approval for reorganization from a court before the period of the refusal of transactions has expired, the Client may request Bank SinoPac's approval and transfer to the Taiwan Clearing House to Record the reorganization; Bank SinoPac may temporarily resume transactions with the Client if the reorganization is Recorded.

If the aforementioned company experiences another instance of insufficient funds leading to returned checks from the date of the

temporary restoration of the transaction to the date of expiration of the original non-transaction period, Bank SinoPac may refuse to conduct transactions for three years, starting from the date of re-reporting by the note exchange.

**11. Request for Resumption of Transactions**

In the event that any of the following circumstances exists with respect to the Client subject to the refusal of transactions, the Client may, with Bank SinoPac's consent, open a new account and resume transaction:

- A. The period for the refusal of transactions has expired, or
- B. Recordation of the Redemption, Reserve for Payment, or Re-Presentation and Payment of all Dishonored Negotiable Instruments led to the refusal of transactions and all Dishonored Negotiable Instruments thereafter.

**12. Maintenance of Data and Inquiries**

The Client agrees that Bank SinoPac may use the Taiwan Clearing House as a data center for maintaining records for Dishonored Negotiable Instruments and The Refusal of Transactions. The Client also agrees that such Taiwan Clearing House may make the Client's Record for Dishonored Negotiable Instruments and The Refusal of Transactions and all other data related to the Client's credit on negotiable instruments available for third party's inquiries.

In compliance with Article 17 of the Regulations Governing the Business of Negotiable Instruments Exchange and Clearance of Accounts among Banks, Bank SinoPac shall collect the credit note information of the Client and provide such information to the Negotiable Instruments Exchange.

Subject to the Client's consent, Bank SinoPac may collect, process, and utilize the Client's credit note information from financial peers or the note holder for credit note risk management.

The aforementioned credit note information includes basic account opening information, loss reporting, payment stop, revocation of a payment order, note-dishonor record (including warning accounts and frozen accounts), being listed as a refused transaction client, use of note-related crime investigation and trial results data, presenter information, exchange notes, and other note credit-related data. Nevertheless, credit note information collected by financial institutions that operate checking account services does not include data on the use of notes involved in the investigation and trial results of crimes.

**13. Supplemental Agreement**

Any aspects pertaining to the management of credit notes not explicitly provided for herein shall be governed and executed in accordance with the prevailing applicable laws and regulations.

**IX. Provisions Pertaining to the Gold Passbook -**

1. When a Client opens a Gold Passbook account, these provisions shall apply in priority. Any agreement not explicitly stipulated in these provisions shall be subject to the General Terms of Agreement.
2. Required Documents for Opening an Account: When the Client opens an account for the first time, they shall visit Bank SinoPac's premises to present identification documents to verify their identity. After prudently reading this Agreement, the Client shall fill out and sign related documents, including, but not limited to, the Gold Passbook Opening Application, the seal card, risk disclosure content, etc., and pay the account opening fee. **Such fee is based on the notice at Bank SinoPac's premises.**
3. Transaction Hours: The trading hours of this account must last between 9:00 am and 3:30 pm on the business day of the Bank. Any extension or change of the aforementioned transaction time shall be **subject to the transaction time announced by Bank SinoPac or publicly disclosed at its premises.**
4. Pricing Currency: The gold price in New Taiwan Dollars and US Dollars in this account is recorded, respectively, and cannot be bought, sold, or transferred across currencies. The Client who applies for a Gold Passbook in New Taiwan Dollar can only conduct transactions in the NTD demand deposit account opened by the Client at Bank SinoPac, and those in USD can only make transactions in the USD demand deposit account at Bank SinoPac.
5. Minimum Trading Unit: The Gold Passbook priced in New Taiwan Dollars and US Dollars adopts 1 gram and 1 troy ounce of gold as the minimum trading unit, respectively.
6. Agreement on Over-the-counter "Withdrawal Password" : Clients can set up an over-the-counter "withdrawal password" when they need to resell, withdraw, or transfer physical gold at the counter. The "withdrawal password" can be changed at any time, and the Client should memorize and keep the said password. If forgotten, a new application should be made.
7. Subscription:
  - A. Single Purchase: The Client is **exempted from service fees** for single purchases made over the counter and online banking after opening a Gold Passbook account with Bank SinoPac. When purchasing at the counter, the Client shall bring the passbook, fill out the Gold Passbook Transaction Slip, and purchase at the prevailing selling price of Bank SinoPac at the time of purchase. The quantity of each gold deposit shall not be less than the minimum trading unit and shall be an integral multiple of the minimum trading unit.
  - B. Regular Investment: The Client who subscribes to the regular investment of gold into this Passbook shall observe the Gold Passbook Regular Investment Agreement in respect of all matters, and **the standard fixed fee shall be paid per the notice at Bank SinoPac's premises.**
8. The Resale:
  - A. Any client who makes a resale of the Gold Passbook at the counter should bring the passbook, fill out the Gold Passbook Transaction Slip, stamp the original seal, and conduct the resale at the prevailing purchase price of Bank SinoPac at the time of resale. A single resale transaction by the Client through the counter and online banking is exempted from service fees.
  - B. The quantity of each resale of gold should not be less than the minimum trading unit. It should be an integral multiple of the minimum trading unit unless the entire account balance is resold or the account is closed.
9. Withdrawing the Physical Gold:
  - A. Should the Client wish to withdraw physical gold, they must initially consult with the original Bank SinoPac branch where the account was opened to discuss the desired specifications and quantity of gold and arrange a date for withdrawal to allow for stock preparation.
  - B. The Client may withdraw physical gold only in the fixed specifications provided by Bank SinoPac.
  - C. The Client who applies to withdraw physical gold must present their seal and passbook and fill out a gold passbook transaction voucher at the original Bank SinoPac branch where the account was opened.
  - D. When applying to withdraw physical gold, the Client **must pay the price difference, the amount of which is subject to the announcement made at the Bank SinoPac business premises.**
  - E. The Client who agrees to **withdraw physical gold from a gold passbook priced in US Dollars** provided by Bank SinoPac can withdraw physical **gold valued only in grams**. The conversion method for the required troy ounce (English ounce) quantity to be deducted is as follows: the total withdrawn quantity in grams is divided by 31.10 (calculated to two decimal places, rounded to the nearest whole number).

**F. The gold bullion, once withdrawn, cannot be re-deposited.**

10. Method of Transfer: The Client must present the gold passbook and the original seal, fill out a gold passbook transaction voucher, and **pay a transfer fee to transfer the gold to another account. The transfer of the above price is subject to the announcement made at the Bank SinoPac business premises.**
11. Retention of the Seal or Signature:
  - A. The Client should open a gold passbook account and retain a seal by the stipulation of Bank SinoPac for all transactions.
  - B. Regarding this Agreement and related matters, the seal on all certificates and other documents becomes effective once it matches the retained seal. **If Bank SinoPac, having fulfilled the duty of care of a good manager, believes that the seal matches the retained one and proceeds with the transaction, even if the seal has been stolen or counterfeited or any other circumstances have led to a loss. In that case, the Client is still willing to bear all responsibility.**
  - C. If the Client's seal is lost or damaged, the Client should immediately report the seal loss or change the seal with Bank SinoPac. If the seal above or other Client information is changed, the Client should process the relevant changes with Bank SinoPac. Bank SinoPac will not bear any responsibility for any damage resulting from failure to report the loss or change of the seal. Any actions by Bank SinoPac according to the original retained seal remain valid until the loss report or seal change procedure is completed.
12. After the Client makes a single subscription or regular investment at Bank SinoPac, the number of gold passbook units held by the Client is subject to the data recorded by Bank SinoPac. **If Bank SinoPac discovers that the recorded data is incorrect, the Bank may directly correct it and notify the Client.**
13. The rights acknowledged by this account cannot be transferred or pledged to a third party.
14. **Risk Disclosures:**
  - A. **Investment Warnings:**
    - a. **The characteristics of the Gold Passbook differ from those of deposits, stocks, funds, and other investment vehicle. Before opening an account and deciding on transactions, the Client should cautiously evaluate their financial status and risk-bearing capacity. If the Client does not fully comprehend this product, do not invest.**
    - b. **A Gold Passbook is not a conventional deposit account but a form of investment. Apart from paying no interest, it also carries investment risks.**
    - c. **Gold Passbooks are not subject to the regulations of the Deposit Insurance Act. Neither are they under any protection from deposit insurance.**
    - d. **As international gold prices fluctuate, transactions carried out in this account may result in gains or losses to the principal accordingly. Clients should judge at their sole discretion regarding the timing of investment and bear the investment risk. In the worst-case scenario, the maximum loss may be the entire investment principal.**
    - e. **The gold passbook serves as a ledger for customers, documenting gold transactions. Should the Client desire to withdraw physical gold bullion, an additional fee must be remitted as stipulated within the gold passbook. Once the gold bullion has been withdrawn, it may not be subsequently deposited or resold to Bank SinoPac.**
    - f. **Before investing in a Gold Passbook, the Clients should familiarize themselves with this Product. Clients who do not understand such products should not sign or seal any related documents.**
  - B. **Risk Illustrations:**
    - a. **Market Risk: The Gold Passbook is susceptible to loss of principal due to changes in gold prices and relevant financial markets such as interest rates, exchange rates, stock prices, indices, commodities, or other indicators.**
    - b. **Liquidity Risk: The Client agrees that, if a disaster, riot, war, or force majeure occurs, or if there are significant changes in international politics and economy or an international transaction custom fails to be fulfilled, or if there are changes in government laws that lead to market disruption or interference, causing delays in gold price quotations, interruptions in transactions, or hindrances in settlements, and causing Bank SinoPac to be unable or delayed in making payments, Bank SinoPac shall not be held liable.**
    - c. **Credit Risk: If any changes in the business or financial conditions of the Bank or other parties lead to a direct loss of principal, the Client shall bear the credit risk of Bank SinoPac.**
    - d. **Exchange Risk: At the outset of the investment, if the Client uses funds in other currencies to exchange into the Gold-Passbook-priced currency, they should note that converting the principal of the Gold Passbook back into the original currency may generate exchange risks which could result in a value lower than the initial investment principal.**
    - e. **Country Risk: The Client must bear the risk that financial market volatility in a particular country due to political, economic, or natural disasters may lead to direct loss of principal.**
    - f. **Tax and Legal Risk: The Clients need to understand that they should pay taxes in accordance with relevant laws and regulations. Changes in the tax rate and the method of levying due to laws, regulations, or policy changes may affect the Clients' actual investment income. Clients need to assess this risk with caution.**
    - g. **The factors influencing the fluctuation of Gold Passbook prices are extremely complex. The risks disclosed by Bank SinoPac are illustrative and may not comprehensively describe all the potential trading risks and factors that may impact market trends. Hence, The Client is strongly urged to understand the nature of the product entirely and to carefully consider relevant financial, accounting, tax, and legal factors. A thorough assessment of one's own financial status and risk tolerance should be conducted before deciding whether to invest.**
  - C. **Evaluation of Client Investment Attributes: Before trading in the Gold Passbook, the Client should complete the "Client Investment Attribute Questionnaire". Only clients above a certain level of risk attributes may trade.**
15. **The Clients or their heirs are obligated to report any matters involving gifts, inheritance, and taxes related to the Gold Passbook and bearing relevant responsibilities.**
16. The profits or losses resulting from transactions within the Gold Passbook should, according to relevant tax laws, be reported as personal property transaction income or corporate business income, and comprehensive income tax or business income tax should be paid.
17. All matters not expressly stipulated in this Agreement and any supplementary agreements shall be governed and construed by the applicable domestic and foreign laws, financial customs and practices, administrative directives and interpretations, and relevant regulations. Any instance not guided by such regulations shall be subject to agreement between Bank SinoPac and the Client with the principles of honesty and good faith.
18. **Fees/Litigation Costs**

**Please Refer to Article XII of the General Terms of Agreement.**

19. Supplementary Agreement Effect

All other documents and forms pertaining to this Agreement (including, but not limited to, the account application form, terms of the regular investment agreement, and other terms applicable to the subject matter of this Agreement) shall constitute an integral part of this Agreement. They shall have the same binding force and effect as this Agreement.

**X. Stipulations for Non-discretionary Money Trust Funds -**

1. General Principles

A. General Terms

- a. The Client (i.e., the trustor and beneficiary) entrusts Bank SinoPac (i.e., the Trustee) with the trust funds. Bank SinoPac will utilize the said trust funds for the Client's benefit and, according to the Client's particular instructions, invest in domestic and foreign funds, listed or OTC stocks, corporate bonds, government bonds, treasury bills, financial bonds, Time Deposits, among other securities which comply with the law or are approved by the competent authority or other investment targets.
- b. Unless otherwise agreed in the agreement, **Bank SinoPac shall not possess any power to determine the use of the trust property.** From the effective date of this Agreement, all Non-discretionary Money Trust funds between the Client and Bank SinoPac, except as otherwise provided by law or other agreements, shall be governed by the terms of this Agreement (hereinafter 'the Trust Agreement').
- c. Should specific stipulations within this Trust Agreement be absent or undefined, the general provisions contained within this Agreement and those set forth in all pertinent transaction documents, including but not limited to investment subscription applications, shall govern and be binding.

B. Purpose of the Trust

The Client establishes this Trust by instructing Bank SinoPac to manage and dispose of the trust property, aiming to enhance the effectiveness of the trust property's utilization.

C. Beneficiary

- a. The beneficiary of this Trust Agreement shall be the Client unless otherwise stipulated by laws or agreed by Bank SinoPac.
- b. Unless otherwise provided by law or agreed by Bank SinoPac, the trust benefits of this Agreement are prohibited from being transferred. They shall not be pledged or provided as security to other parties.

D. Duration of the Trust

- a. This Agreement shall come into effect from the date of execution by both parties and shall remain in effect until the termination date agreed upon in Paragraph 2 of Article 18.
- b. Even if the Trust Agreement is terminated, each Non-discretionary Money Trust fund entrusted by the Client to Bank SinoPac stays unaffected and valid according to the original trust period and its agreement.
- c. The aforementioned effective date refers to the date the Client delivers the trust funds and fees to Bank SinoPac. Notwithstanding, in the case of Dollar Cost Averaging Investment and Value Averaging Investment, the said date refers to the date when the Client delivers the first trust fund and trust fees to Bank SinoPac.

E. Type, Name, Quantity, and Value of Trust Property

- a. The trust property shall be limited to the funds stipulated in the "Non-discretionary Money Trust Entrusted Investment Application Form by Bank SinoPac" (hereinafter "Investment Application Form" and shall be limited to the format provided or stipulated by Bank SinoPac) or other agreed methods and **accepted by Bank SinoPac.** Any property rights subsequently obtained due to management, disposal, loss, damage, or other causes shall also be included.
- b. The type, name, quantity, and value of the trust funds mentioned above shall comply with relevant laws and regulations and Bank SinoPac's provisions regarding the minimum amount, currency, etc.

F. Investment Target

The Client shall complete the relevant "Investment Application Form" or designate the investment target in a mutually agreed manner and proceed **after Bank SinoPac's consent.**

G. Retention of Seal or Signature:

- a. The Client should open a trust account and retain a seal in accordance with the stipulation of Bank SinoPac for all transactions.
- b. Regarding this Agreement and related matters, the seal on all certificates and other documents turns effective once it matches the retained seal. **If Bank SinoPac, having fulfilled the duty of care of a good manager, believes that the seal matches the retained one and proceeds with the transaction,** even if the seal has been stolen or counterfeited, or any other circumstances have led to a loss, the Client is still willing to bear all responsibility.
- c. In the event that the Client's seal is lost or damaged, **the Client should immediately conduct the seal loss or change procedure with Bank SinoPac.** If the aforementioned seal or other Client information is changed, the **Client should process the relevant changes with Bank SinoPac. Bank SinoPac will not bear any responsibility for any damage resulting from failure to report the loss or change the seal procedure. Any actions by Bank SinoPac according to the original retained seal remain valid until the loss report or seal change procedure is completed.**

H. Utilization of Trust Funds

- a. If the Client entrusts trust funds in New Taiwan Dollars to Bank SinoPac for investment in foreign investment targets, Bank SinoPac must first exchange the funds into foreign currency before utilization.
- b. The Client authorizes Bank SinoPac to utilize its trust funds in accordance with domestic and foreign laws and trading customs. Such utilization includes applying for foreign exchange settlement, trading foreign currencies, resolutions on the investment amount, timing, duration, delivery, trading strategies, price ranges, receipt and payment of distributable income of the investment target, reinvestment allocation, revenue, and the selection of income allocation methods, appointing executing trading financial or investment management institutions, settlement institutions, custody institutions, institutions which participate in the issuance of investment targets, or other related matters.  
**Bank SinoPac shall exercise good faith management and independent judgment in operation and utilization, and the Client shall not issue additional instructions or interfere with related matters.**
- c. **Bank SinoPac shall not pay interest on the trust funds entrusted by the Client additionally.**
- d. The Client agrees that Bank SinoPac may, in accordance with trading customs, either separately or collectively, utilize the trust funds for the same investment target to subscribe to the Client-specified investment target.
- e. **When Bank SinoPac collectively utilizes the trust funds for the same investment target, the Bank shall calculate and allocate the Client's beneficial units (or shares) according to each client's percentage of the total collected trust funds. The Client agrees**

that Bank SinoPac may calculate the shares to decimal points (subject to the issuer's provisions). Bank SinoPac may, at its discretion, distribute any remainder to other clients.

**I. Scope of Responsibilities of Bank SinoPac**

- a. Bank SinoPac shall execute the trust procedures with due care and diligence in accordance with the Client's instructions and relevant laws and international financial practices. Upon receiving any notifications which significantly impact the Client's rights, including but not limited to exercising voting rights at shareholders' meetings or fund beneficiaries' meetings or changes in credit ratings issued/guaranteed by institutions, from the transaction counterparties, Bank SinoPac shall inform the Client of the said matters as soon as possible. Where Bank SinoPac is unable to promptly inform the Client due to a delayed notification from the transaction counterpart or custodian institutions, neither Bank SinoPac, its affiliates, nor any of their directors, supervisors, managers, or employees shall be held legally liable.
- b. ETF and stocks are investment targets traded on public exchanges, and related information may be obtained via public information websites. The Client shall independently understand such information regarding the products to be invested in or already invested in, including information related to their issuers or management institutions. The Client understands and agrees that, although the Bank provides information related to the investment targets, such provision shall not be construed as the Bank's responsibility to supervise or notify the Trustor of any changes to such information.
- c. The Client shall not hold Bank SinoPac liable for any damages incurred due to actions or inactions of institutions involved in the issuance, underwriting, agency, endorsement, investment advisory, or institutions related to legal and accounting matters or the investment targets. Neither shall the Client hold Bank SinoPac liable for any delays in executing such transactions as investments, sales, redemptions, or conversions caused by market closures or holidays at the locations of the aforementioned institutions.
- d. Except in cases of intentional misconduct or negligence on the part of Bank SinoPac, the Client shall not assert any rights or claim damages against Bank SinoPac for any harm suffered due to the actions or inactions of any related institutions such as the financial or investment management institutions designated by Bank SinoPac for executing purchases or sales, the investment target issuing institutions, settlement institutions, custodian institutions, agencies or recommended investment advisory institutions, certification institutions, and accounting or legal firms.
- e. The Client acknowledges that Bank SinoPac's staff shall make no recommendations on investment targets or speculate on future net assets or exchange rate fluctuations. Should such situations arise, they are solely the subjective opinions of the staff and do not represent the position of Bank SinoPac. Bank SinoPac shall not be held responsible. Nonetheless, in compliance with regulations, Bank SinoPac may recommend investment targets upon the Client's request. The Client understands that, even if Bank SinoPac makes recommendations, they are for reference only, and the Client should exercise their sole judgment and assume profits and losses.

**J. Receipt and Payment of Trust Funds**

- a. The Client is obligated to establish a deposit account with Bank SinoPac, denominated either in New Taiwan Dollar or foreign currency, or utilize such other means as may be mutually consented to in writing between the parties, expressly for the facilitation of receipt and disbursement of trust funds and associated charges.
- b. For funds received and paid in New Taiwan Dollars, all returns and fee calculations shall be conducted in New Taiwan Dollars, and the Client shall not request payment in foreign currency. For investment in foreign securities, the New Taiwan Dollars trust funds shall be exchanged at the prevailing spot exchange rate at Bank SinoPac unless otherwise agreed upon or a more favorable provision is offered by Bank SinoPac.
- c. For funds received and paid in foreign currency, all returns shall be conducted in foreign currency, and the Client shall not request payment in New Taiwan Dollars.
- d. For trust funds received and paid via Dollar Cost Averaging Investment and Value Averaging Investment, the Client agrees and authorizes Bank SinoPac to debit the designated account on the specified debit date (or postponed to the next business day if it falls on a holiday) during the trust period (excluding the maturity date). In the event that no designated debit date is set for any month (e.g., no 30th or 31st in February), the agreed deduction will not be executed for that month.
- e. For transactions employing specified trading methods for different investment targets, the Client shall adhere to the acceptance times agreed upon by Bank SinoPac.

**K. Exchange Rate Calculation**

- a. For trust funds received and paid in New Taiwan Dollars and invested in foreign securities or domestically issued products denominated in foreign currency, the exchange of trust funds or returns shall be based on the actual trading rates of foreign exchange by Bank SinoPac during a reasonable period, unless otherwise agreed upon or a more favorable provision is offered by Bank SinoPac.
- b. The Client shall bear the foreign exchange risk arising from the exchange of trust funds.
- c. For currency conversions between different currencies when converting investment targets, the exchange rates set by the issuer (including but not limited to brokerage firms, underwriters, or fund management companies) shall apply according to their operational rules.
- d. For conversions between different currencies in foreign currency trusts, the principal shall be calculated based on Bank SinoPac's latest spot exchange rate.
- e. Should trust funds be invested in foreign securities denominated in a currency other than the subscription currency, conversion to the pricing currency of the securities is required. Such conversion may give rise to currency risk, potentially reducing the value below the principal investment. The Client shall bear all currency risk derived from non-linkage to the pricing currency of the securities.
- f. The Client understands that Bank SinoPac will not speculate on future exchange rate trends.

**L. Distribution of Trust Income**

- a. The trust fund income shall be processed in accordance with the regulations of the issuing institution for the specified investment targets. If no specific income distribution method is prescribed for the trust investment targets, the Client authorizes Bank SinoPac to decide on the distribution manner.
- b. Should there be any additional earnings following the complete redemption of the investment target, the distribution shall continue in accordance with the preceding clause. Notwithstanding, if the distribution proceeds are insufficient to cover related processing fees, Bank SinoPac may account for such separately. The Client will be notified to receive the proceeds only once the relevant earnings have accumulated



to a distributable benefit.

- c. **The tax of this trust investment shall be processed under the laws of the Republic of China, the tax laws of the jurisdiction of the investment target, and relevant regulations. Based on the relevant provisions of US tax law, non-US individuals are subject to a withholding tax of 30% on income derived from sources within the United States, such as cash dividends, unless otherwise provided by the trading market's regulations. The Client should seek advice from their tax advisor on relevant tax obligations. Bank SinoPac will distribute the withheld amount to the Client after receipt.**

**M. The Repayment of Trust Fund**

- a. **Both parties agree that the Client shall open a deposit account in their name at Bank SinoPac for the purpose of receiving the repayment of trust funds and their interest at the time of signing this Agreement. If the Client does not specify a deposit account, the trust funds shall be paid into the deposit account previously registered in Bank SinoPac's system unless otherwise mutually agreed between both parties.**
- b. **The repaid trust fund or any accrued income from Bank SinoPac in accordance with the terms of this trust may be directly transferred to the aforementioned deposit account.**
- c. **Should Bank SinoPac be unable to disburse the trust funds or accrued income due to any changes or closure of the deposit account referred to in Paragraph 1 of this Article, it may act as a custodian for such funds or income. During the custody period, no interest shall accrue, nor shall the funds be protected by deposit insurance.**
- d. **Upon the return of the trust funds, if the deposit account has been closed, the Client shall, upon receipt of notice from Bank SinoPac, collect a crossed cheque made payable to the Client, non-transferable by endorsement, or request a wire transfer to another bank account opened by the Client with another banking institution.**

**N. Instructions for Changes in Trust Funds**

The Client, regarding changes in deduction amount, the deduction account, the deduction manner, deduction dates, cessation/recovery of deductions, and other related matters, shall abide by the procedures stipulated by Bank SinoPac (including the "Application for Changes in Non-discretionary Money Trust Investment Entrusted by Bank SinoPac," hereinafter the "Change Application Form") or other agreed-upon manners. Such changes shall take effect upon execution of Bank SinoPac within a reasonable operational time frame.

**O. Suspension of Transactions**

Should Bank SinoPac receive any notice regarding capital increase (or decrease), liquidation, alteration, merger, dissolution, suspension of transactions or delivery, operational difficulties, or other force majeure conditions, the Client shall cooperate in responsive measures or terminate the said application. Any and all resulting losses, taxes, costs, or burdens shall be borne solely by the Client.

**P. Other Agreed Transaction Manners**

- a. **The term "Other agreed Manners" in the Trust Agreement refers to the manners separately agreed between the Client and Bank SinoPac for conveying various instructions, applications, requests, ideas, facts, or expressions, which shall include but are not limited to, the telephone services, fax transaction instructions, and Internet transaction services provided by Bank SinoPac. Once the Client completes the activation procedures, the aforementioned services may be utilized for trust-related activities under this Agreement.**
- b. **The actions carried out by the Client through the services described in the previous paragraph shall be limited to the services actually provided by Bank SinoPac and must comply with the agreed terms of each service.**

**Q. Accounting Treatment and Reporting**

- a. **Bank SinoPac shall, with regard to each individual trust fund, establish corresponding dedicated accounts; Bank SinoPac shall, on a regular or irregular basis, produce and compile statements of account, transaction reports, or related documentation pertaining to the application of the trust funds, and send such documents to the Client via written communication or electronic mail.**
- b. **Investment targets and units of the Client's trust funds shall be determined according to the records of Bank SinoPac. Should Bank SinoPac discover any error, they may correct it and notify the Client accordingly.**
- c. **After accepting the Client's investment application for Dollar Cost Averaging Investment and Value Averaging Investment, Bank SinoPac need not issue physical trust certificates but, instead, shall record related trust information in the Client's trust account and deliver transaction reports or account statements.**
- d. **The value of the trust funds referred to in this Agreement will depend on the investment performance, public market price, exchange rate fluctuations, and other factors of the investment target and may not correspond precisely to the trust amount recorded in the account statement.**

**R. Amendment, Termination, or Cessation of the Trust Agreement**

- a. **The Client agrees that Bank SinoPac possesses the right to amend or change this Trust Agreement, provided that Bank SinoPac discloses the said change at its business premises or website 30 days in advance. The Client's failure to express objections within this period and terminate the agreement shall be deemed as acceptance of the said amendments or additions.**
- b. **During the agreement's term, unless otherwise stipulated by law or contract, either the Client or Bank SinoPac may terminate the Agreement with 30 days' prior written notice or in another agreed-upon manner.**
- c. **After signing this Trust Agreement, but before Bank SinoPac begins to manage the trust property according to its purpose, either party may terminate the Agreement by written notice or another mutually agreed manner at any time.**
- d. **Unless otherwise agreed by the parties, this Agreement may be terminated for any of the following reasons:**
  - (1) **The trust purpose cannot be achieved.**
  - (2) **Termination ordered by the court or the competent authority.**
  - (3) **The Client's death after notice has been given by the beneficiary and delivered to Bank SinoPac.**
  - (4) **Either party's loss of capacity, dissolution, restructuring, bankruptcy, or cessation of business, where the other party may notify termination in writing or other mutually agreed means.**

**S. Disposition and Delivery of Trust Property upon Extinguishment of Trust Relationship**

Upon the extinguishment of the trust relationship, Bank SinoPac shall return the remaining trust property to the beneficiary. The determination of the beneficiary shall be made according to Article 65 of the Trust Law.

**T. Disclosure of Transactions with the Trust Business or its Stakeholders**

**The Client has already been informed regarding the related transactions of the Non-discretionary Money Trust business under the terms of this Trust Agreement managed by Bank SinoPac and acknowledges that conflicts of interest may result from the roles played in such transactions. The Client hereby agrees to the following:**

- a. The Client agrees that Bank SinoPac shall disclose the investment of stakeholders in the trust industry involved under the terms of this Trust Agreement, such as domestic and foreign trust funds, listed or OTC stocks, financial bonds, and other valuable securities approved by laws or regulatory authorities, on the “MMA eBanking” for inquiry, with the URL as <https://mma.sinopac.com>. The same applies when changes occur.
  - b. The Client understands that stakeholders of Bank SinoPac refer to the following:
    - (1) Those holding more than five percent of the total issued shares or total capital of Bank SinoPac.
    - (2) Those serving as the responsible person within Bank SinoPac.
    - (3) Those vested with discretionary authority over the trust assets.
    - (4) Those engaging in a sole proprietorship, partnership, or acting as the responsible person in a business or representing a group, where such is related to persons under clause (1) or (2).
    - (5) An enterprise where persons under clause (1) or (2) individually or collectively hold more than ten percent of the total issued shares or capital.
    - (6) An enterprise with half of its directors the same as Bank SinoPac.
    - (7) An enterprise where Bank SinoPac holds a stake exceeding five percent.
  - c. The Client understands that transactions with stakeholders refer to the following transactions conducted by Bank SinoPac with itself or with stakeholders of Bank SinoPac:
    - (1) Purchasing securities or negotiable instruments issued or underwritten by Bank SinoPac or stakeholders of Bank SinoPac with trust properties.
    - (2) Acquiring properties of Bank SinoPac or stakeholders of Bank SinoPac with trust properties.
    - (3) Selling trust properties to Bank SinoPac or stakeholders of Bank SinoPac.
    - (4) Other transactions involving stakeholders under regulations of competent authorities.
    - (5) Purchasing securities or negotiable instruments brokered by the banking division of Bank SinoPac with trust properties.
    - (6) Depositing trust properties in the banking division of Bank SinoPac or with stakeholders of Bank SinoPac for deposit or conducting foreign exchange or credit card-related transactions with the banking division of Bank SinoPac.
    - (7) Conducting transactions other than those specified in Paragraph 1 in Article 25 of the Trust Enterprise Act with trust properties with Bank SinoPac or stakeholders of Bank SinoPac.
- U. Other Agreements
- a. In the event that the trust funds are subject to compulsory, restricted, or halted trading due to domestic or foreign laws and regulations, issuers of the investment target, prospectus, or other causes, resulting in Bank SinoPac's inability to proceed according to the terms of this Trust Agreement or client's instructions, the Client shall have no objections.
  - b. Administrative, management, investment, trading, conversion, redemption, and other costs related to the issuers of the investment targets are usually directly deducted from the net asset value of the investment targets or implied in the spread between the buying and selling quotes and the net asset value of the investment targets. The Client should fully understand these beforehand.
  - c. Matters not covered in this Trust Agreement shall be handled according to relevant domestic and foreign laws and regulations, domestic and foreign financial conventions, the public prospectuses of the investment targets, operational rules, and the agreement between Bank SinoPac and the issuers (or general agents) of the investment targets.
  - d. The Client agrees that the “Agreement for Non-discretionary Money Trust Funds Investment in Foreign Securities” previously signed with Bank SinoPac remains valid if still in effect during the original trust period. Notwithstanding, starting from the signing date of this Agreement, new Non-discretionary Money Trust investments made by the Client with Bank SinoPac shall be governed under this General Agreement and its supplementary matters.
  - e. Bank SinoPac's relevant charges and the corresponding adjustments, as well as essential rules apart from the fund institutions' charges, are announced at Bank SinoPac's business premises and/or [MMA eBanking] (<https://mma.sinopac.com>), without the need for separate notifications or consent from the Client. For new series funds, please contact the financial service personnel serving the Client.
  - f. Should the Client meet any of the following criteria, written notice and necessary documentation must be promptly provided to Bank SinoPac. Failure to comply may result in restrictions on subscription (including transfers) and compulsory redemption of specific funds, bonds, ETFs, stocks, and offshore Structured Notes:
    - (1) A citizen or resident in the U.S. or Canada.
    - (2) A company registered as or transformed into a U.S. corporation.
    - (3) A citizen or corporation in countries under U.S. sanctions (e.g., Myanmar, Cuba, Iran, North Korea, Sudan, or Syria).
    - (4) Under conditions specified in the fund's prospectus or other commodities.
 Violating these provisions may result in legal liability against the Client, and the Client shall be responsible for compensating Bank SinoPac for any damages incurred, including regulatory penalties, litigation, legal fees, and other losses.
  - g. Should the Client's status meet any of the following conditions, the Client must agree to render the relevant information to the U.S. Internal Revenue Service (IRS) or foreign financial institutions. Otherwise, Bank SinoPac may restrict the purchase (including transfer) of the relevant funds, bonds, Exchange-Traded Funds (ETFs), stocks, and Overseas Structured Notes:
    - (1) A U.S. citizen or resident.
    - (2) A company registered or incorporated in the United States or that becomes a U.S. corporation due to certain circumstances (such as mergers) and partnerships, estates, and trusts within the United States.
    - (3) A U.S. person as defined by the U.S. Foreign Account Tax Compliance Act (FATCA).
    - (4) A foreign financial institution and Passive Non-Financial Foreign Entity as defined by FATCA.
    - (5) The Client falling under exceptions stipulated by the U.S. FATCA is not subject to this provision.
  - h. When opening a trust account over the counter, the Client declared to be under guardianship according to the judicial announcements may not open a trust account. If a trust account has been opened before a guardianship is declared, the Client must notify Bank SinoPac and abide by Bank SinoPac's rules to be restricted with the purchase (including transfer) of funds, bonds, ETFs, stocks, Structured Notes, etc. If the Client is under “assistant declaration,” Bank SinoPac should obtain the consent of the “Assistant” when managing investments. Notwithstanding, if the trust account is opened online or through mobile banking, and Bank SinoPac finds the Client is under ‘guardianship/assistant declaration,’ Bank SinoPac may terminate

or cancel the Client's trust account and transaction application.

- i. Unless required by law, Bank SinoPac may notify the Client by personal delivery, mail, electronic transmission (including but not limited to SMS, email, website announcements, and mobile push notifications), fax, or other means using the contact information on record. Clients must promptly notify the Bank of any changes to their email, address, or mobile number. The Bank is not liable for delays or errors in notification due to client's failure to update contact information or factors beyond the Bank's control, such as issues with email servers, computer settings, mobile deactivation, full inboxes, poor reception, or non-activation of push services.
- j. If Bank SinoPac conducts the "Pledge of Non-discretionary Money Trust Beneficial Rights for Collateral Loan" business, it shall not collect principal and interest from the trust property. If the Client breaches the accelerated maturity provisions of the loan agreement, Bank SinoPac shall not terminate the Trust Agreement early except following the Client's prior written consent, disposing of the trust property at market price, and depositing the proceeds into the Client's deposit account.

V. The Validity of Supplementary Agreement

Other documents and forms of this Trust Agreement (including but not limited to various transaction forms and other agreed terms applicable to this Trust activity as stipulated in the Account Opening General Agreement) form part of this Trust Agreement and have equal validity.

2. Domestic/Overseas Funds

A. Acceptance Time:

Bank SinoPac accepts domestic and foreign over-the-counter fund transactions from 9:00 AM to 3:30 PM, Monday to Friday. Notwithstanding, the transaction business hours for the subscription of domestic money market, fixed-income, and particular types of funds (as specified in the prospectus or by the fund institution) are from 9:00 AM to 10:30 AM.

B. Investment Risk Disclosure and Precaution:

- a. "Trust Funds" refers to funds entrusted by the Client to Bank SinoPac for investment in domestic and foreign targets following specific instructions, distinct from the Client's Time Deposits and not protected by deposit insurance laws, insurance stability funds, or other security mechanisms.
- b. Investment funds shall not be construed as Time Deposits. Bank SinoPac, fulfilling its obligations as a prudent manager, expressly disclaims any guarantees regarding the profit or loss of this trust fund and any minimum returns. The Client shall acknowledge the risks potentially associated with the investment targets and regions, inclusive of, but not limited to, the risk of over-concentration in specific stocks, industrial economic cycle risk, liquidity risk, market risk (including variations in political and economic conditions within the investment region, controls and fluctuations in foreign exchange, societal changes, prevailing interest rates, share prices, indices or fluctuations in the prices of other target assets), credit risk, risks inherent to structured investment products, transactions in securities-related products, and risks associated with specific investment targets or strategies. In consideration of the aforementioned risks, which may lead to a delay in the disbursement of redemption monies due to large-scale redemptions by the Client or suspension in the calculation of the redemption price, the Client shall not, under any circumstances, seek to hold Bank SinoPac liable or request it to share any resultant losses.
- c. Some fund institutions have established fair pricing adjustment mechanisms or anti-dilution mechanisms to protect the rights and interests of the Client. When high volatility or low liquidity events occur in the market or when the fund manager needs to trade securities in response to significant client subscriptions or redemptions, the fund institution will activate the fair pricing adjustment mechanism or anti-dilution mechanism to adjust the net asset value of the fund to protect the interests of the holders of that fund. The adjustment range may vary according to the rules of each fund institution.
- d. Non-Investment Grade Bond Funds (these funds primarily invest in high-risk bonds in Non-Investment Grade, and the interest payout may derive from the principal) are approved by the Financial Supervisory Commission (hereinafter referred to as the 'FSC'), but such approval does not signify an absence of risk. Since the credit ratings of non-investment grade bonds may fall below investment grade or may not be credit-rated, and are highly sensitive to interest rate changes, the funds may suffer losses due to rising interest rates, declining market liquidity, or defaults by the bond-issuing institutions in payment of principal or interest, or bankruptcy. Investors should assess these factors prudently. Non-Investment Grade Bond Funds are not suitable for the Client who cannot bear related risks and is more suitable for the Client with investment attributes above the conservative level. Funds focusing on non-investment grade bonds should not constitute an excessively high proportion of their Portfolio. Non-Investment Grade Bond Funds may invest in U.S. 144A bonds, which are privately placed in nature and may expose the funds to risks of insufficient liquidity, incomplete financial information disclosure, or price opacity leading to high volatility.
- e. Investing in emerging markets may entail higher price fluctuations and lower liquidity risks than investing in developed countries. The Client should stay cautious in selecting investment targets.
- f. The management fee rate for "Fuh Hwa South Africa Fixed-Income ZAR Fund" is 1.2%, and for "Fuh Hwa South Africa Short-Term Income ZAR Fund" it is 1%. The aforementioned funds are priced in ZAR. Investors who invest in these funds after exchanging New Taiwan Dollars or other currencies not used for pricing the aforementioned funds must bear the risks of exchange rate fluctuations. The depreciation of ZAR against other currencies will result in exchange rate losses. "Fuh Hwa South Africa Short-Term Income ZAR Fund" and "Fuh Hwa South Africa Fixed-Income ZAR Fund" may hold investment targets in currencies other than the fund pricing currency; significant fluctuations across different currencies will affect the net asset value of the aforementioned funds calculated in ZAR. Investing in South Africa must bear the risks of potential changes in local politics, economy, regulatory systems, financial markets, and social conditions, which may directly or indirectly affect the returns of the market and investment instruments in which the aforementioned funds invest. If South Africa implements foreign exchange controls due to political and economic factors, it may render investment funds non-liquid or non-repatriable, causing the aforementioned funds to be unable to dispose of assets or pay redemption amounts.
- g. Funds invested in China are not wholly invested in securities in mainland China and shall comply with the relevant laws of the Republic of China: (1) The ratio of securities in mainland China's securities market to the total investment of foreign funds must not exceed the ratio set by the Financial Supervisory Commission; (2) Although domestic investment trust funds investing in mainland China may include stocks, depositary receipts, or bonds with specific credit ratings traded on the centralized trading market, and there is no legal limit on the total amount of investment, they must still comply with Trust Agreements, fund prospectuses, and other related regulations, and must also be subject to the Qualified Foreign Institutional Investor (QFII) quota restrictions of the fund institution. Investors should also be aware of potential investment risks arising

from market policies, laws and regulations, accounting and tax systems of the Chinese government, and the economic and related market changes during subscription.

- h. The distribution of dividends from the fund may emanate from either the fund's income or principal. Any disbursement involving the principal could consequently result in a diminution of the original investment capital. Furthermore, such distribution may be effectuated without prior deduction of associated expenses, for which the fund is duly liable.
  - i. Prior to subscription, the Client shall diligently review the Trust Agreements, risk disclosures, fund prospectuses, and investor guidelines; and comprehend potential risks, including the maximum possible loss of all principal and potential dividends. Performance may vary due to different investment timings, and past performance does not guarantee future results. Although approved or accepted by the Financial Supervisory Commission, the fund is not risk-free. The fund manager's past performance does not guarantee the fund's minimum investment return, and aside from the duty of a prudent manager, the fund manager is not responsible for the fund's profits or losses. For funds entrusted for investment by Bank SinoPac, the prospectuses or investor guidelines are readily available. The Client may obtain them at Bank SinoPac branches or download them from the fund institution's website or the fund information observation station (<http://www.fundclear.com.tw>).
  - j. The total return rate of the fund includes both the net value return rate and the dividend yield. The dividend yield of the fund is not synonymous with the fund's return rate, and past dividend yields do not represent future yields. In addition to potential fluctuations due to market factors, the net asset value of the fund may also vary due to dividend policies.
  - k. Upon redemption of back-loaded funds, the fund institution shall levy a deferred processing fee in accordance with the Client's holding duration, and said fee shall be subtracted from the aggregate redemption sum. Furthermore, the fund institution shall, in strict compliance with the stipulations set forth in the prospectus, assess a distribution fee at a prescribed percentage of the fund's net asset value; such payment shall be unilaterally subtracted from the daily net asset value of each respective fund.
  - l. This risk disclosure and notice only list essential parts and cannot detail all investment risks and market-influencing factors for all funds. Before investing, the Client must thoroughly study this risk disclosure and notice, make proper financial planning and risk assessment, and carefully review the public prospectuses and investor notices of the funds entrusted to Bank SinoPac, to avoid suffering losses that are difficult to bear.
- C. Regulations regarding Domestic and Foreign Funds' Short-term Trading:
- a. The provisions concerning short-term trading are detailed in the prospectus and the notes for investors of foreign funds. If the Client violates the regulations related to short-term trading, foreign fund institutions may reserve the right to refuse to accept the Client's transactions, or they may charge higher processing fees and conversion fees.
  - b. If the Client breaches the regulations on short-term trading of domestic funds, the fund institution may also reserve the right to refuse to accept the Client's transactions, or charge higher processing fees and conversion fees. The Client should read in detail the related content in the fund prospectus.
  - c. The Client agrees that, should the foreign fund institution determine that short-term trading is involved, Bank SinoPac is authorized to furnish the overseas fund institution and its principal representatives with relevant information including the Client's name and identification number, in compliance with the requirements of the jurisdiction in which the overseas fund is registered.
- D. The Remuneration, Types, and Calculation of the Trust:
- The Client understands and agrees that, when conducting transactions related to a Non-discretionary Money Trust, within the scope permitted by law, Bank SinoPac may obtain various benefits such as remuneration, fees, discounts etc. from the transaction counterpart and/or the fund institution as trust remuneration. The standards for charges and related regulations are as follows:
- a. Subscription fee (only applicable to non-back-loaded funds):
    - (1) Fee standard: the rate does not exceed 3.0%.
    - (2) The calculation manner: multiplying the principal of the trust by the rate.
    - (3) Payment timing and means: the Client shall pay to Bank SinoPac at the time of subscription.
  - b. Trust management fee:
    - (1) Fee standard: annual rate of 0.2%.
    - (2) The calculation method: multiply each trust principal by the annual rate based on its actual holding period.
    - (3) Payment timing and means: should be paid by the Client to Bank SinoPac, and, upon the Client's request for redemption, the Bank is authorized to deduct the fee directly from the trust principal and interest. Notwithstanding, if the fees calculated through the aforementioned method do not reach Bank SinoPac's specified minimum fee standard, the deduction will be made at the minimum fee standard.
    - (4) Minimum fee standard:
      - i. Domestic funds priced in New Taiwan Dollars: NT\$100.
      - ii. Single subscription for foreign funds and domestic funds priced in foreign currencies: Depending on the currency of the trust principal, the fees are set as follows: NT\$500 for trusts in NTD, US\$15 for trusts in US\$, €15 for trusts in Euros, £11 for trusts in GBP, ¥2,000 for trusts in JPY, HK\$120 for trusts in HK\$, AU\$15 for trusts in AUD, CA\$20 for trusts in CAD, CHF 15 for trusts in CHF, S\$25 for trusts in SGD, ZAR 125 for trusts in ZAR, RMB 100 for trusts in RMB, and NZ\$20 for trusts in NZD.
      - iii. Regular / Irregular subscription for foreign funds and domestic funds priced in foreign currencies: Depending on the currency of the trust principal, the fees are set as follows: NT\$ 200 for trusts in NTD, US\$6 for trusts in US\$, €6 for trusts in Euros, £4 for trusts in GBP, ¥800 for trusts in JPY, HK\$50 for trusts in HK\$, AU\$6 for trusts in AUD, CA\$8 for trusts in CAD, CHF 6 for trusts in CHF, S\$10 for trusts in SGD, ZAR 50 for trusts in ZAR, RMB 40 for trusts in RMB, and NZ\$8 for trusts in NZD.
  - c. Conversion fee (only applicable to non-back-loaded funds):
    - (1) The fee standard: The Client shall pay a conversion fee according to the rules of the fund institution each time they apply to switch investments to other funds of the same company. Notwithstanding, Bank SinoPac will separately charge NT\$500 for foreign funds and NT\$50 for domestic funds per transaction.
    - (2) The calculation method: Charged on each fund conversion.
    - (3) The payment timing and method: The fee payable to the fund institution will be deducted by Bank SinoPac on behalf of

- the fund institution or by the fund institution from the total conversion amount. The fee payable to Bank SinoPac shall be paid by the Client to the Bank, and will be collected by the Bank once at the time of conversion. The conversion fee is always deducted from the New Taiwan Dollar account.
- d. The channel service fee on subscription:
    - (1) The fee standard: ranges from 0% to 3.0%; or NT\$ 0 to NT\$ 200.
    - (2) The calculation method: multiplying the trust principal by the rate; if not calculated based on the trust principal, a fee of NT\$ 0 to NT\$ 200 will be charged.
    - (3) The payment timing and method paid by the transaction counterparty and/or the fund institution to Bank SinoPac. The payment method varies across different fund institutions. The fee may be paid monthly, quarterly, semi-annually, or annually. If this Service fee is already included in the fee specified in the fund prospectus, it will be deducted directly from the fund's net asset value by the fund institution.
  - e. The service fee during the holding period:
    - (1) The fee Standard: The annual fee rate ranges from 0% to 1.0%.
    - (2) The calculation method: multiplying the net asset value of Bank SinoPac with the trading counterpart and/or fund institution by the annual fee rate.
    - (3) The payment time and method: Paid by the trading counterpart and/or fund institution to Bank SinoPac, the payment method varies across different fund institution's regulations, and the fee may be made monthly, quarterly, semi-annually, or annually; this Service fee is included in the fees prescribed in the fund institution's prospectus and will be deducted directly from each fund's daily net asset value.
  - f. The service fee at conversion:
    - (1) The fee standard: The fee rate ranges from 0% to 0.5%.
    - (2) The calculation method: multiplying the net asset value of the converted fund provided by the trading counterpart and/or fund institution by the fee rate at the time of conversion.
    - (3) The payment time and method: This service fee is included in the conversion fee charged by the fund institution and is paid by the trading counterpart or fund institution to Bank SinoPac, and the payment method varies according to each fund institution's regulations, and the fee may be made monthly, quarterly, semi-annually, or annually.
  - g. Pledge of Collateral Right Fees:
    - (1) The fee standard: NT\$ 0 to NT\$ 200.
    - (2) The calculation method: Upon applying for the issuance of the 'Non-discretionary Money Trust Beneficiary Certificate' or when the Client completes the 'Non-discretionary Money Trust Beneficiary Pledge Notice,' the Client will be charged a fee of NT\$ 200 for each beneficiary certificate involved in the pledge.
    - (3) The payment time and method: Paid in one installment by the Client to Bank SinoPac at the time of application.
  - h. All associated costs incurred either domestically or internationally, arising from the stipulations of this Trust Agreement or the deployment of trust funds, including but not limited to: taxation, redemption handling charges, brokerage transaction commissions, fund manager's management fees, postal and telecommunication charges, custodial institution management fees, interest expenses, authentication fees from the pledge-verification, or other expenditures that are, by custom, the responsibility of the Client, shall be exclusively borne by the Client. Any additional costs or taxes, as dictated by international financial market norms or the legal regulations of the investment target's jurisdiction of registration, shall likewise apply.
  - i. The Client acknowledges and accepts that the trust processing fees, management fees, and related expenditures stipulated in this Agreement may be subject to adjustment, influenced by factors such as the regulations of the investment target's issuing institution or the operational costs of SinoPac Bank.
  - j. For alterations in the disclosed content concerning the remuneration of the fund channel by the sales agency, please consult the information available on the fund information section of the SinoPac Bank website (URL: <https://bank.sinopac.com>) or the eMMA Banking website (<https://mma.sinopac.com>).
- E. Subscription Transactions:**
- a. During the valid period of the Trust Agreement, the Client may subscribe to investment targets by filling out the 'Bank SinoPac Application for Non-discretionary Money Trust Investment in Domestic and Foreign Funds' (hereinafter the 'Fund Subscription Application') or by other agreed methods.
  - b. Minimum undertaking amount in New Taiwan Dollars:
    - (1) Single purchase: NT\$ 10,000; minimum amount for domestic money market purchase: NT\$ 100,000.
    - (2) Dollar Cost Averaging Investment and Value Averaging Investment: NT\$ 3,000.
  - c. Minimum subscription amount for foreign currency trusts:
    - (1) Single purchase: USD 300, EUR 300, JPY 40,000, GBP 200, HKD 2,500, AUD 400, CAD 400, CHF 300, SGD 450, ZAR 4,000, CNY 2,000, NZD 450.
    - (2) Dollar Cost Averaging Investment and Value Averaging Investment: USD 120, EUR 90, JPY 12,000, GBP 60, HKD 900, AUD 150, CAD 120, CHF 120, SGD 180, ZAR 900, CNY 600, NZD 150.
  - d. 'Hundred-Dollar Funds' are only applicable to limited products, with the applicable currencies being NTD, USD, and CNY, and the minimum subscription amounts are NT\$ 100, USD 100, and CNY 100 respectively.
  - e. If the aforementioned minimum subscription amount for the investment is less than the minimum subscription amount stipulated in the fund's prospectus, then the regulations therein shall apply.
- F. Terms for Back-Loaded Funds:**
- a. Definition: Funds with fees deferred until redemption.
  - b. Minimum Subscription Amount:
    - (1) New Taiwan Dollar Trust: NT\$ 100,000 (subject to meeting the minimum investment threshold for foreign currency trusts).
    - (2) Foreign Currency Trust: USD 2,500; EUR 2,500; AUD 2,500; JPY 200,000; ZAR 35,000; CNY 20,000.
    - (3) Restricted to a single investment.
  - c. Applicable Products, Related Costs, and Important Regulations:  
The Client agrees that Bank SinoPac will publish the applicable products, related costs, and essential adjustments for back-loaded funds on the [EMMA Banking] for inquiry. The URL is <https://mma.sinopac.com>, and the same applies in case of any



changes.

G. Fund Conversion:

- a. Within the effective duration of the Trust Agreement, subsequent to the completion by Bank SinoPac of the allocation pertaining to the number of units of beneficiary rights (or shares) of the investment target in connection with the Client, the Client may, at its discretion, duly execute the 'Application Form for Redemption (Switching) (Redemption and Re-subscription) of Domestic and Foreign Funds Entrusted for Non-discretionary Money Trust Investment by Bank SinoPac' (hereinafter the 'Fund Redemption (Switching) (Redemption and Re-subscription) Application Form'), or alternatively, solicit the conversion of the entirety or a portion of the investment target through other prearranged means. **Such conversion of funds shall necessitate the express consent of Bank SinoPac, and shall be confined to the conversion of funds issued by the identical fund institution, and those that have been conspicuously accepted for commissioned investment at the official business premises of Bank SinoPac; The funds circumscribed from conversion shall be governed by their respective stipulations.**
- b. The Client acknowledges and agrees that those who invest on a Dollar Cost Averaging Investment or Value Averaging Investment basis shall apply for the conversion of the entire investment target, and the original Dollar Cost Averaging Investment or Value Averaging Investment deduction-related agreement shall apply to the new investment target after successful conversion; **the Client shall not request Bank SinoPac to process further conversion or redemption before the post-conversion number of units of beneficial interest is confirmed.**
- c. For foreign currency trust's 'Dollar Cost Averaging Investment' conversion, if the target currencies are different before and after conversion, and the deduction amount has not been re-agreed upon, the minimum deduction amount stipulated in the transferred currency shall prevail. For foreign currency trust's 'Value Averaging Investment' conversion, if the target currencies are different, a 'Change Application Form' must be filled out to reset the 'rise/fall range', 'increase/decrease amount', and 'deduction amount'; if these variables are not reset, the transaction shall be considered 'Dollar Cost Averaging Investment' and shall follow the minimum deduction amount stipulated in the transferred currency.
- d. Upon the conversion of the funds, if there remains any allocable value of unit rights of the original fund's beneficiary rights prior to the conversion, **Bank SinoPac shall act on behalf of the Client to process the redemption and distribute the proceeds in cash to the Client, with respect to which the Client shall have no objections.**
- e. In the course of the Client's execution of the conversion, if the original trust certificates have been previously issued, the Client shall promptly return the original trust certificates. **Bank SinoPac shall, in respect of the newly converted unit numbers of beneficiary rights, register the relevant trust information within the Client's trust account and dispatch the transaction statements to the Client.**
- f. When the Client applies for fund conversion, the duration of the trust shall be subject to the original term stipulated in the Trust Agreement.
- g. If the Client investing on a Dollar Cost Averaging Investment and Value Averaging Investment have submitted a 'Deduction Suspension Application' before applying for fund conversion, the deduction will automatically resume after the successful fund conversion transaction; For the Client who still needs to 'suspend deduction', separate agreements shall be made to complete the application for 'suspension of deductions accurately.'
- h. **When the Client applies for fund conversion, unless agreed by Bank SinoPac, the following restrictions shall apply:**
  - (1) **Even if issued by the same fund institution, domestic funds and offshore funds shall not be converted into each other.**
  - (2) **NTD and foreign currency trusts shall not be converted into each other.**

H. Fund Redemption:

- a. During the effective period of the Trust Agreement, after Bank SinoPac has completed the Client's investment target's unit of beneficial interest (or shares) distribution, the Client may, at any time, fill out the 'Fund Redemption (Switching) (Redemption and Re-subscription) Application' or apply to Bank SinoPac for the whole or partial redemption of the investment target through other agreed means. **If the Client initially held a trust certificate when handling trust fund redemption, it should be returned at the counter. If only a partial redemption is made, Bank SinoPac shall record the remaining trust funds' related information in the Client's trust account by registration and send the transaction statement to the Client.**
- b. **In the event of a compulsory redemption due to the stipulations of various issuing institutions, Paragraph 3 of this Article, or other reasons, the Client unconditionally agrees that Bank SinoPac shall execute the redemption procedure, and the Client shall bear all losses arising therefrom, without objection, and shall not claim any compensation or indemnification from Bank SinoPac. If the original trust certificate has not been returned, it shall become void at the time of redemption.**
- c. **In case of any non-performance of any debt owed by the Client to Bank SinoPac (including any debt under any Trust Agreement or any other debt such as loans, guarantees, notes, etc.), Bank SinoPac may terminate this Trust Agreement and each Trust Agreement, redeem the investment targets under this Trust Agreement, and directly offset the redemption amount against the Client's debt; if there is a balance after offsetting, Bank SinoPac shall handle it according to the provisions of Article 13 "The Repayment of Trust Fund" in this Trust Agreement's general rules.**
- d. **The redemption schedule, payable taxes and fees, and other related procedures of each investment target shall be subject to the operating provisions of each investment target.**
- e. **The redemption of each investment target shall not be less than the minimum redemption stated in the prospectus.**

I. Dollar Cost Averaging Investment / Value Averaging Investment:

- a. During the effective period of the Trust Agreement, the Client shall complete the 'Fund Subscription Application Form' or process the Dollar Cost Averaging Investment / Value Averaging Investment with Bank SinoPac through other agreed manners. The Client must retain a sufficient debit amount (including trust funds and trust fees) in the designated debit account one business day before the designated debit date for computerized debit operations; otherwise, the investment for that time will not be entrusted. If there are two or more investment targets, resulting in an insufficient balance, **the Client agrees to follow the order of Bank SinoPac's debit operations, and the Client may not specify the order or express any objection.**
- b. For individual Dollar Cost / Value Averaging Investment Trust Agreements, if the Client fails to keep sufficient debit amount in the designated debit account for three consecutive times, **Bank SinoPac may temporarily suspend the respective Trust Agreement unless the parties agree otherwise.**
- c. For individual Dollar Cost / Value Averaging Investment Trust Agreements, if the debit fails three consecutive times since the first entrusted debit date, it will be deemed that the Client has terminated that Trust Agreement.
- d. For individual Dollar Cost / Value Averaging Investment Trust Agreements, if the Client wishes to redeem all the invested principal which has been debited, **the Client must separately instruct Bank SinoPac to either (1) terminate the Trust Agreement and no longer continue the debit or (2) maintain the original Dollar Cost / Value Averaging Investment Agreement and continue the debit.**
- e. On the redemption day of Dollar Cost / Value Averaging Investment Funds, if you want to redeem all the invested principal and terminate the Trust Agreement without continuing the debit, and the Fund has been debited for that time, Bank SinoPac will first execute the redemption

transaction for all 'reported' investment principal and immediately stop the debit. The remaining 'unreported' investment principal will be automatically redeemed on the next business day after the fund institution reports. If you want to maintain the original Dollar Cost / Value Averaging Investment and continue the debit, only the 'reported' investment principal will be redeemed.

- f. In the event of a fund liquidation, **Bank SinoPac may automatically terminate the debiting of the Client's Dollar Cost / Value Averaging Investment. If the fund merges, Bank SinoPac will still maintain the original debiting of Dollar Cost / Value Averaging Investment and will debit the surviving fund after the merger. If there are any changes in the subscription fee and product risk level, the surviving fund will prevail. Any possible suspension of trading before and after the merger shall be subject to its respective regulations.** Trust funds paid in foreign currency will (1) require the Client to re-agree on the debit account and amount if the debited fund's currency differs before and after the merger. If the re-agreement about the debit account is not reached, the original fund's debit account will be debited. If the re-agreement about the debit amount is not reached, the minimum debit amount prescribed by the surviving fund's currency will be used. (2) If the debited funds are in different currencies before and after the merger, the increment or decrement amount and necessary settings for Value Averaging Investment must be re-agreed upon; otherwise, it will be deemed a Dollar-Cost Averaging transaction.
  - g. If the Client processes the subscription with a SinoPac credit card, the investment method is limited to Dollar Cost Averaging Investment or Value Averaging Investment in New Taiwan Dollar trusts, and SinoPac Bank may proceed only after completing the card authorization.
  - h. Value Averaging Investment refers to the situation where the net value of the fund and the average subscription net value, compared to the increase/decrease rate, is greater or equal to the Client's set increase/decrease rate, the debit amount will be adjusted according to the Client's agreed increase/decrease amount.
  - i. The calculation for the net value increase/decrease of Value Averaging Investment =  $\frac{((\text{the latest net value on the day before the debit date} / \text{'average subscription net value'}) - 1) * 100}{100}$ , rounded down to an integer. The average subscription net value is calculated based on Bank SinoPac's system.
  - j. The first debit amount of the Value Averaging Investment is the originally agreed debit amount; subsequent debit amounts = 'the agreed debit amount' of Dollar Cost Average Investment Certificate + 'increment/decrement'. The sum of the 'agreed debit amount' + 'increment/decrement' must be higher than or equal to the fund's minimum investment amount of Dollar Cost / Value Averaging Investment. If it is lower, the minimum investment amount prescribed by the fund will be the debit amount.
  - k. For the debit amount of Dollar Cost / Value Averaging Investment, when the Client's designated principal and/or fee debit account has a loan quota that can be utilized as agreed with SinoPac Bank, the Client may choose whether to use that loan quota in the event of insufficient account balance for debiting. In the case of a single New Taiwan Dollar trust investment with insufficient account balance for debiting, the said loan quota will be utilized..
  - l. **If the Client is a non-professional investor, when making Dollar Cost / Value Averaging Investment investments, if re-evaluating investment attributes leads to a change in investment attribute level which does not meet Bank SinoPac's suitability standards, the debit may still continue under the original agreement, but the debit amount and frequency may not be increased. Additionally, if the Client applies to resume the debit and the product level exceeds the Client's investment attribute level from the date of resumption, then this scheduled resumption of the debiting application shall be considered null and void.**
- J. **Terms and Conditions for Credit Card Subscription:**  
The Client agrees to apply to Bank SinoPac for the "Non-discretionary Money Trust Investment in Domestic and Foreign Funds" service, and agrees to use the principal card of the Bank SinoPac credit card held by the Client to pay for the subscription of the Dollar Cost Averaging investment (including the trust principal and trust processing fees), and shall comply with the following terms:
- a. **The Client agrees to pay for the Non-discretionary Money Trust investment in domestic and foreign funds and its processing fees through the Bank SinoPac's credit card. Following the Client's instructions and completing the authorization review, Bank SinoPac will execute the debit payment procedure on the mutually agreed credit card payment date, thus facilitating the Dollar Cost Averaging Investment subscription procedures.**
  - b. **The Client agrees that, if the credit card debit operation cannot be performed on the specified date due to computer, telecommunication system failures or other force majeure incidents, the debiting may be postponed to the next business day after the system is repaired or force majeure is removed, and that day will be considered the fund subscription date.**
  - c. **The Client agrees that credit card subscriptions to domestic or foreign funds shall be limited to Dollar Cost Averaging investments. The total amount of each subscription, including trust sums and processing fees, will not utilize the card's revolving credit and must be fully covered in the minimum payment of that credit card's billing cycle.**
  - d. **The return of fund redemption proceeds shall only be deposited into the Client's designated deposit account with Bank SinoPac.**
  - e. **The Client agrees that, if a credit card used for investment has outstanding balances due at the time of fund redemption, and, if these balances remain unpaid after notification by Bank SinoPac, the Client authorizes Bank SinoPac to directly disburse the redemption proceeds to the designated account to settle or offset all credit card debts owed to Bank SinoPac. This agreement may not be revoked by the Client without the consent of Bank SinoPac.**
  - f. **The Client agrees to execute the credit card debit payment according to this Agreement and agrees that Bank SinoPac may start the aforementioned credit card debit payment for fund subscription/change on the next business day after the application's effective date.**
  - g. **The Client agrees that this agreement applies to all credit cards held with Bank SinoPac, including any future newly applied credit cards, as well as those reissued due to expiration or loss. If, as a result, the credit card number or expiration date changes, the Client agrees that Bank SinoPac may, within the available limit of the changed credit card number, process the deduction and payment for trust funds and trust fees.**
- K. **Fund Take-Profit/Stop-Loss Settings:**
- a. 'Automatic Redemption at Take-Profit/Stop-Loss Point' service refers to the fund certificates registered in Bank SinoPac's system that, if the calculation indicates the Fund reaches the Client's set take-profit or stop-loss point, will automatically execute redemption transactions on the following or second business day (excluding units in transit), with notification to the Client via text message or other electronic means.
  - b. The Client acknowledges and agrees that the redemption proceeds from the 'Automatic Redemption at Take-Profit/Stop-Loss Point' service will be transferred to the account associated with the fund certificates' dividend payments, and **the actual return rate may differ from the set take-profit or stop-loss point.**
  - c. The Client acknowledges and agrees that the application for the 'Automatic Redemption at Take-Profit/Stop-Loss Point' service **may violate**

**the Fund's short-term trading regulations, and the fund institution reserves the right to reject the Client's transactions or charge short-term trading fees.**

- d. The Client acknowledges and agrees that the 'Automatic Redemption at Take-Profit/Stop-Loss Point' service **is not applicable during the Fund's lock-up period, including but not limited to guaranteed or target maturity funds, back-end load funds, etc.**
- e. "Notification of Profit/Stop-Loss Point via Email" service refers to the processes where a fund certificate is recorded in the Bank SinoPac system, which will automatically send relevant messages daily to the Client's designated email address when the return rate reaches the Client's set profit or stop-loss point (business day) or the next business day.
- f. The Client acknowledges and agrees that the "Notification of Profit/Stop-Loss Point via Email" is for notification purposes only. If the Client wishes to redeem or convert the fund, a separate application must be made.
- g. Bank SinoPac calculates the return rate daily based on the latest net asset value and exchange rate recorded in the computer system. When the return rate is  $\geq$  a Take-Profit Point or  $\leq$  Stop-Loss Point, Bank SinoPac will redeem the Fund or send email notifications automatically according to the Agreement.
- h. The Client **can choose only either** "Automatic Redemption at Profit/Stop-Loss Point" **or** "Notification of Take-Profit/Stop-Loss Point via Email". If the Client applies for the "Automatic Redemption at Take-Profit/Stop-Loss Point" service for a fund certificate that already has the "Notification of Profit/Stop-Loss Point via Email" service, Bank SinoPac will immediately terminate the email notification service, and vice versa.
- i. The Client acknowledges and agrees that, if a fund certificate that has applied for "Automatic Redemption at Take-Profit/Stop-Loss Point" or "Notification of Profit/Stop-Loss Point via Email" service encounters a fund merger or conversion, the previously applied services will be transferred to the surviving or converted fund.

L. Instant Message Service Notification:

- a. 'Instant Message Service Notification' refers to the right of Bank SinoPac to notify the Client through a text message to the mobile number retained by the Client in Bank SinoPac. The content of the notification includes but are not limited to information on 'Single Purchased Unit Credited to the Account' and 'Single/Dollar Cost Averaging Investment Redemption Proceeds Credited to the Account.'
- b. The subjects of this Service are as per Bank SinoPac's regulations, and the content of the information is for notification purposes only. The actual reconciliation shall be based on the records within Bank SinoPac's system.

3. The Efficient Investment Method

A. Definitions:

- a. 'The Efficient Investment Method' combines stocks and bonds allocation along with Dollar Cost/ Value Averaging Investment, enabling the Client to designate two categories of investment targets according to their investment needs. One category is the original fund, and the other is the target fund, deployed in installments as an investment method. The Client first chooses the initial fund with lower volatility or (and) broader investment scope as the core assets; then selects the target funds with relatively higher volatility but long-term growth potential as satellite assets. Bank SinoPac will, according to the Client's specified dates and conversion ratios, switch the original funds in installments to the target funds. The Client can set profit-taking or stop-loss points for the Portfolio or target funds, and, when these points are reached, the system will automatically switch all the target fund's stock units to the original fund or redeem all the stock units of the original and target funds to a specified account.
- b. 'Original Fund' refers to the fund purchased by Bank SinoPac as per the Client's instruction.
- c. 'Target Fund' refers to the fund switched for subscription by Bank SinoPac as per the Client's instruction.

B. Acceptance Time:

Bank SinoPac accepts OTC transactions for domestic and international funds using the Efficient Investment Method from Monday to Friday, 9:00 AM to 3:30 PM. However, the transaction hours for domestic money market funds, Prudential Financial Return Fund, and other particular types of funds (as specified in the prospectus or by the fund institution) are from 9:00 AM to 10:30 AM.

**C. Investment Risk Disclosure and Precaution:**

- a. **"Trust Funds" refers to funds entrusted by the Client to Bank SinoPac for investment in domestic and foreign targets following specific instructions, distinct from the Client's Time Deposits and not protected by deposit insurance laws, insurance stability funds, or other security mechanisms.**
- b. **Investment funds shall not be construed as Time Deposits. Bank SinoPac, fulfilling its obligations as a prudent manager, expressly disclaims any guarantees regarding the profit or loss of this trust fund and any minimum returns. The Client shall acknowledge the risks potentially associated with the investment targets and regions, inclusive of, but not limited to, the risk of over-concentration in specific stocks, industrial economic cycle risk, liquidity risk, market risk (including variations in political and economic conditions within the investment region, controls and fluctuations in foreign exchange, societal changes, prevailing interest rates, share prices, indices or fluctuations in the prices of other target assets), credit risk, risks inherent to structured investment products, transactions in securities-related products, and risks associated with specific investment targets or strategies. In consideration of the aforementioned risks, which may lead to a delay in the disbursement of redemption monies due to large-scale redemptions by the Client or suspension in the calculation of the redemption price, the Client shall not, under any circumstances, seek to hold Bank SinoPac liable or request it to share any resultant losses.**
- c. **Some fund institutions have established fair pricing adjustment mechanisms or anti-dilution mechanisms to protect the rights and interests of the Client. When high volatility or low liquidity events occur in the market, or when the fund manager needs to trade securities in response to significant client subscriptions or redemptions; to protect the interests of the holders of that fund, the fund institution will activate the fair pricing adjustment mechanism or anti-dilution mechanism to adjust the net asset value of the fund. The adjustment range may vary according to the rules of each fund institution.**
- d. **Non-Investment Grade Bond Funds (these funds primarily invest in high-risk bonds in Non-Investment Grade, and the interest payout may derive from principal) are approved by the Financial Supervisory Commission (hereinafter referred to as the 'FSC'), but such approval does not signify an absence of risk. Since the credit ratings of non-investment grade bonds may fall below investment grade or may not be credit-rated, and are highly sensitive to interest rate changes, the funds may suffer losses due to rising interest rates, declining market liquidity, or defaults by the bond-issuing institutions in payment of principal or interest, or bankruptcy. Investors should assess these factors prudently. Non-Investment Grade Bond Funds are not suitable for the Client who cannot bear related risks and is more suitable for the Client with investment attributes above the conservative level. Funds that focus on non-investment grade bonds should not constitute an excessively high proportion of their Portfolio. Non-Investment Grade Bond Funds may invest in U.S. 144A bonds, which are privately placed in nature and may expose the funds to risks of insufficient liquidity, incomplete financial information disclosure, or price opacity leading to**

high volatility.

- e. The distribution of dividends from the fund may emanate from either the fund's income or principal. Any disbursement involving the principal could consequently result in a diminution of the original investment capital. Furthermore, such distribution may be effectuated without prior deduction of associated expenses, for which the fund is duly liable.
  - f. Investing in emerging markets may entail higher price fluctuations and lower liquidity risks than investing in developed countries. The Client should stay cautious in selecting investment targets.
  - g. Funds invested in China are not wholly invested in securities in mainland China and shall comply with the relevant laws of the Republic of China: (1) The ratio of securities in mainland China's securities market to the total investment of foreign funds must not exceed the ratio set by the Financial Supervisory Commission; (2) Although domestic investment trust funds investing in mainland China may include stocks, depositary receipts, or bonds with specific credit ratings traded on the centralized trading market, and there is no legal limit on the total amount of investment, they must still comply with Trust Agreements, fund prospectuses, and other related regulations, and must also be subject to the Qualified Foreign Institutional Investor (QFII) quota restrictions of the fund institution. Investors should also be aware of potential investment risks arising from market policies, laws and regulations, accounting and tax systems of Chinese government, and the economic and related market changes during subscription.
  - h. Prior to subscription, the Client shall diligently review the Trust Agreements, risk disclosures, fund prospectuses, and investor guidelines; and comprehend potential risks, including the maximum possible loss of all principal and potential dividends. Performance may vary due to different investment timings, and past performance does not guarantee future results. Although approved or accepted by the Financial Supervisory Commission, the fund is not risk-free. The fund manager's past performance does not guarantee the fund's minimum investment return, and aside from the duty of a prudent manager, the fund manager is not responsible for the fund's profits or losses. For funds entrusted for investment by Bank SinoPac, the prospectuses or investor guidelines are readily available. The Client may obtain them at Bank SinoPac branches or download them from the fund institution's website or the fund information observation station (<http://www.fundclear.com.tw>).
  - i. The total return rate of the fund includes both the net value return rate and the dividend yield. The dividend yield of the fund is not synonymous with the fund's return rate, and past dividend yields do not represent future yields. In addition to potential fluctuations due to market factors, the net asset value of the fund may also vary due to dividend policies.
  - j. This risk disclosure and notice only list essential parts and cannot detail all investment risks and market-influencing factors for all funds. Before investing, the Client must thoroughly study this risk disclosure and notice, make proper financial planning and risk assessment, and carefully review the public prospectuses and investor notices of the funds entrusted to Bank SinoPac, to avoid suffering losses that are difficult to bear.
- D. The Remuneration, Types, and Calculation of the Trust:
- a. The Client understands and agrees that, when conducting transactions related to a Non-discretionary Money Trust, within the scope permitted by law, Bank SinoPac may obtain various benefits such as remuneration, fees, discounts etc. from the transaction counterpart and/or the fund institution as trust remuneration. The standards for charges and related regulations are as follows:
    - (1) Subscription Fee Rate: Not exceeding 3%. Besides observing the prospectus regulations, this fee standard also includes the relevant operating costs of this product. The fee is calculated by multiplying the trust principal by the rate, paid in a lump sum by the Client to Bank SinoPac at the time of subscription.
    - (2) The Channel Service Fee at Subscription: the rate, ranging from 0% to 1.0%, is calculated by multiplying the trust principal by the rate; if the rate is not calculated with trust principal, a fixed amount of TW\$ 0 to 200 is charged and paid to Bank SinoPac by transaction counterparts and/or fund institutions. The payment method varies across fund institutions and may be paid monthly, quarterly, semi-annually, or annually; if this Service fee is included in the expense specified in the prospectus, such fee will be deducted directly from the daily net asset value of each fund by the fund institution.
    - (3) Switching Subscription Fees: In accordance with the regulations of the fund institution, the fee shall be deducted from the actual switched amount by the said fund institution.
    - (4) Channel Service Fee at Conversion: The rate, ranging from 0% to 0.5%, is calculated by multiplying the net asset value of the redeemed fund provided by transaction counterparts and/or fund institutions by the rate at the time of conversion. This Service fee is included in the conversion fee charged by the fund institution and is paid to Bank SinoPac, with payment methods varying by fund institution and possibly paid monthly, quarterly, semi-annually, or annually. Additionally, Bank SinoPac may charge an extra one-time conversion fee when the Client carries out the conversion transaction. The fee per transaction is NT\$ 50 for domestic funds and NT\$ 500 for offshore funds.
    - (5) Channel Service Fee During Holding Period: the annual rate, ranging from 0% to 1.0%, is calculated by multiplying the net asset value held by Bank SinoPac with transaction counterparts and/or fund institutions by the annual rate. Payment methods vary across fund institutions and may be paid monthly, quarterly, semi-annually, or annually. This Service fee is included in the expense specified in the prospectus and is directly deducted from the daily net asset value of each fund by the fund institution.
    - (6) Trust Management Fees: the annual rate is 0.2%. The fee is calculated separately for each trust principal based on the actual holding period, multiplied by the annual rate. Such fee is paid by the Client to Bank SinoPac and deducted from the trust principal and interest when the Client requests redemption. Notwithstanding, if the fees calculated through the aforementioned method do not reach Bank SinoPac's specified minimum fee standard, the deduction will be made at the minimum fee standard. DBU's minimum fee standard: (1) Domestic Funds priced in New Taiwan Dollar: NTD 100. (2) Offshore Funds and Foreign Currency-Priced Domestic Funds for single subscription: Vary depending on the trust principal currency, including New Taiwan Dollar Trust: NTD 500, Foreign Currency Trust: USD 15, EUR 15, GBP 11, JPY 2,000, HKD 120, AUD 15, CAD 20, CHF 15, SGD 25, ZAR 125, CNY 100, and NZD 20.
  - b. The Client shall bear all taxes and expenses related to fund investment, and Bank SinoPac may deduct them directly from the account designated by the Client.
  - c. Changes in the disclosure content of the fund distribution remuneration by the sales agency can be found in the fund information section of eMMA Banking (<https://mma.sinopac.com>).
  - d. All administrative, management, investment, trading, conversion, redemption, and other expenses are usually directly

**deducted from the net asset value of the investment target or (and) implied in the spread between the buying and selling quotes and the net asset value of the investment target. The Client has fully understood this procedure.**

E. Subscription Transactions

a. Stipulations on the Undertaking Amount:

- (1) The initial trust principal of the original fund must not fall under NTD 300,000/USD 12,000/EUR 12,000/JPY 1,200,000/GBP 7,000/HKD 72,000/AUD 18,000/CAD 15,000/CHF 18,000/SGD 18,000/ZAR 90,000/CNY 65,000/NZD 13,000 (the currency of the foreign trust will be determined by the individual investment target).
- (2) When switching the initial trust principal of the original fund to the target fund, each fund must not fall under NTD 3,000/USD 120/EUR 120/JPY 12,000/GBP 70/HKD 720/AUD 180/CAD 150/CHF 180/SGD 180/ZAR 900/CNY 650/NZD 130 (depending on the principal's currency of the original trust). Otherwise, Bank SinoPac may refuse to process it.

b. Agreements on Transaction Procedures:

- (1) The target fund is limited to the same series as the original fund; if the investment is made through a foreign trust, the target fund must be in the same currency as the original fund.
- (2) Execution of the switch from the original fund to the target fund (The system automatically execute the switch after the agreement is reached with the Client):
  - i. If the switching subscription date falls on a non-business day, the procedure will automatically be postponed to the next business day; if there are two or more switching subscription dates during continuous holidays, the system will automatically be postponed to the next business day, and only one transaction will be carried out.
  - ii. Effective Date of Switching subscription: The application completed 5 business days before the switching subscription date will be effective during that month; if not, it will be effective during the following month. The first switching subscription will only be effective after Bank SinoPac has allocated the number of original fund subscription units.
  - iii. Calculation of the Actual Switching subscription Amount:  
Each switching subscription amount = [Number of Units Switched] × [Net Value of Original Fund] × [Exchange Rate] - [Switching Subscription Fee Deducted by the Fund institution]. The term [Number of Units Switched] refers to (the amount of the principal which the Client agrees for the switching subscription trust/accumulated principal of the original fund at the time of switching subscription) × accumulated units of the original fund at the time of switching subscription; and the [Exchange Rate] applies only when the pricing currencies of the original and target funds are different. (Note: The accumulated principal and unit number do not include the unreported increased portion). Meanwhile, the principal amount of the switching subscription trust is agreed upon by the Client and converted into the number of units switched out each time by the system based on the agreed amount. The actual amount of the switching subscription differs from the principal amount of the switching subscription trust due to fluctuations in the net asset value or exchange rate.
  - iv. Each time a switching subscription is made, the order of the target funds will be determined randomly. The amount of the target funds will be deducted from the original trust principal in installments, and, if the trust principal is insufficient for switching to the minimum amount of the target fund, for the efficiency of the investment method, the Client agrees that Bank SinoPac will include this deficit in the amount of the previous switching subscription.**
  - v. If the original fund has units not yet reported in transit (such as transactions in transit, additional amounts in transit), then the switching subscription to the target fund will not be executed.
  - vi. The actual subscription date for the switching subscription is determined by the transaction day of each fund institution.
  - vii. The minimum amount for the switching subscription is not subject to the restrictions set forth in the prospectuses of each fund.

c. Take-Profit Protocols and Related Transaction Rules

- (1) Take-Profit for the Portfolio.
  - i. Profits and total return rates are calculated collectively for the whole portfolio (original fund + all target funds). The total return rate is calculated in NTD for NTD trusts and in the currency of the original fund for foreign currency trusts. Either a take-profit or stop-loss point must be set as a positive integer not equal to 0.
  - ii. If the portfolio has unreported units, the total return rate will not be calculated, and the take-profit or stop-loss point will not be automatically executed, either
- (2) Take-Profit for the Individual Target Fund.
  - i. The profit is calculated in NTD for NTD trusts and in the currency of the individual target fund for foreign currency trusts. Each target fund must have at least one take-profit or stop-loss point set as a positive integer not equal to 0.
  - ii. If an individual target fund has unreported units in transit, the return rate will not be calculated, nor will the take-profit or stop-loss point be automatically executed.
- (3) The Calculation Basis for Total Return Rate of the Portfolio and/or the Rate of Return for Individual Target Fund
  - i. The calculation of the return rate is based on the latest net value and exchange rate of the original and target funds as recorded daily in the SinoPac Bank computer system. This data serves as the basis for SinoPac Bank's redemption and/or automatic termination agreements and does not represent the actual return rate at the time of client redemption.
  - ii. The return rate is calculated as ( investment target's current value – the trust fund of the investment target)/ the trust fund of the investment target, excluding all fees and unreported units of the original and target funds in transit.
  - iii. The date of the return rate serves as the execution basis for SinoPac Bank in "The Amount Adjustment Settings for Value Averaging Investment," "Take-profit/Stop-Loss Point Redemption and Switch Subscription Agreements," and "Redemption/Or Automatic Termination Agreements."
- d. The Client understands and agrees that, during the investment period, due to reasons unattributable to Bank SinoPac (including but not limited to situations where the original/targeted fund encounters liquidation, merger, suspension of subscription, redemption, or restrictions on switching in/out), the agreed-upon switching subscription/redemption transaction cannot be executed, or even affects the stop-loss/take-profit and related termination agreements, Bank SinoPac may, at the latest, actively terminate the Client's efficient investment method on the last trading day after receiving the corresponding notification from the fund institution. The original/target funds of that portfolio will switch to a single certificate after the termination of the investment method. The Client who wishes to redeem the remaining fund positions, should fill out a "Fund Redemption (Switch) (Redemption and Re-subscription) Application Form".

F. Switching and Changing Transactions

a. Agreements upon the switching of original/targeted funds:

- (1) The original or targeted fund must have no unreported units in transit (such as subscription in transit, or addition in transit), and partial



- switches are not allowed. Only total conversions to another fund within the same series are allowed.
- (2) For original or targeted funds of foreign-currency trusts, only the application for switching to other funds within the same series in the same pricing currency is allowed.
  - (3) If the inventory units of the original or targeted fund to be switched are zero (i.e., there is no trust principal), then the application to switch transactions is not allowed.
- b. Agreements on setting the addition and switching subscription of the targeted fund:
- (1) The change is completed one business day before the switching subscription date turns effective within the month.
  - (2) The targeted fund must be in the same series as the original fund; if the investment is in a foreign currency trust, the targeted fund must be in the same currency as the original fund.
  - (3) Settings related to Value Averaging Investment:
    - i. The setting of "increment/decrement %" must be a positive integer, and the "increment/decrement amount" should take "NT\$ 1" as the minimum progressive unit.
    - ii. The calculation of net value increment/decrement% = the targeted fund's "〈 latest net value in the system the day before the switching subscription date / average subscription net value ' -1 ' 〉 \* 100," rounded down to the nearest integer. The average subscription net value is calculated according to the Bank SinoPac's system.
    - iii. The first switching subscription amount is the agreed switching subscription amount; the subsequent switching subscription amount of Value Averaging Investment = "Agreed switching subscription amount" + "increment/decrement". The amount after the "increment/decrement" should not be lower than the minimum monthly switching subscription amount of the targeted fund in the efficient investment method. If it is lower than the minimum switching subscription amount, the switching subscription will be conducted according to the minimum switching subscription amount stipulated by the fund.
  - c. The Client agrees that, if they want to change the take-profit/stop-loss of the investment method, add or change the related switching subscription settings of the targeted fund (setting of Value Averaging Investment), or terminate the agreement related to this application form, they should fill out an "Application Form for Changes/Termination of the Efficient Investment Method under a Non-discretionary Money Trust of Bank SinoPac".
- G. Additional Investment/Partial Redemption Transactions
- a. "Additional Investment" in the Original Fund
    - (1) The Stipulations on Underwriting Amounts
 

The additional investment in the trust principal must not be less than NTD 100,000 / USD 4,000 / EUR 4,000 / JPY 400,000 / GBP 2,400 / HKD 24,000 / AUD 6,000 / CAD 5,000 / CHF 6,000 / SGD 6,000 / ZAR 30,000 / CNY 22,000 / NZD 4,400 (the currency of foreign currency trusts shall be based on the individual investment target).
    - (2) Agreements on Transaction Operation
      - i. Additional investments shall be made exclusively in the original trust currency; investments in NTD trusts shall be increased solely in NTD, and investments in USD trusts shall be increased solely in USD (the same rule applies to other currencies).
      - ii. After completing the additional investment, the switch subscription of the target fund shall continue according to the agreed amount and date for the original trust.
      - iii. If the original fund executes a switch transaction, additional investments can only be made on the next business day after the completion of the switch transaction.
      - iv. When the original fund is increased, if there are units in transit not yet reported, the return rate shall not be calculated, nor shall the take-profit or stop-loss point shall be automatically executed.
  - b. "Partial Redemption" of the Original Fund
    - (1) The Stipulations on Underwriting Amounts
 

The redemption amount must be  $\leq$  the accumulated amount of the original fund, and the remaining amount of the efficient portfolio after redemption [excluding the amount of additional investments in transit] must not be less than NTD 100,000 / USD 4,000 / EUR 4,000 / JPY 400,000 / GBP 2,400 / HKD 24,000 / AUD 6,000 / CAD 5,000 / CHF 6,000 / SGD 6,000 / ZAR 30,000 / CNY 22,000 / NZD 4,400. Otherwise, Bank SinoPac may refuse to execute the procedure.
    - (2) Agreements on Transaction Operation
      - i. The original fund may be partially redeemed for units already reported, but only one partial redemption transaction is allowed per certificate on the same day.
      - ii. The execution of partial redemption does not affect the agreement of the original fund to switch the subscription to the target fund, and the efficient investment method will not be terminated automatically.
      - iii. The Client agrees that Bank SinoPac will disburse the proceeds from redemption to a designated account. Notwithstanding, if the Client has not specified a return account, the return account registered by the Client in Bank SinoPac's system at the time of return shall prevail, and the Client must guarantee that the designated redemption return account is the deposit account under the Client's name.
    - c. The Client agrees that, if they wish to make additional investments or partially redeem the original fund, they should fill out the "Application Form for Additional Investment/Partial Redemption in Efficient Investment Method through Bank SinoPac Non-discretionary Money Trust".
- H. Automatic Termination of "Efficient Investment Method"
- a. If the Client agrees to invest in the "Take-Profit for Portfolio" for efficient investment, when (1) the total return on Portfolio  $\geq$  the set highest take-profit point; or (2) the total return on Portfolio  $\leq$  the set stop-loss point, Bank SinoPac will directly redeem the inventory units of the Client's selected target fund and transfer all the proceeds from the redemption to purchase the original fund; or
  - b. Bank SinoPac will directly redeem all inventory units of the Client's selected original and target fund and disburse the proceeds from the redemption to a designated account. Notwithstanding, if the Client has not specified a return account, the return account registered by the Client in Bank SinoPac's system at the time of return shall prevail, and the Client must guarantee that the designated redemption return account is the deposit account under the Client's name.
- I. Application to Terminate the "Efficient Investment Method"
- a. None of the original and target funds can have units in transit not yet reported before applying for termination, and, once terminated, it cannot be reapplied.
  - b. The Client agrees that, after the "Efficient Investment Method" is terminated, the remaining fund position will be switched into a single certificate. If you wish to redeem the remaining fund position, you should fill out the "Fund Redemption (Switching) (Redemption and Re-subscription) Application Form". Notwithstanding, this does not apply to those who apply for termination and simultaneously redeem all the positions of the

original and target funds. If the Client does not have a deposit account with Bank SinoPac, Bank SinoPac will notify the Client to collect the investment target's profit distribution or maturity redemption proceeds according to the contact phone number retained by the Client. The Client should personally visit the original account-opening branch to collect a crossed check made payable to the Client, endorsed as 'Not-Transferable,' and bearing the original seal left by the Client.

#### 4. Bonds

##### A. Definitions:

- a. "Product Specification and Risk Disclosure Document" refers to the disclosure on the content and the related risk, provided to the Client by the Trustee, of bond product investment through the non-discretionary money trust.
- b. "Face Value of Bonds" denotes the amount of each unit of bonds and may not necessarily be equivalent to the principal of investment.
- c. "Transaction Amount" refers to the sum of the face value of several units of bonds during the bond transaction.
- d. "Minimum Investment Amount" refers to the lowest transaction value during a bond transaction.
- e. "Price" refers to the transaction price of bonds, with market quotations presented as a percentage. For example, if Bond A's quotation is 102, it means the price is 102% of the bond's face value.
- f. "Coupon Rate" refers to the interest rate paid periodically by the issuer during the circulation of the bonds.
- g. "Interest Payment Amount" refers to the fixed interest paid regularly by the issuer during the circulation of the bonds, based on the coupon rate and interest calculation basis.
- h. "Interest Payment Date" denotes the date on which the bonds pay interest monthly, quarterly, semi-annually, or annually.
- i. "Basis for Interest Calculation Days" refers to the method used to calculate the interest payment days for the bonds. The Client shall follow the calculation basis for interest days directed by each bond's Product Prospectus and Risk Disclosure Document.
- j. "Issuance Date" refers to the official date of the issuance of the bonds.
- k. "Maturity Date" refers to the expiration date of the bonds.
- l. "Prepaid Interest (Accrued Interest on Purchase)" refers to the interest accrued from the previous interest payment date or issue date to the settlement date of purchase by the Client (i.e., the Client purchasing the bonds between two interest payment dates must first pay the accrued interest to the Trustee for the period from the previous interest payment date to the purchase settlement date, and the Client will receive the total interest for that period on the current interest payment date).
- m. "Interest Receivable (Accrued Interest on Redemption)" refers to the interest accumulated from the previous interest payment date to the redemption settlement date when the Client buys back the bonds (i.e., the Client selling the bonds between two interest payment dates is entitled to the accrued interest up to the redemption settlement date).
- n. "Business Day" signifies the operating days of the Trustee, branches, and associated bond traders or nations relevant to the bond's pricing currency.
- o. "Order of Payment and Security Type" pertains to the bond's compensation hierarchy and any associated security.

##### B. Acceptance Time:

- a. The trading hours for domestic bonds are from 10:00 AM to 1:00 PM, and the Business Days refer to the standard business days of Taiwan and the relevant market exchanges. No subscription and redemption transactions are accepted on non-business days.
- b. The trading hours for overseas bonds are from 10:00 AM to 3:30 PM and the Business Days refer to the standard business days of Taiwan and the relevant market exchanges. No subscription and redemption transactions are accepted on non-business days.

##### C. Product Investment Risk Disclosure and Notice:

Depending on the investment targets and the respective transaction markets, the Client should understand the characteristics and associated risks of the markets. A summary of the possible investment risks is as follows:

- a. **Minimum Return Risk:** This product does not have a linked underlying asset; therefore, the minimum return risk is contingent on the credit risk of the issuing institution/guaranteeing institution. In the occurrence of credit default risk, in the worst-case scenario, the Client could lose all invested principal and possible interest payments.
- b. **Early Redemption Risk:** If redeemed early, the bond must be redeemed at the actual prevailing transaction price, possibly leading to a loss of principal. Hence, if the market price sinks and the Client chooses to redeem early, the Client will incur a loss.
- c. **Interest Rate Risk:** After issuance, the bond's market price (Marked to Market Value) will be affected by interest rates. When rates rise, the bond's market price will descend, potentially leading to capital loss.
- d. **Credit Spread Risk:** The credit spread refers to the difference between the interest rates on credit-sensitive bonds (such as corporate bonds) and government bonds, compensating for losses incurred from defaults and the risk premium demanded by risk-averse investors. Typically, the credit spread widens during economic downturns and narrows during economic prosperity. Credit Spread Risk, also known as Spread Widening Risk, pertains to the risk arising from variations in the credit spread due to changes in credit quality.
- e. **Liquidity Risk:** (1) Bonds may be redeemable from the issue date or after a lock-up period, but execution is not guaranteed; The Client must submit redemption applications from 10:00 AM to 3:30 PM on the open redemption date. (2) The bonds do not exhibit sufficient characteristics of a liquid market. In situations of limited liquidity or low trading volume, the actual trading price per unit of bonds may exhibit a significant spread compared to the reference quote. Therefore, if Clients redeem the bonds early, they may suffer a loss of principal, meaning there is no guarantee of 100% repayment of the trust principal; or even in instances when the market completely loses liquidity or the issuing institution restricts early redemption, the Client will be obliged to hold the bonds until the scheduled maturity date.
- f. **Credit Risk:** The Client must bear the credit risk of the bond issuer/guaranteeing institution; the assessment of "credit risk" depends on the Client's evaluation of the credit rating value of the bond issuer/guaranteeing institution; that is, the principal and interest guarantee is committed by the issuer/guaranteeing institution and is not a commitment or guarantee by Bank SinoPac.
- g. **Exchange Rate Risk:** If the bond is a foreign-currency-denominated investment product, the Client must bear the exchange rate risk which may arise from possible currency exchange during bond subscription, bond interest distribution, bond redemption at maturity, issuer's early redemption, or client's early redemption. Bank SinoPac does not speculate on future exchange rate trends.
- h. **Event Risk:** A significant event occurring to the issuer/guaranteeing institution, may lead to bond downgrades.
- i. **Country Risk:** Events of force majeure, such as wars, in the country of registration of the bond issuer/guaranteeing institution,

may lead to losses for the Client.

- j. **Settlement Risk:** In the country of registration of the bond issuer/guaranteeing institution or the place where the bond settlement clearing institution is located, temporary non-delivery or delayed delivery may occur due to emergencies, market fluctuations, or public holidays.
  - k. **Potential Conflicts of Interest:** The Client should be aware that the issuer may play different roles in this bond transaction, leading to conflicts of interest. The issuer and its affiliates may also serve as the bond's underwriter, trader, or broker; simultaneously, its affiliates may act as the issuer's hedge counterpart. Thus, the Client should seek independent professional advice to assess the risks associated with potential conflicts of interest.
  - l. **Inflation Risk:** Inflation will cause a decrease in the real return on the bonds.
  - m. **Reinvestment Risk:** If the Client applies for early redemption or the issuer exercises its right of early redemption, and reinvests the proceeds from the early redemption, the investment return may be lower than the yield of this product.
  - n. **Lock-up Period Risk:** Risks arising from the Client not being able to redeem during the lock-up period of the product.
  - o. **Mark-to-market Risk:** The market price of bonds may fluctuate due to such factors as:
    - (1) Variables that affect the expected return on future bond interest, such as issuer or guarantor credit risk premium, spot and forward prices, and implied volatility;
    - (2) When market interest rates rise, the market price of bonds generally decreases.
  - p. **Legal Risk:** Investments in bonds require trading in various countries and thus must comply with the local laws and trading market regulations, which may differ from our country's laws, and changes may affect the Client's rights.
  - q. **Operational Risk:** The operational risk refers to the potential direct or indirect losses caused by various factors in the operation of the issuer or guarantor.
  - r. **Fair Market Value Risk:** Refers to the requirements of IAS 39 regarding the recognition of gains and losses on financial instruments, which may cause significant fluctuations in the profit and loss in the current period's income statement.
  - s. **Taxation Risk:** Different jurisdictions treat tax differently. Any procedures on the tax of bond income should comply with local tax regulations where the Client resides. The Client must bear the bond's tax liability under the jurisdiction and government regulations, including (but not limited to) stamp duty or other taxes or charges arising from the bonds. Generally, the issuer does not pay additional amounts to compensate for any taxes deducted by the issuer or paying agent. The Client should seek independent tax advice when subscribing to bonds.
  - t. **The Issuer Call Risk:** In accordance with the stipulations outlined in the English prospectus and other related documents (such as the Issuer's rights to exercise early redemption clauses, changes in regulations, accounting or tax systems, impact of significant events, delisting, non-compliance of relevant hedging transactions with regulatory provisions, liquidation of the Issuer, etc.), the Issuer may at any time exercise their right to redeem, implementing redemption of part or all of the outstanding amount. The early exercise of bond redemption rights by the Issuer can truncate the expected investment term and may lead to potential losses of the trust principal or a reduction in expected returns. The bond issuer retains the final decision rights for the early redemption of bonds, which may be either fully or partially executed, or not executed at all. Partial execution may result in the Trustor's remaining bond holdings becoming too small, making it impossible to trade them normally in the market and requiring them to be held until maturity.
  - u. **The Subordinated Debt Risk:** When the issuer defaults, the claim priority of subordinated bonds is after secured and senior bonds, so, before the holders of secured and senior bonds are compensated, the holders of subordinated bonds may not be repaid.
  - v. **Internal Financial Adjustment (Bail-in):** In the event that the issuer/guarantor of the bond undergoes a significant internal financial adjustment, such as being on the verge of a major operational/bankruptcy crisis, it may, through contractual arrangements or statutory mechanisms, write down the face value of the bonds or convert them into equity, possibly leading to a partial or complete reduction of the Client's claims, cancellation of interest, conversion of claims into equity or other securities, modification of bond conditions such as maturity date, coupon rate, interest payment date, or suspension of dividends, etc. In the worst-case scenario, the Client may lose all invested principal and potential dividends.
  - w. **Total Loss-Absorbing Capacity (TLAC):** Some bond issuers are among the globally significant systemic banks, and their issued bonds are TLAC debt instruments. In the event of a significant operational/bankruptcy crisis, the issuer may write down the face value of the bonds or convert them into equity, possibly leading to a partial or complete reduction of the Client's claims, cancellation of interest, conversion of claims into equity, modification of bond conditions such as maturity date, coupon rate, interest payment date, or suspension of dividends, etc. In the worst-case scenario, the Client may lose all invested principal and potential dividends.
  - x. Neither Bank SinoPac nor the issuer of this product or their respective affiliates has authorized anyone to provide any information other than or in conflict with this product prospectus.
  - y. Investment in foreign securities through a Non-discretionary Money Trust carries risks, and the Trustee shall bear all profits and losses. Funds of the Non-discretionary Money Trust are not Time Deposits with Bank SinoPac and thus not within the deposit coverage of the Central Deposit Insurance Corporation. Bank SinoPac does not legally guarantee the trust principal's safety, nor guarantee a minimum return.
  - z. In respect of investment risk disclosure and precaution, as it is not possible to encompass all investment risks and factors that may affect market trends, the Client should obtain the product prospectus and all other related documents before subscription, and thoroughly understand the related investment risks and other factors which may affect investment returns, to accurately assess risks and avoid trading-generated losses that cannot be borne. If necessary, the Client should also consult legal, accounting, tax, and other relevant professionals to assist in investment judgment before subscription.
  - aa. The Client shall decide whether the investment in bonds is appropriate at their sole discretion. The Client's investment behavior is entirely based on its independent judgment and not on any verbal or written opinions provided by Bank SinoPac and the issuer, its agents, or related entities of this product.
  - bb. The Client is advised not to invest in this product by credit expansion.
  - cc. The Client should carefully consider their finance before subscription and aim to hold the investment until maturity, if possible.
- D. Trust Remuneration:**
- The Client understands and agrees that, when Bank SinoPac carries out transactions related to the Non-discretionary Money Trust,

any costs which may be incurred from the counterparty are to be taken as the trust remuneration of Bank SinoPac, and the fee standards and related provisions are as follows:

- a. **Subscription Fees: 1% to 2%.** The fee is calculated by multiplying the trust principal by the rate, payable to Bank SinoPac at the time of subscription.
- b. **Trust Management Fees: Annual rate of 0.2%,** calculated based on the principal amount of each trust, respectively according to its actual holding period (a minimum fee is charged equivalent to NTD 500, USD 15, EUR 15, GBP 11, JPY 2,000, HKD 120, AUD 15, CAD 20, CHF 15, SGD 25, ZAR 125, CNY 100, NZD 20 in respective currency). Upon the Client's redemption request, the fee shall be deducted by Bank SinoPac directly from the trust's returns.
- c. **Channel Service Fees: 0% to 5%,** depending on market conditions. The fee is calculated by multiplying the trust principal by the rate, payable to Bank SinoPac by the counterparty at the time of issuance or trading.
- d. **Other Expenses:** In accordance with Trust Agreements, prospectuses, and other market-related agreements, all taxes and expenses (including, but not limited to, contractually agreed fees and Bank SinoPac's service charges) shall be borne by the Client, and Bank SinoPac may directly debit corresponding expenses from the Client's designated account.
- e. **Pledge of Collateral Right Fees:**
  - (1) **The fee standard: NT\$ 0 to NT\$ 200.**
  - (2) **The calculation method:** Upon applying for the issuance of the 'Non-discretionary Money Trust Beneficiary Certificate' or when the Client completes the 'Non-discretionary Money Trust Beneficiary Pledge Notice,' the Client will be charged a fee of NT\$ 200 for each beneficiary certificate involved in the pledge.
  - (3) **The payment time and method:** Paid in one installment by the Client to Bank SinoPac at the time of application.

**E. Execution Guidelines**

- a. During the effective period of the trust contract, the Client can apply for securities investment by submitting the 'Application Form for Bond Investment (Cancellation) through Non-discretionary Money Trust at Bank SinoPac' (hereinafter 'Bond Investment (Cancellation) Application Form') to Bank SinoPac. The transaction application can be canceled only when the trusted transactions have not been executed. To do so, the Client shall submit the completed application form within the trading business hours of Bank SinoPac on the same day.
- b. Except for bonds from Initial Public Offerings (IPOs), which can be traded under the "Good Till Cancelled" (GTC) format, all other transactions are of the "Day Order" (DAY) type. The transaction prices are set as "Limit Orders", authorizing Bank SinoPac to transact based on the market price. Bond transaction orders are either fully executed or not executed at all (All or None - AON orders).
- c. **Limit Order: Clients entrust Bank SinoPac to execute orders at a specified limit price. Bank SinoPac commits to utilizing its utmost diligence to conduct these orders in compliance with the regulations and conventional practices of the various securities markets, faithfully abiding by the trust's primary objective. Nevertheless, due to factors such as market price volatility, Bank SinoPac cannot ensure the guaranteed execution of the client's order request.**
- d. **Clients acknowledge that the reference prices for bond orders provided by Bank SinoPac originate from securities brokers with whom Bank SinoPac collaborates. Should clients have specific requirements, they may directly adjust these prices upon submitting their bond orders to Bank SinoPac (only for over-the-counter orders and bond- matching orders). Clients agree and comprehend that such price adjustment may impact the probability of successful execution of the orders.**
- e. At bond maturity, Bank SinoPac will proactively redeem bonds. Under normal circumstances, where no events such as delivery deferrals occur, Bank SinoPac, after deducting trust management fees, will remit proceeds from matured bonds or redeemed funds before the maturity date into the Client's designated account at least five business days in advance. The Client may initiate a redemption every business day before 3:30 p.m. prior to the bond's maturity date. Bank SinoPac does not charge any redemption fees. However, the redeemed value and minimum returns are not guaranteed and depend on the prevailing market prices.
- f. The Client declares that they are not a resident (non-resident) of the bond issuing jurisdiction or have established a registered company therein. Due to foreign legal provisions, investors possessing residency in the bond-issuing jurisdiction may not open trust accounts. The Client obtaining such residency after establishing a trust account must proactively notify Bank SinoPac in writing and provide necessary documentation or proof as required by Bank SinoPac. Under the aforementioned circumstances, the trust relationship shall be terminated. If the Client breaches any relevant legal obligations and Bank SinoPac incurs any damages as a result (including but not limited to penalties imposed by regulatory authorities), the Client agrees to bear the liability for damages [including but not limited to any expenses (inclusive of litigation costs), losses, fines, and similar fees].
- g. Bank SinoPac and its entrusted brokers will carry out relevant transactions for the Client in accordance with the norms and conventions of domestic and foreign securities trading markets to fulfill the purpose of the trust. Nonetheless, due to price fluctuations and other factors, the execution of the Client's transaction application is not guaranteed.

**F. Subscription Transactions**

- a. **Minimum Subscribed Amount:** As specified in each product's prospectus and risk notice.
- b. **Subscription Procedures:**
  - (1) During the valid period of the Trust Agreement, the Client shall fill in the "Bond Investment (Cancellation) Application Form" for bond investment, and immediately transfer the purchase amount (including trust principal, bond interest accrued, trust processing fees, and various taxes) into the designated account with Bank SinoPac; otherwise, the application shall not take effect. The Client agrees not to utilize the funds in the designated debit account before confirmation of this application for investment and the deduction of related amounts.
  - (2) **Other Special Agreement on Trading**
    - i. **Excess Earmarking:** The Client authorizes and agrees to Bank SinoPac's earmarking of an amount calculated as (Order Limit Price × Purchase Transaction Amount + Prepaid Bond Interest + Trust Fees + Estimated Taxes) × Earmark Exchange Rate from their deposit account with Bank SinoPac. If the Client's investment is denominated in foreign currency, the Earmark Exchange Rate is set to 1. The Client acknowledges that they cannot utilize the earmarked funds and agrees that Bank SinoPac can directly debit from the mentioned deposit account on the transaction date or the subsequent business day.
    - ii. **Unexecuted Release:** If a transaction fails to be successfully completed, the Client agrees that Bank SinoPac is permitted to release the earmarked funds from the Client's earmarked deposit account no later than two business days following the purchase date.

**G. Redemption Transactions**

- a. **Minimum Redeemed Amount:** As specified in each product's prospectus and risk notice.
- b. Bank SinoPac will redeem the bonds according to the Client's instructions. The Client agrees that after partial bond redemption, Bank SinoPac shall record the remaining trust property information in the Client's trust account, and send the transaction statement to the Client without

issuing physical trust certificates.

- c. After purchasing bonds, the Client can only apply to sell them after the transaction has been confirmed and the Bank SinoPac system has completed the allocation of shares.

H. Cancellation of Transactions: The application to cancel the transaction is only limited to unexecuted instructions within the effective period and must be submitted within the trading hours of Bank SinoPac. Notwithstanding, the actual amount of canceled bond transactions depends on market conditions; therefore, the application for cancellation does not guarantee that the transaction (or all of it) will be confirmed as revoked. If any part or all of the transaction is confirmed and cannot be canceled, Bank SinoPac may execute subsequent delivery and remittance, and the transaction remains valid for the Client. Bank SinoPac reserves the right to accept or reject the Client's cancellation instruction.

I. The Client understands that Bank SinoPac engages in the Non-discretionary Money Trust in foreign securities according to the Client's instructions. The Client instructs Bank SinoPac to appoint SinoPac Securities (Asia) Limited, SinoPac Securities Corporation, KGI Securities Asia Limited, or authorize Bank SinoPac to select other securities firms as the sub-trustee for trading, and to enter into contracts and/or open accounts with the securities firm and its custody institution. If the transactions are made through SinoPac Securities (Asia) Limited or SinoPac Securities Corporation, it is considered a transaction involving a party with a vested interest in the trust business. The Client is aware that Bank SinoPac may have a conflict of interest arising from the role it plays in such transactions.

## 5. Stocks

### A. Definition of Terms:

- a. "Stock" refers to ordinary shares, preference shares, depositary receipts, and warrants that comply with regulatory requirements and are accepted for trading in foreign exchanges upon the consent of Bank SinoPac. Stocks listed on the U.S. stock exchanges shall hereinafter be referred to as "U.S. Stocks"; stocks listed on the Hong Kong stock exchanges shall hereinafter be referred to as "Hong Kong Stocks."
- b. "Exchange" denotes a trading exchange in compliance with regulatory standards, such as the New York Stock Exchange, NASDAQ Stock Exchange, Hong Kong Stock Exchange, etc.
- c. "Broker" signifies the securities trading firm appointed by Bank SinoPac for placing orders.
- d. "Investment (Cancellation) Application Form" pertains to the application document signed by the Client for transactions, detailing (including but not limited to) the Client's basic information, transaction dates, the type of transactions, names of the targets and product codes, order prices (limit prices), order shares, the commission rate, and the debit/credit account number.
- e. "The Trade Date for Day Orders or Commencement Date for GTC Orders" refers to the day on which the stock, as directed by the Client, is traded on a foreign exchange, or the starting day of such trading.
- f. "The Type of Transactions" indicates whether a particular transaction involves buying, selling, or cancellation.
- g. "The Target Name and Product Code" denotes the name of the stock and the listing code in the exchange as instructed by the Client for buying, selling, or cancellation.
- h. "The Order Price (Limit Price)" is the price set by the Client for the desired purchase or sale. On foreign exchanges, trades are matched at this specified price or at a better price than specified.
- i. "The Execution Price" designates the actual transaction price, which may be equal to or better than the order price.
- j. "Order Shares" signifies the number of shares the Client wishes to trade, which should be in whole numbers. Nonetheless, the actual traded volume may be equal to or less than the specified order volume.
- k. "Executed Shares" denotes the actual number of shares traded, which may be equal to or less than the order quantity.
- l. "Debit/Credit Account Number" refers to the account number specified by the Client for debiting or crediting for stock transactions. This account should be one of the various types of accounts opened by the Client at Bank SinoPac (including its branches) and should be established separately for different transaction currencies.
- m. "The Execution Date" indicates the day of the transaction's execution as directed by the Client (based on the foreign exchange's trading hours). For executed day orders, the execution date shall be the transaction day. For GTC orders, the execution date is the day the order shares are actually executed.
- n. "The Order Type" signifies whether the Client's transaction instruction is a day order or a GTC order. If the effective period of a Client's transaction instruction is not only on the day of the transaction, it is a GTC order. The maximum period for GTC orders is 30 days (including non-business days), and its effective duration is based on local exchange business days.
- o. "The Expiry Date" refers to the final date on which the Client's Good-Till-Canceled (GTC) order remains valid.

### B. Acceptance Time

The business hours for over-the-counter transactions are as follows:

Every business day from 11:00 AM to 3:30 PM, Taiwan time; if a foreign stock exchange is closed on a Taiwan business day, the order will be a reserved transaction for the next trading day of the foreign stock exchange."

### C. Investment Risk Disclosure and Precaution

**The Client should be aware that investment in stocks is neither a Time Deposit nor a guaranteed financial product free from loss of principal, and does not belong to the claims managed by the Central Deposit Insurance Corporation; the Client must assume the risks themselves. The risk disclosure and notice below only enumerate significant parts and cannot detail every investment risk and factor affecting the market. It is advised that the Client, before trading, should fully understand related investment risks and other possible factors affecting returns, evaluate their own financial condition and risk tolerance, so as to avoid unsustainable losses from the transactions.**

- a. **Market Risk:** Due to economic changes or other events affecting the market, the price of stocks may rise or fall, thereby affecting investment profits and losses.
- b. **Operational Risk:** Missteps in company management, business cycles, financial operations, or improper adjustments may affect its performance and lead to a decline in the company's financial health, and thus impact the stock price.
- c. **Industry Risk:** Environmental changes in a specific industry may bring high risk, leading to a drop in the stock price of companies related to that industry.
- d. **Price Risk:** The Client must understand that the market trading price of this product is subject to significant fluctuations without any limit on the range of price movement. The maximum potential loss could result in the forfeiture of all invested principal.
- e. **Liquidity Risk:** This product may experience incomplete transactions or partial transactions due to insufficient liquidity, trading suspension, or other factors. The Client should be aware of the price fluctuation risk and market risk arising from liquidity concerns.



- f. **Credit Risk:** The Client should note the credit status or credit rating of the stock issuing company; any downgrade of the stock issuing company and its parent or group companies in the credit rating by credit rating agencies may lead to a fall in stock price.
  - g. **Exchange Rate Risk:** As the product is denominated in foreign currency, the Client who initially invests using NTD or a foreign currency different from the product's denominated currency should be aware of potential foreign exchange risks. This includes interest accrued in the foreign currency and the possibility of a depreciated return when converting back to NTD or the non-denominated currency, which may result in a return lower than the principal invested.
  - h. **Early Closing and Trading Suspension Risk:** Foreign exchanges or markets may have established unique mechanisms for early closing or announcing trading suspension, limiting the ability to buy or sell specific securities, and the actual transaction price may lead to trading losses.
  - i. **Rejection of Transaction Risk:** The risk arises when an order is rejected by a foreign exchange or broker due to price or quantity surpassing their trading limits. This may result in the order being rejected before or during the opening hours of the foreign exchange, preventing the transaction.
  - j. The Trustor shall bear the risks arising from the delisting of the investment targets by the issuer. These risks may result in the loss of the Trustor's investment in the overseas stocks they have subscribed to. In the worst-case scenario, the Trustor may lose all invested principal and dividends.
  - k. **Other Risks:** In addition to the aforementioned primary risks, investments in this product may face various risks stemming from political, economic, national, market, war, counterparty factors, and other uncontrollable or unforeseeable events not attributable to Bank SinoPac. All such investment risks are to be borne solely by the Client.
  - l. The investment risks of this product vary in accordance with its investment targets and the markets in which it is traded. The investment in foreign equities that are traded in overseas securities markets must adhere to the laws and trading regulations of the registered country, which may differ from the securities trading regulations of the Republic of China."
- D. The Remuneration, Types, and Calculation of the Trust**
- The Client understands and agrees that Bank SinoPac may charge any fees from the transaction counterparty when processing Non-discretionary Money Trust-related transactions as trust remuneration for Bank SinoPac. The charging standards and related regulations are as follows:
- a. **Buying Fees:**
    - (1) **The Fee Standard:** The rate is 1.0%.
    - (2) **Calculation:** Multiply the trust principal by the rate.
    - (3) **The Payment Time and Method:** The Client shall make a one-time payment to Bank SinoPac upon purchase. However, if the calculated amount does not meet the minimum fee standards set by Bank SinoPac, the stipulated minimum applies.
    - (4) **Minimum Fee Standards:** The minimum fee for U.S. stocks is equivalent to USD 20 per transaction; there is no stipulated minimum fee for Hong Kong stocks.
  - b. **Selling Fees:**
    - (1) **The Fee Standard:** The rate is 1.0%.
    - (2) **Calculation:** Multiplying the transaction price by the rate.
    - (3) **Payment Time and Method:** The payment shall be made by the Client to Bank SinoPac. Upon the Client's request to sell, the Client authorizes Bank SinoPac to deduct from the trust's principal and interest directly. However, if the calculated amount does not meet Bank SinoPac's minimum fee standards, the stipulated minimum applies.
    - (4) **Minimum Fee Standards:** The minimum fee for U.S. stocks is equivalent to USD 20 per transaction; there is no stipulated minimum fee for Hong Kong stocks.
  - c. **Trust Management Fees:**
    - (1) **The Fee Standard:** The annual rate is 0.2%.
    - (2) **Calculation:** Fees will be computed based on each trust's principal amount, by multiplying the actual holding duration with the annual fee rate.
    - (3) **The Payment Time and Method:** Payments are to be made by the Client to Bank SinoPac. Upon the Client's request to sell, the Client authorizes Bank SinoPac to deduct from the trust's principal and earnings directly. However, if the amount derived from the aforementioned calculation does not meet Bank SinoPac's minimum fee standards, the stipulated minimum applies.
    - (4) **Minimum Fee Standards:** Depending on the currency of the trust, the minimum fees are as follows: TWD 500, USD 15, HKD 120, and CNY 100.
  - d. **Other Fees:**
    - (1) Any domestic or international fees arising from clauses of this Trust Agreement, the investment prospectus, other market-related agreements, or the usage of trust funds shall be borne by the Client. This includes all forms of taxes and costs (including, but not limited to, the fees agreed upon in the contract and service charges of Bank SinoPac). Bank SinoPac has the right to deduct such fees directly from the Client's redemption amount or from the designated account.
- E. Notice on Undertaking:**
- a. The Client's instructed transactions are either Day Orders (based on the business hours of the foreign exchange) or Good-Till-Cancelled (GTC) orders and may be partially filled or completed in batches.
  - b. **All transactions are executed as a "Limit Price" transaction, meaning the Client specifies a purchase or sale price. Bank SinoPac is authorized to execute at this specified price or a better one, depending on market conditions. Regardless of whether the Client's specified limit price is equal to the opening price, closing price, or the day's lowest price, the execution, and the actual transaction price depend on the matching results of the foreign exchange. In relation to the entrusted matters, Bank SinoPac diligently upholds its fiduciary duty; however, it does not assume any responsibility or guarantee regarding the completion of the transaction or the executed price.**
  - c. Bank SinoPac and its commissioned brokers execute relevant transactions for the Client in compliance with the regulations and customs of foreign securities markets, **but, due to price fluctuations, it does not guarantee that the Client's trading application will necessarily be executed.**
  - d. For the Client's equity investments, the Client should agree on a set of interest-crediting accounts for its New Taiwan Dollar trust and foreign

currency trust, and the most recently agreed-upon account shall be used for interest crediting.

- e. **The Client agrees that Bank SinoPac holds the authority to manage any arising matters related to their investment products, including but not limited to cash dividends, stock dividends, issuance rights, stock warrant issuance, replacement of new shares, reduction and issuance of new shares, stock splits, stock mergers (reverse splits), complete acquisitions, delisting of the issuing company, dissolution or bankruptcy dividends, or any other due compensations and benefits. The Client acknowledges and accepts without reservations all of Bank SinoPac's actions in this regard. Upon completion of the relevant processes, Bank SinoPac shall deposit the resulting funds into the Client's account after deducting relevant transaction and tax expenses."**
- f. Daily transaction prices may not necessarily be executed at the day's opening price, closing price, highest price, or lowest price. Bank SinoPac's provision of the previous business day's closing price and delayed quote prices is for reference only and is not a guarantee of the actual execution price.
- g. **Given that the investment target is traded abroad, the execution and confirmation of transactions need to align with the operating hours of the foreign exchange. Due to time zone differences, the finalized transaction price for the investment target can only be determined after Bank SinoPac receives a transaction confirmation notice from the securities broker (or its agent). However, if the confirmation notice from the securities broker (or its agent) received by Bank SinoPac is erroneous, or if there are oversights in Bank SinoPac's operations or other reasons that lead to mistakes, the Client agrees that Bank SinoPac has the right to correct the error and inform the Client. Should an error be discovered by Bank SinoPac after the Client has sold the investment target, and there's an overcharge, Bank SinoPac shall promptly refund the Client. Conversely, if there's a shortage, the Client shall return the deficient amount to Bank SinoPac immediately upon notification.**
- h. **Unless otherwise stipulated by laws or regulations, Bank SinoPac is under no obligation to exercise voting rights or any other ballot rights on behalf of the Client's shares. Bank SinoPac bears no responsibility or obligation concerning proxy forms or documents related to the exercise of voting rights and has no duty to inform the Client regarding such matters.**

F. Purchase Transactions:

- a. Minimum Purchase Amount/Unit:
  - (1) U.S. stocks: equivalent to USD 2,000, with the minimum and incremental purchase unit being one share.
  - (2) Hong Kong stocks: equivalent to HKD 15,000, with the minimum and incremental purchase unit being one lot (minimum purchase quantity varies from 100 to 100,000 shares, depending on the investment target).
- b. Purchasing Operation:
  - (1) During the effective period of the Trust Agreement, the Client is required to complete the 'Bank SinoPac ETF/Stock Investment (Cancellation) Application.' Upon submission, the Client must promptly transfer the total amount, which includes the trust principal, administrative fees, and all applicable taxes, to their designated account at Bank SinoPac. Failure to do so will render the application null and void. Until confirmation of the transaction and associated charges, the Client agrees not to access the funds in the specified account.
  - (2) Special Conditions on Trading:
    - i. Earmarked Reserve: The Client authorizes and agrees that Bank SinoPac will calculate the earmarked amount based on  $(\text{Order Limit Price} \times \text{Number of Shares Purchased} + \text{Trust Fees} + \text{Estimated Taxes}) \times \text{Earmark Exchange Rate} \times \text{Earmark Multiplier}$ . The amount will be reserved from the Client's deposit account with Bank SinoPac. If the Client's investment trust is in foreign currency, the Earmark Exchange Rate will be 1. The Client understands that they cannot access the reserved funds and agrees that Bank SinoPac will directly debit from the said deposit account on the trade date or the next business day. During the effective period of a GTC Order, if the order cannot be successfully executed on the day of the transaction, Bank SinoPac may re-process the earmarking on the next trading day in the aforementioned manner.
    - ii. Unsettled Release: If a transaction does not successfully execute, the Client agrees that Bank SinoPac may release the earmarked funds in the Client's earmarked deposit account no later than two business days after the intended purchase date.
    - iii. Exceeding Earmarked Amount on Purchase: The Client agrees that if the executed transaction amount exceeds the amount earmarked during the purchase, the transaction will still be deemed complete. The Client is obliged to cover the deficit (including related fees) within Bank SinoPac's business hours on the day the transaction is confirmed. Furthermore, the Client consents to Bank SinoPac debiting the requisite amount from their deposit account on the transaction day or the next business day.

G. Selling Transactions:

- a. Minimum Selling Units:
  - (1) US Stocks: The minimum and incremental selling unit is one share.
  - (2) Hong Kong Stocks: The minimum and incremental selling unit is one lot (the minimum selling quantity ranges from 100 to 100,000 shares, varying depending on the investment target).
- b. Bank SinoPac will execute stock-selling transactions based on the Client's instructions. Unless the Client specifies otherwise, they agree to Bank SinoPac using a first-in-first-out method to determine the order of selling shares. Upon partial selling of the stock, the Client agrees that Bank SinoPac will record the remaining trust property information in the Client's trust account and will mail a transaction statement to the Client. No physical trust certificates will be issued separately.
- c. After purchasing stocks, the Client can only apply to sell them after the transaction has been confirmed and the Bank SinoPac system has completed the allocation of shares.

H. Cancellation and Termination of GTC Orders:

- a. Cancellation: Applications to cancel transactions (including daily orders and GTC Orders) are limited to those that have not been executed within the valid period, and must be submitted during the over-the-counter trading hours of Bank SinoPac. Notwithstanding, the actual number of shares successfully canceled will depend on the market conditions, so the application to cancel the transaction does not guarantee the successful cancellation (or the entirety of that transaction). Once the transaction is partially or fully confirmed, rendering cancellation impossible, Bank SinoPac may execute subsequent delivery, remittance, and other related matters, and the transaction remains valid to the Client. Bank SinoPac reserves the right to accept or reject the Client's instructions to cancel the transaction.
- b. Termination of GTC Orders: The termination of a GTC Order includes scenarios such as complete execution, partial execution, expiration of the validity period, or failure of earmarking, which are equivalent to the termination of that GTC Order. The actual situation is still subject to the determination of the higher institution.

I. Liability of Bank SinoPac

- a. **When the Client instructs Bank SinoPac to execute a stock transaction, if the actual transaction date is affected by force**

**majeure factors causing domestic or foreign trading markets to close (e.g., typhoon holidays, etc.), the instruction will be deemed void. The Client shall not claim any rights or demand compensation or joint liability from Bank SinoPac if the transaction cannot be immediately executed due to a market holiday, cessation of trading orders, or circumstances such as holidays or suspension of business in the location of the aforementioned institutions.**

- b. The Client acknowledges and understands the inherent unreliability and insecurity in electronically transmitting data, with implicit risks of interruption and delay. Should a transaction or other instructions be delayed or fail to complete due to factors not attributable to Bank SinoPac (including but not limited to power outages, disconnections, network transmission interference, telecom congestion, etc.), the Client agrees that Bank SinoPac may suspend services, without objections, and agrees to handle related matters by other means, with the transaction records provided by Bank SinoPac as the standard. Bank SinoPac bears no liability for breach of contract or compensation.
- J. The Client understands that Bank SinoPac's Non-discretionary Money Trust service involves trading foreign securities as per the Client's instruction, such as those on the US and Hong Kong stock exchanges. The Client instructs Bank SinoPac to appoint SinoPac Securities Corporation or authorize Bank SinoPac to select another broker to act as the sub-trustee for the purchase and sale transactions and to sign contracts with and/or open accounts with that broker and its custodian institution. If traded through SinoPac Securities Corporation, this is considered a related party transaction, and the Client acknowledges that Bank SinoPac may have conflicts of interest in its role in such transactions.
- K. The Client's Understanding of Publicly Traded Stocks The stocks entrusted to the Client for buying or selling are traded on public exchanges. Information on individual stocks can be obtained from the issuing companies or other public information websites. The Client should proactively seek the stocks and related information of the issuing companies in which they intend to invest or have invested.
- L. Notification Service for Reaching Profit/Loss Points via Email:
  - a. The "Notification Service for Reaching Profit/Loss Points via Email" refers to the process where, when individual stock targets stored in the system, which, after calculation, reach the Client's set or default profit/loss point (inclusive), Bank SinoPac will only send information regarding reaching the profit/loss point (inclusive) to the Client's designated email address. For selling, a separate application is required, and the actual return on investment may differ from the notified return (potentially lower, higher, or the same). The agreement on profit/loss points is solely for Bank SinoPac's reference in providing trust services, without any obligation to trade or guarantee.
  - b. The profit/loss points of individual stock targets are calculated daily based on the closing prices and exchange rates recorded in Bank SinoPac's computer system.
  - c. Under the same trust account, if the same investment target is repurchased with the same trust currency or if settings are changed, the original set investment return profit/loss point will be based on the repurchase or subsequent settings.

#### 6. Exchange-Traded Funds (ETF)

##### A. Definitions:

- a. "ETF" refers to Exchange Traded Funds that comply with the regulations set by the competent authority and are accepted for trading on foreign stock exchanges with the consent of Bank SinoPac. Exchange Traded Funds listed on the US stock exchange are referred to as US stock ETFs; those listed on the Hong Kong stock exchange are referred to as Hong Kong stock ETFs. If they are denominated in Renminbi, they are referred to as Hong Kong stock Renminbi-denominated ETFs.
- b. "Exchange" denotes a trading exchange in compliance with regulatory standards, such as the New York Stock Exchange, NASDAQ Stock Exchange, Hong Kong Stock Exchange, etc.
- c. "Broker" signifies the securities trading firm appointed by Bank SinoPac for placing orders.
- d. "Investment (Cancellation) Application Form" pertains to the application document signed by the Client for transactions, detailing (including but not limited to) the Client's basic information, transaction dates, the type of transactions, names of the targets and product codes, order prices (limit prices), order shares, the commission rate, and the debit/credit account number.
- e. "The Trade Date for Day Orders or Commencement Date for GTC Orders" refers to the day on which the stock, as directed by the Client, is traded on a foreign exchange, or the starting day of such trading.
- f. "The Type of Transactions" indicates whether a particular transaction involves buying, selling, or cancellation.
- g. "The Target Name and Product Code" denotes the name of the ETF and the listing code in the exchange as instructed by the Client for buying, selling, or cancellation.
- h. "The Order Price (Limit Price)" is the price set by the Client for the desired purchase or sale. On foreign exchanges, trades are matched at this specified price or at a better price than specified.
- i. "The Execution Price" designates the actual transaction price, which may be equal to or better than the order price.
- j. "Order Shares" signifies the number of shares the Client wishes to trade, which should be in whole numbers. Nonetheless, the actual traded volume may be equal to or less than the specified order volume.
- k. "Executed Shares" denotes the actual number of shares traded, which may be equal to or less than the order quantity.
- l. "Debit/Credit Account Number" refers to the account number specified by the Client for debiting or crediting for stock transactions. This account should be one of the various types of accounts opened by the Client at Bank SinoPac (including its branches) and should be established separately for different transaction currencies.
- m. "The Execution Date" indicates the day of the transaction's execution as directed by the Client (based on the foreign exchange's trading hours). For executed day orders, the execution date shall be the transaction day. For GTC orders, the execution date is the day the order shares are actually executed.
- n. "The Order Type" signifies whether the Client's transaction instruction is a day order or a GTC order. If the effective period of a Client's transaction instruction is not only on the day of the transaction, it is a GTC order. The maximum period for GTC orders is 30 days (including non-business days), and its effective duration is based on local exchange business days.
- o. "The Expiry Date" refers to the final date on which the Client's Good-Till-Canceled (GTC) order remains valid.

##### B. Acceptance Time

Acceptance of counter transactions during business hours is as follows:

- a. US stock ETF: Every business day from 11:00 AM to 3:30 PM Taiwan time.
- b. Hong Kong stock ETF: Every business day from 9:30 AM to 3:30 PM Taiwan time.
- c. On Taiwan business days when a foreign securities exchange is closed, the order transaction will be a reservation transaction for the next trading day of the foreign securities exchange.

##### C. Investment Risk Disclosure and Precaution

**The Client should note that an Exchange Traded Fund (ETF) investment is neither a deposit nor a guaranteed financial product free from the risk of principal loss. It does not fall under the claims covered by the Central Deposit Insurance Company. The Client**

must bear the risk themselves. The following risk disclosure and precaution only outline the significant part and do not detail every investment risk and factor that may affect the market. The Client is advised to read the prospectus carefully before trading and should fully understand the related investment risks and other factors that may affect investment returns. They must assess their financial situation and risk tolerance to avoid suffering from unbearable losses due to transactions.

- a. **Market Risk:** The net asset value of this product will fluctuate with the prices of the securities it holds, and the market trading price may vary widely without limits on price gains or losses. Investing may result in principal loss, and the maximum possible loss is the total invested principal.
  - b. **Liquidity Risk:** This product may experience incomplete transactions or partial transactions due to insufficient liquidity or other factors. The Client should be aware of the price fluctuation and market risks arising from liquidity concerns.
  - c. **Exchange Rate Risk:** As the product is denominated in foreign currency, the Client who initially invests using a currency different from the product's denominated currency should be aware of potential foreign exchange risks, which include interest accrued in the foreign currency and the possibility of a depreciated return when converting back to the non-denominated currency, which may result in a return lower than the principal invested.
  - d. **Passive Investment Risk:** Most ETFs are not managed actively. Fund managers do not attempt to select individual stocks or take defensive measures in a bear market.
  - e. **Tracking Error Risk:** Owing to associated expenses and variances in the composition between the fund's assets and the benchmark index, the ETFs may exhibit a discernible risk of deviation in their net asset value relative to the performance of the aforementioned index.
  - f. **Liquidation Risk:** In the event that the net asset value of this product falls below the stipulated minimum on a specific valuation day, or, under other unique circumstances where the Fund Management Company decides that, based on its own judgment, the Company would initiate liquidation, it may divest all relevant assets under the fund's ownership. Upon receiving such information, Bank SinoPac will promptly inform the Client and process related matters as stipulated in the Trust Agreement.
  - g. **Emerging Market Risk:** Generally, emerging markets bear higher risks than developed countries. These said risks include relatively small capital leading to associated liquidity, price volatility, foreign investment restrictions, government intervention, deficient laws, social, economic, and political uncertainty.
  - h. **Concentration Risk:** If the ETF invests in a specific industry, commodity, or country, it may not achieve the goal of diversified investment.
  - i. **Settlement Risk:** If the issuer's registered country or the place where the exchange or security clearing and settlement organization is located faces emergencies, market changes, or holidays that alter settlement regulations, this may lead to temporary inability to settle or delayed settlement.
  - j. **Counterparty Risk:** Different countries have different regulatory standards for ETF products, leading to variations in investment structures. If the ETF's investment involves derivative products, risks may arise from one party failing to fulfill the mutually agreed returns in the trading contract, affecting the ETF's performance.
  - k. **RQFII Risks:**
    - (1) The RQFII policies and regulations are newly established, and their implementation carries inherent uncertainties, with the potential for revisions. The ambiguities and fluctuations in Chinese legal statutes (inclusive of RQFII policies and regulations) may adversely affect the ETF, and such changes might possess retroactive properties.
    - (2) There's no assurance that the fund manager will consistently maintain its RQFII status or be able to acquire additional RQFII quotas. The ETF might not always retain a sufficient portion of the RQFII quota to accommodate all subscription applications. This could result in the rejection and suspension of ETF applications, as well as the possibility of the ETF trading at a substantial premium over its net asset value.
  - l. **Professional Investor Investing in ETFs:** Professional investors can invest not only in leveraged and inverse ETFs but also in ETFs holding spot commodities, futures, options, swap contracts, or other derivative financial instruments. They must be aware of specific risks associated with the particular assets and investment techniques, such as the risk of spot or futures investments and tracking errors, significant price fluctuations between spot and futures investments, risks associated with futures including contango and backwardation, or rollover risks at expiration. Leveraged and inverse ETFs aim to track the daily return performance of their benchmark index. The investment returns can be significantly affected by market volatility and the effects of compounding. Unlike traditional index funds, the cumulative return over an extended period may deviate from the fund's investment objective. These ETFs may not be suitable for investors seeking long-term investments and are unfamiliar with the ETF's goal of tracking daily returns.
  - m. **Rejection of Transaction Risk:** When an order is rejected by a foreign exchange or broker due to price or quantity surpassing their trading limits. This may result in the risk of transaction failure.
  - n. **Other Risks:** In addition to the aforementioned primary risks, investments in this product may face various risks stemming from political, economic, national, market, war, counterparty factors, and other uncontrollable or unforeseeable events not attributable to Bank SinoPac. All such investment risks are to be borne solely by the Client.
  - o. The investment risks of this product vary in accordance with its investment targets and the markets in which it is traded. The investment in foreign equities that are traded in overseas securities markets must adhere to the laws and trading regulations of the registered country, which may differ from the securities trading regulations of the Republic of China.
- D. The Remuneration, Types, and Calculation of the Trust:**  
The Client understands and agrees that Bank SinoPac may charge any fees from the transaction counterparty when processing Non-discretionary Money Trust-related transactions as trust remuneration for Bank SinoPac. The charging standards and related regulations are as follows:
- a. **Buying Fees:**
    - (1) **The Fee Standard:** The rate is 1.0%.
    - (2) **Calculation:** Multiply the trust principal by the rate.
    - (3) **The Payment Time and Method:** The Client shall make a one-time payment to Bank SinoPac upon purchase. However, if the calculated amount does not meet the minimum fee standards set by Bank SinoPac, the stipulated minimum applies.
    - (4) **Minimum Fee Standards:** The minimum fee for U.S. ETFs is equivalent to USD 20 per transaction; there is no stipulated

- minimum fee for Hong Kong ETFs.
- b. **Selling Fees:**
    - (1) **The Fee Standard:** The rate is 1.0%.
    - (2) **Calculation:** Multiplying the transaction price by the rate.
    - (3) **Payment Time and Method:** The payment shall be made by the Client to Bank SinoPac. Upon the Client's request to sell, the Client authorizes Bank SinoPac to deduct from the trust's principal and interest directly. However, if the calculated amount does not meet Bank SinoPac's minimum fee standards, the stipulated minimum applies.
    - (4) **Minimum Fee Standards:** The minimum fee for U.S. ETFs is equivalent to USD 20 per transaction; there is no stipulated minimum fee for Hong Kong ETFs.
  - c. **Trust Management Fees:**
    - (1) **The Fee Standard:** The annual rate is 0.2%.
    - (2) **Calculation:** Fees will be computed based on each trust's principal amount, by multiplying the actual holding duration with the annual fee rate.
    - (3) **The Payment Time and Method:** Payments are to be made by the Client to Bank SinoPac. Upon the Client's request to sell, the Client authorizes Bank SinoPac to deduct from the trust's principal and earnings directly. However, if the amount derived from the aforementioned calculation does not meet Bank SinoPac's minimum fee standards, the stipulated minimum applies.
    - (4) **Minimum Fee Standards:** Depending on the currency of the trust, the minimum fees are as follows: TWD 500, USD 15, HKD 120, and CNY 100.
  - d. **Other Fees:**

Any domestic or international fees arising from clauses of this Trust Agreement, the investment prospectus, other market-related agreements, or the usage of trust funds shall be borne by the Client. This includes all forms of taxes and costs (including, but not limited to, the fees agreed upon in the contract and service charges of Bank SinoPac). Bank SinoPac has the right to deduct such fees directly from the Client's redemption amount or from the designated account.
- E. **Notice on Undertaking:**
- a. The Client's instructed transactions are either Day Orders (based on the business hours of the foreign exchange) or Good-Till-Cancelled (GTC) orders and may be partially filled or completed in batches.
  - b. **All transactions are executed as a "Limit Price" transaction, meaning that the Client specifies a purchase or sale price. Bank SinoPac is authorized to execute at this specified price or a better one, depending on market conditions. Regardless of whether the Client's specified limit price is equal to the opening price, closing price, or the day's lowest price, the execution and the actual transaction price depend on the matching results of the foreign exchange. In relation to the entrusted matters, Bank SinoPac diligently upholds its fiduciary duty; however, it does not assume any responsibility or guarantee regarding the completion of the transaction or the executed price.**
  - c. Bank SinoPac and its commissioned brokers execute relevant transactions for the Client in compliance with the regulations and customs of foreign securities markets, **but, due to price fluctuations, it does not guarantee that the Client's trading application will necessarily be executed.**
  - d. For the Client's ETF investments, the Client should agree on a set of interest crediting accounts for its New Taiwan Dollar trust and foreign currency trust, and the most recently agreed-upon account shall be used for interest crediting.
  - e. **The Client agrees that Bank SinoPac holds the authority to manage any arising matters related to their investment products, including but not limited to cash dividends, stock dividends, issuance rights, stock warrant issuance, replacement of new shares, reduction and issuance of new shares, stock splits, stock mergers (reverse splits), complete acquisitions, delisting of the issuing company, dissolution or bankruptcy dividends, or any other due compensations and benefits. The Client acknowledges and accepts without reservations all of Bank SinoPac's actions in this regard. Upon completion of the relevant processes, Bank SinoPac shall deposit the resulting funds into the Client's account after deducting relevant transaction and tax expenses."**
  - f. Daily transaction prices may not necessarily be executed at the day's opening price, closing price, highest price, or lowest price. Bank SinoPac's provision of the previous business day's closing price and delayed quote prices is for reference only and is not a guarantee of the actual execution price.
  - g. **Given that the investment target is traded abroad, the execution and confirmation of transactions need to align with the operating hours of the foreign exchange. Due to time zone differences, the finalized transaction price for the investment target can only be determined after Bank SinoPac receives a transaction confirmation notice from the securities broker (or its agent). However, if the confirmation notice from the securities broker (or its agent) received by Bank SinoPac is erroneous, or if there are oversights in Bank SinoPac's operations or other reasons that lead to mistakes, the Client agrees that Bank SinoPac has the right to correct the error and inform the Client. Should an error be discovered by Bank SinoPac after the Client has sold the investment target, and there's an overcharge, Bank SinoPac shall promptly refund the Client. Conversely, if there's a shortage, the Client shall return the deficient amount to Bank SinoPac immediately upon notification.**
- F. **Purchase Transactions:**
- a. **Minimum Purchase Amount/Unit:**
    - (1) U.S. Stock ETF: equivalent to USD 2,000, with the minimum and incremental purchase unit being one share.
    - (2) Hong Kong Stock ETF: equivalent to HKD 15,000, with the minimum and incremental purchase unit being one lot (minimum purchase quantity varies from 100 to 100,000 shares, depending on the investment target).
    - (3) Non-RMB Denominated Hong Kong Stock ETF: Valued at the equivalent of HKD 15,000, with the minimum and incremental purchase units being one lot (the minimum purchase quantity ranges from 100 to 100,000 shares, varying based on the investment target).
  - b. **Purchasing Operation:**
    - (1) During the effective period of the Trust Agreement, the Client is required to complete the 'Bank SinoPac ETF/Stock Investment (Cancellation) Application.' Upon submission, the Client must promptly transfer the total amount, which includes the trust principal, administrative fees, and all applicable taxes, to their designated account at Bank SinoPac. Failure to do so will render the application null and void. Until confirmation of the transaction and associated charges, the Client agrees not to access the funds in the specified account.
    - (2) **Special Conditions on Trading:**



- i. Earmarked Reserve: The Client authorizes and agrees that Bank SinoPac will calculate the earmarked amount based on (Order Limit Price × Number of Shares Purchased + trustees + Estimated Taxes) × Earmark Exchange Rate × Earmark Multiplier. The amount will be reserved from the Client's deposit account with Bank SinoPac. If the Client's investment trust is in foreign currency, the Earmark Exchange Rate will be 1. The Client understands that they cannot access the reserved funds and agrees that Bank SinoPac will directly debit from the said deposit account on the trade date or the next business day. During the effective period of a GTC Order, if the order cannot be successfully executed on the day of the transaction, Bank SinoPac may re-process the earmarking on the next trading day in the aforementioned manner.
- ii. Unsettled Release: If a transaction does not successfully execute, the Client agrees that Bank SinoPac may release the earmarked funds in the Client's earmarked deposit account no later than two business days after the intended purchase date.
- iii. Exceeding Earmarked Amount on Purchase: The Client agrees that if the executed transaction amount exceeds the amount earmarked during the purchase, the transaction will still be deemed complete. The Client is obliged to cover the deficit (including related fees) within Bank SinoPac's business hours on the day the transaction is confirmed. Furthermore, the Client consents to Bank SinoPac debiting the requisite amount from their deposit account on the transaction day or the next business day.

G. Selling Transactions:

- a. Minimum Selling Units:
  - (1) US Stock ETF: The minimum and incremental selling unit is one share. However, for the HOLDRS series, the minimum transaction and incremental shares amount to 100 shares
  - (2) Hong Kong Stock ETF: The minimum and incremental selling unit is one lot (the minimum selling quantity ranges from 100 to 100,000 shares, varying depending on the investment target).
- b. Bank SinoPac will execute stock selling transactions based on the Client's instructions. Unless the Client specifies otherwise, they agree to Bank SinoPac using a first-in-first-out method to determine the order of selling shares. Upon partial selling of the stock, the Client agrees that Bank SinoPac will record the remaining trust property information in the Client's trust account and will mail a transaction statement to the Client. No physical trust certificates will be issued separately.
- c. After purchasing ETFs, the Client can only apply to sell them after the transaction has been confirmed and the Bank SinoPac system has completed the allocation of shares.

H. Cancellation and Termination of GTC Orders:

- a. Cancellation: Applications to cancel transactions (including daily orders and GTC Orders) are limited to those that have not been executed within the valid period, and must be submitted during the over-the-counter trading hours of Bank SinoPac. Notwithstanding, the actual number of shares successfully canceled will depend on the market conditions, so the application to cancel the transaction does not guarantee the successful cancellation (or the entirety of that transaction). Once the transaction is partially or fully confirmed, rendering cancellation impossible, Bank SinoPac may execute subsequent delivery, remittance, and other related matters, and the transaction remains valid to the Client. Bank SinoPac reserves the right to accept or reject the Client's instructions to cancel the transaction.
- b. Termination of GTC Orders: The termination of a GTC Order includes scenarios such as complete execution, partial execution, expiration of the validity period, or failure of earmarking, which are equivalent to the termination of that GTC Order. The actual situation is still subject to the determination of the higher institution.

I. Liability of Bank SinoPac

- a. **When the Client instructs Bank SinoPac to execute an ETF transaction, if the actual transaction date is affected by force majeure factors causing domestic or foreign trading markets to close (e.g., typhoon holidays, etc.), the instruction will be deemed void. The Client shall not claim any rights or demand compensation or joint liability from Bank SinoPac if the transaction cannot be immediately executed due to a market holiday, cessation of trading orders, or circumstances such as holidays or suspension of business in the location of the aforementioned institutions.**
- b. The Client acknowledges and understands the inherent unreliability and insecurity in electronically transmitting data, with implicit risks of interruption and delay. Should a transaction or other instructions be delayed or fail to complete due to factors not attributable to Bank SinoPac (including but not limited to power outages, disconnections, network transmission interference, telecom congestion, etc.), the Client agrees that Bank SinoPac may suspend services, without objections, and agrees to handle related matters by other means, with the transaction records provided by Bank SinoPac as the standard. Bank SinoPac bears no liability for breach of contract or compensation.

- J. The Client understands that Bank SinoPac's Non-discretionary Money Trust service involves trading foreign securities as per the Client's instruction, such as those on the US and Hong Kong stock exchanges. The Client instructs Bank SinoPac to appoint SinoPac Securities Corporation or authorize Bank SinoPac to select another broker to act as the sub-trustee for the purchase and sale transactions and to sign contracts with and/or open accounts with that broker and its custodian institution. If traded through SinoPac Securities Corporation, this is considered a related party transaction, and the Client acknowledges that Bank SinoPac may have conflicts of interest in its role in such transactions.

- K. The 'Prospectus' (Prospectus, Prospectus Supplement, or similar documents) is provided by the issuing institution of the ETF. The Client can directly download it from the official website of the relevant ETF issuer.

L. Notification Service for Reaching Profit/Loss Points via Email:

- a. The "Notification Service for Reaching Profit/Loss Points via Email" refers to the process where, when individual ETF targets stored in the system, which, after calculation, reach the Client's set or default profit/loss point (inclusive), Bank SinoPac will only send information regarding reaching the profit/loss point (inclusive) to the Client's designated email address. For selling, a separate application is required, and the actual return on investment may differ from the notified return (potentially lower, higher, or the same). The agreement on profit/loss points is solely for Bank SinoPac's reference in providing trust services, without any obligation to trade or guarantee.
- b. The profit/loss points of individual ETF targets are calculated daily based on the closing prices of the individual ETF and exchange rates recorded in Bank SinoPac's computer system.
- c. Under the same trust account, if the same investment target is repurchased with the same trust currency or if settings are changed, the original set investment return profit/loss point will be based on the repurchase or subsequent settings.

7. Overseas Structured Notes

- A. Definitions: For the purposes of these terms, 'Overseas Structured Notes' refer to compound financial products issued outside the Republic of China in the form of bonds, combining fixed-income products with linked derivative financial products such as equities, interest rates, exchange rates, indices, commodities, credit events, or other interests.
- B. Acceptance Hours: Bank SinoPac's business hours for over-the-counter transactions of Overseas Structured Notes last from 9:00 AM to 3:30 PM, Monday to Friday.

### C. Investment Risk Disclosure and Precaution

The Client should note that Investments in Overseas Structured Notes are neither deposits nor financial products guaranteed to be free from principal loss. It does not fall under the coverage of the Central Deposit Insurance Corporation. The Client should understand the characteristics and risks of the product before investment and conduct independent judgements on their risk-bearing capacity, including, but not limited to, the following investment risks:

- a. **Minimum Return Risk:** The minimum return risk shall include the maximum loss amount, which means the investor might lose the entire principal and interest in the worst case.
- b. **Early Redemption Risk:** If the Client redeems the Overseas Structure Notes earlier than maturity, the investor might get back less amount than the original investment amount (the amount could even be zero in the worst case) or not be able to redeem.
- c. **Interest Rate Risk:** After a Overseas Structure Note is officially issued and delivered, its mark to market value over its term will be affected by the changes in interest rates in the denominated currency; when the interest rate of the currency goes up, the mark to the market price of the Overseas Structure Notes may fall, and may be lower than the coupon price, which would damage the original investment amount; when the currency interest rate goes down, the mark to market price of the Overseas Structure Notes may increase and may be higher than the coupon price and bring additional revenue.
- d. **Liquidity Risk:** These Overseas Structure Notes are not traded on any exchange and lack sufficient liquidity. As a result, investors may be unable to sell these notes to other investors or brokers, and there is no centralized information source for current quotes from other brokers. Under typical market conditions, the secondary market for these Overseas Structure Notes only offers early redemption opportunities provided by the issuing institution to investors. There are no other market participants providing quotes for the secondary market. However, market conditions are unpredictable, and the redemption mechanism offered by the aforementioned issuing institution is not guaranteed indefinitely. Additionally, in situations of limited liquidity, the actual trading price of these Overseas Structure Notes may have a significant spread from its net asset value per unit. This means that if investors redeem the notes before their maturity, they may incur losses to their original investment. In extreme cases where the market loses all liquidity, investors may be forced to hold the Overseas Structure Notes until they mature.
- e. **Credit Risk:** The Client shall bear the credit risk of the issuer or guarantor of the structured overseas note. The evaluation of "credit risk" depends on the investors' evaluation of the credit rating value of the issuer or guarantor of the structured overseas note; if there is a guaranteed dividend income or guaranteed principal protection rate during the holding period of the structured overseas note, it is guaranteed by the issuer or guarantor, rather than by the Bank SinoPac.
- f. **Exchange Rate Risk:** Overseas Structure Notes may be denominated in foreign currencies. If the Client invests in NTD or other non-denominated currencies at the beginning of the investment, they shall note that, when the interest and original investment amount in foreign currency are returned, there exists a foreign exchange risk that converting them to TWD asset might result in damaging the investment principal.
- g. **Event Risk:** Suppose a material event occurs in the issuer or guarantor. In that case, it may result in the issuer or guarantor and the Overseas Structure Notes rating downgrades, default or the price of Overseas Structure Notes falling.
- h. **Country Risk:** If force majeure events such as wars occur in the country where the issuer or guarantor of the structured overseas note is registered, it will cause losses to investors.
- i. **Settlement Risk:** In the event of emergencies, exceptional circumstances, or market fluctuations, the country of registration of the issuing or guaranteeing institution of these structured notes, or the location of the exchange or securities settlement and clearing institution linked to the underlying asset, may experience temporary settlement disruptions or delays.
- j. **Market Risk:** The net asset value of this product will fluctuate with the price changes of the securities it holds. The market trading price has significant volatility without any limits on price increases or decreases. Client's investments may lead to a loss of principal, with the maximum potential loss being the entire invested principal.
- k. **Call Risk:** If the issuing institution exercises the right to redeem this product early, it will shorten the expected investment duration.
- l. **Reinvestment Risk:** If the issuing institution exercises the right to redeem this product early, The Client will face reinvestment risk.
- m. **Sub-effect of Underlying Risk:** If the underlying asset linked to this product needs to be replaced due to unique factors, the agent responsible for price calculation will have the right to select an appropriate substitute based on the principle of good faith.
- n. **Inflation Risk:** Inflation will lead to a decline in the real returns of this product.
- o. **Convertible Risk:** Depending on the design or conditions of this product, the invested principal might be converted into securities linked to the underlying asset. The Client should bear the profits or losses from disposing of these securities.
- p. **Lock-up Period Risk:** Clients face risks when they are not allowed to redeem this product during its lock-up period.
- q. **Risk of Autocallable Feature:** Depending on the design or conditions of this product, the expected investment duration might be shortened.
- r. **Other Risks:** Apart from the aforementioned main risks, investments in this product may face any investment risks arising from political, economic, war, trading counterparties, and other force majeure events or reasons not attributable to Bank SinoPac. All such risks are to be borne by the Client.
- s. The investment risks of this product vary based on its investment targets and the trading markets of its investments. As it trades in foreign securities markets, it should comply with the laws and trading regulations of the registered country, which may differ from the securities trading regulations of the Republic of China.
- t. The aforementioned risk warnings only list the significant part. All investment risk and factors affecting market trends cannot be detailed. Before subscription, The Client should understand the related investment risks and other factors that might affect investment returns and completely assess the risks to avoid incurring unbearable losses. They should bear the profits or losses. For detailed risk warnings, please refer to the respective product prospectus.

### D. The Remuneration, Types, and Calculation of the Trust:

The Client understands and agrees that, when Bank SinoPac carries out transactions related to Non-discretionary Money Trusts under this Agreement, any costs from the transaction party may be regarded as trust remuneration collected by Bank SinoPac. The charging standards and related regulations are as follows:

- a. **Subscription Fees:**
    - (1) **The Fee Standard:** The rate ranges from 0 to 1.5%.
    - (2) **Calculation:** Calculated by multiplying the trust principal by the rate.
    - (3) **Payment Time and Method:** The Client shall pay Bank SinoPac at the time of subscription in one lump sum.
  - b. **Trust Management Fees:**
    - (1) **The Fee Standard:** The annual rate is 0.2%.
    - (2) **Calculation Method:** Calculated separately based on each trust principal, multiplied by the annual rate according to its actual holding period.
    - (3) **Payment Time and Method:** The fee should be paid by the Client to Bank SinoPac, which is then authorized to deduct the said fee directly from the trust principal and interest at the time of Client's redemption request. If the calculated result does not meet Bank SinoPac's minimum fee standard, the minimum fee standard will apply.
    - (4) **Minimum Fee Standard:** Calculated according to the currency of the trust as follows: NTD 500, USD 15, EUR 15, GBP 11, JPY 2,000, HKD 120, AUD 15, CAD 20, CHF 15, SGD 25, ZAR 125, CNY 100, NZD 20.
  - c. **Channel Service Fees:**
    - (1) **The Fee Standard:** The rate ranges from 0 to 5.0%.
    - (2) **Calculation Method:** Calculated by multiplying the trust principal by the rate.
    - (3) **Payment Time and Method:** The fee shall be paid in one lump sum to Bank SinoPac by the issuer/agency at the time of product issuance or transaction.
  - d. **Other Related Cost**  
**Any domestic or foreign related costs arising from the terms of this Trust Agreement, investment instructions, or other market-related agreements, or the use of trust funds, including but not limited to the costs and fees stipulated in the contract and Bank SinoPac's service fees, shall be borne by the Client. Bank SinoPac may deduct these directly from the Client's redemption funds or debit/credit account.**
- E. **Subscription Transactions:**
- a. **Minimum Subscription Amount or Unit:** As stated in the Chinese prospectus or equivalent to USD 10,000.
  - b. **Subscription Procedure:** The Client, during the effective period of the Trust Agreement, shall apply for a securities investment by completing the "Bank SinoPac Application for Investment in Non-discretionary Money Trust Overseas Structured Notes (Cancellation)" (hereinafter referred to as "Overseas Structured Note Investment (Cancellation) Application Form"). The Client must promptly remit the trust principal in NTD/foreign currency and trust processing fee NTD/foreign currency to the Client's NTD/foreign currency account opened with Bank SinoPac. If Bank SinoPac has not received the subscription payment (including trust principal and processing fee) by 3:30 PM on the business day, this application will not take effect. The Client agrees that Bank SinoPac may deduct the trust funds and processing fees from the Client's bank's NTD/foreign currency designated account within a reasonable period from the end of the agreed term to process investment-related matters. If the Client chooses to deduct the investment in this product in NTD, the actual deduction amount (including trust principal and processing fee) in NTD shall be settled by Bank SinoPac's Prevailing selling rate of USD (or other foreign currency). If exchange rate changes lead to insufficient funds in the NTD designated account remitted to Bank SinoPac or deposited in the Client's NTD account established at Bank SinoPac, the investment application will not take effect, and the Client may not express any objections. If the product cannot be issued because of market fluctuations or any other factors, the broker cannot accept the subscription to this product, or if the product fails to be traded, Bank SinoPac shall return the trust funds and processing fees to the Client's designated account. The Client agrees that no interest shall be calculated on the trust funds and processing fees returned by Bank SinoPac.
  - c. **Other Agreed Matters**
    - (1) This "Overseas Structured Note Investment (Cancellation) Application Form" is "valid before cancellation." The Client agrees that, before the deduction of the relevant funds is reported and confirmed, the funds in the designated deduction account shall not be used. Notwithstanding, if no transaction has been completed before the end of the agreed due date, this "Overseas Structured Note Investment (Cancellation) Application Form" will automatically turn invalid.
    - (2) Any subscription/cancellation that the Client intends to apply for must be submitted to Bank SinoPac by 3:30 PM on the last business day before the deadline or every business day before 3:30 PM, by filling out the "Overseas Structured Note Investment (Cancellation) Application Form." Notwithstanding, the cancellation application will only take effect if the transaction has not been completed.
- F. **Termination of Transactions:**
- a. **Minimum Amount and Unit for termination:** As specified in the Chinese product prospectus or equivalent to USD 10,000.
  - b. Bank SinoPac processes the termination of securities transactions as per the Client's instructions. Unless otherwise instructed by the Client, the Client agrees that Bank SinoPac shall process the termination of the securities in a First-In-First-Out manner, regarding face value or unit number. Following the partial termination of securities transactions, the Client agrees that the remaining trust property details will be recorded by Bank SinoPac in the Client's trust account and Bank SinoPac will send a transaction statement to the Client without providing a physical trust certificate.
  - c. The product is open for termination every business day starting from the issue date or after the closure period. The Client must submit a termination request within the business hours of each open termination date. If the open termination date is a holiday, the effective day shall be postponed to the next business day. For each trust principal termination request, the minimum amount or unit number shall subject to the Chinese product prospectus. If the Client chooses to invest in this product by deducting foreign currency, the Client agrees that Bank SinoPac will actively process the termination of the product upon maturity, on early maturity, or when the issuer exercises early termination rights. Upon receiving the termination proceeds from the issuer within a reasonable period, Bank SinoPac will transfer the termination proceeds, after deducting trust management fees, to the Client's designated account for the product's maturity termination. If the Client chooses to invest in this product by deducting the fund in NTD, Bank SinoPac will actively process the termination, and, on the next day of receiving the termination proceeds from the issuer, after deducting trust management fees and settling at the prevailing USD (or other foreign currencies) buying interest rate at Bank SinoPac, the termination proceeds will be transferred to the Client's designated account for the product's maturity termination.
- G. **Cancellation of Transactions:**  
The request for cancellation of transactions is only permitted for orders that have not been executed during the valid transaction period and must be made during Bank SinoPac's over-the-counter transaction business hours. Bank SinoPac reserves the right to accept or reject the Client's cancellation instructions.
- H. Upon the expiration of this product, should there be an instance of physical delivery, the securities to be delivered might possess a risk profile that potentially exceeds the risk level associated with the Overseas Structured Notes**

I. Bank SinoPac's Liability:

If the actual trading day of the entrusted transaction is closed due to force majeure factors affecting domestic or foreign trading markets (e.g., typhoon holidays), the order shall be deemed invalid. The Client shall not claim any rights, demand damages, or assume joint liability against Bank SinoPac for an inability to execute investment or buying and selling transactions promptly due to market closures, orders to cease trading, holidays, or temporary suspension of business in the respective jurisdiction.

8. Domestic Structured Notes

A. Definitions:

For the purposes of these terms, 'Domestic Structured Notes' refer to compound financial products issued inside the Republic of China, combining fixed-income products with linked derivative financial products such as equities, interest rates, exchange rates, indices, commodities, credit events, or other interests.

B. Acceptance Hours:

Bank SinoPac's business hours for over-the-counter transactions of 'Domestic Structured Notes' last from 9:00 AM to 3:30 PM, Monday to Friday.

C. Investment Risk Disclosure and Precaution

The Client should note that Investments in Domestic Structured Notes are neither deposits nor financial products guaranteed to be free from principal loss. It does not fall under coverage of the Central Deposit Insurance Corporation. The Client should understand the characteristics and risks of the product before investment and conduct independent judgments on their risk-bearing capacity, including, but not limited to, the following investment risks:

- a. **Linked Underlying Asset Risk:** Such as the market price risks of the target assets.
- b. **Market Risk:** Unanticipated market, economic, and political factors can lead to sudden changes in the market value and risk structure of derivative financial products.
- c. **Early Termination Risk:** Investors, if requesting early termination before the product's contracted maturity, may receive an amount less than their original investment (in the worst-case scenario, the amount could be zero), or early termination might not be possible at all. Whether early termination is allowed depends on the specific contract characteristics or other risk factors. The price might also differ from the investor's initial estimate, potentially affecting both the issuing institution and the investor.
- d. **Early Maturity Event Risk:** During the product's lifetime, if the contract price is less than the lower bound price, or the underlying asset is liquidated or merged, it will shorten the expected investment period and result in the amount receivable being less than the original investment amount (in the worst case, the amount may even be zero).
- e. **Liquidity Risk:** Derivative financial products suffer from relatively low liquidity, and the domestic and foreign markets or institutions may cause the investor's positions to be unable to be cleared, leading to worse losses or compromised profits for the investor.
- f. **Interest Rate Risk:** The market price during the product's lifetime may be affected by fluctuations in interest rates.
- g. **High Participation Rate Risk:** If the linked underlying asset's net value descends during the product's lifetime, the multiplier effect of the high participation rate may lead to a worse loss to the product.
- h. **Benchmark Interest Rate Reset Risk:** The swap cost borne by investors is calculated using the benchmark interest rate (floating) plus a markup rate. A significant increase in the benchmark interest rate could lead to a substantial rise in the costs that investors must bear.
- i. **Exchange Rate Risk:** Exchange rate fluctuations are unpredictable. Changes in market exchange rates may be favorable to the positions held by investors; conversely, they may also result in substantial losses for investors.
- j. **Legal and Taxation Risk:** Changes in relevant laws (such as tax laws) may affect the linked underlying asset's price or the product's actual return; the investor must bear the risk arising from legal changes.
- k. **Credit Risk:** The return on credit derivative financial products is mainly for bearing the credit risk of the credit entity under the contract; the investor should assess the credit status of the credit entity and issuer and bear the related risks.
- l. **Reinvestment Risk:** The inability to reinvest at the original yield after receiving the interest.
- m. **Issuer Default Risk:** If the issuer has defaulted, in the worst case, the investor will lose all initially invested principal.
- n. **Country Risk:** If the country of registration of the issuing institution experiences events such as wars or similar disturbances, it could lead to losses for investors.
- o. **Other Risks:** In addition to the principal risks mentioned above, investment in this product may face any investment risk arising from political, economic, war, trading counterparts, and other force majeure or reasons not attributable to Bank SinoPac, all of which are to be borne by the Client.
- p. The investment risks of this product vary based on its investment targets and the trading markets of its investments. As it trades in foreign securities markets, it should comply with the laws and trading regulations of the registered country, which may differ from the securities trading regulations of the Republic of China.
- q. The aforementioned risk warnings only list the significant parts and cannot detail every investment risk and factors affecting market trends. Before subscription, The Client should understand the related investment risks and other factors that might affect investment returns and thoroughly assess the risks to avoid incurring unbearable losses. They should bear the profits or losses. For detailed risk warnings, please refer to the respective product prospectus.

D. The Remuneration, Types, and Calculation of the Trust:

The Client understands and agrees that, when Bank SinoPac carries out transactions related to Non-discretionary Money Trusts under this Agreement, any costs from the transaction party may be regarded as trust remuneration collected by Bank SinoPac. The charging standards and related regulations are as follows:

a. Subscription Fees:

- (1) **The Fee Standard:** The rate ranges from 0 to 1.5%.
- (2) **Calculation:** Calculated by multiplying the trust principal by the rate.
- (3) **Payment Time and Method:** The Client shall pay Bank SinoPac at the time of subscription in one lump sum.

b. Trust Management Fees:

- (1) **The Fee Standard:** The annual rate is 0.2%.
- (2) **Calculation Method:** Calculated separately based on each trust principal, multiplied by the annual rate according to its actual holding period.

(3) **Payment Time and Method:** The fee should be paid by the Client to Bank SinoPac, which is then authorized to deduct the said fee directly from the trust principal and interest at the time of the Client's redemption request. If the calculated result does not meet Bank SinoPac's minimum fee standard, the minimum fee standard will apply.

(4) **Minimum Fee Standard:** Calculated according to the currency of the trust as follows: NTD 500, USD 15, EUR 15, GBP 11, JPY 2,000, HKD 120, AUD 15, CAD 20, CHF 15, SGD 25, ZAR 125, CNY 100, NZD 20.

c. **Channel Service Fees:**

(1) **The Fee Standard:** The rate ranges from 0 to 10.0%.

(2) **Calculation Method:** Calculated by multiplying the trust principal by the rate.

(3) **Payment Time and Method:** The fee shall be paid in one lump sum to Bank SinoPac by the issuer at the time of product issuance or transaction.

d. **Early Termination Fee (as stipulated in each product prospectus):**

From the effective date of the product contract, if the Client terminates the product before a specified duration, an early termination fee will be charged.

e. **Other Related Costs:**

Any domestic or foreign related costs arising from the terms of this Trust Agreement, investment instructions, or other market-related agreements, or the use of trust funds, including but not limited to the costs and fees stipulated in the contract and Bank SinoPac's service fees, shall be borne by the Client. Bank SinoPac may deduct these directly from the Client's redemption funds or debit/credit account.

E. **Subscription Transactions:**

a. **Minimum Subscription Amount or Unit:** As stated in each prospectus.

b. The Client, during the effective period of the Trust Agreement, shall apply for a securities investment in Domestic Structured Notes by completing the "Bank SinoPac Application for Investment in Non-discretionary Money Trust Domestic Structured Notes (Cancellation)" (hereinafter referred to as "Domestic Structured Note Investment (Cancellation) Application Form"). The Client should also remit the subscription amount (including the trust principal and subscription fee) to their designated account opened with Bank SinoPac; otherwise, this application will not be effective. Clients agree that Bank SinoPac, on the day of this investment application transaction, will deduct the trust principal and subscription fee from their designated account with Bank SinoPac to process investment-related matters. Clients agree that. Before the investment application transaction is confirmed and the relevant amounts are deducted, they shall not use (or earmark) the funds in the designated deduction account. If the transaction cannot be successfully completed and a notification is received from the issuing institution, the Client agrees that Bank SinoPac will return the subscription amount without interest within a specified period (as stipulated in each product prospectus) after receiving the notification that the transaction could not be completed. If the Client cancels the trusted subscription before the transaction is completed within the valid period, The Client agrees that Bank SinoPac may execute the unearmarked transaction in the Client's earmarked deposit account no later than the second business day after the cancellation application date.

F. **Termination of Transactions:**

a. **Minimum Amount and Unit for termination:** As specified in each product prospectus.

b. From the day following the issuance date of this product, The Client can apply for termination on every business day. Clients must submit their termination requests within the business hours of each business day. **When applying for termination, The Client can only apply for terminating the entire trust principal early; partial termination is not allowed.** The Client agree that, upon the maturity of this product or when the issuing institution exercises early termination, Bank SinoPac will proactively handle related matters. Once Bank SinoPac receives the funds remitted by the issuing institution (after tax deductions), it will, within a reasonable period, transfer the funds to the Client's designated account after deducting trust management fees and early termination fees.

c. The business day following the day on which the Client applies for early termination will be the early termination transaction day.

G. **Cancellation of Transactions**

Requests for transaction cancellations are permissible solely for orders that remain unexecuted within the stipulated transaction validity period. Such requests must be tendered within the business hours designated for over-the-counter transactions at Bank SinoPac. It should be noted, however, that the actual cancellable amount of the Domestic Structured Notes is contingent upon the transactional status maintained by the issuing institution. Consequently, the submission of a cancellation request does not unequivocally assure the revocation of the said transaction (the transactional amount is not amenable to partial cancellations; it is subject to complete annulment). Should a transaction be irrevocably confirmed, rendering cancellation unfeasible, Bank SinoPac shall undertake subsequent settlement procedures and other pertinent matters in accordance with the actual transactional details. Such a transaction shall retain its validity with respect to the Client. Bank SinoPac expressly reserves the discretionary right to either accept or decline any client-initiated transaction cancellation request.

H. **Trust Certificate**

When Bank SinoPac processes domestic structured product transactions as per the Client's instructions, the Client agrees that Bank SinoPac will register the remaining trust property data in the Client's trust account via a logging method. Bank SinoPac will send transaction statements to the Client and will not provide a physical trust certificate separately.

I. **Bank SinoPac's Operational Risk Assessment**

**If the Client's transaction instructions, upon evaluation by Bank SinoPac, are determined to pose operational risks to Bank SinoPac, the Bank reserves the right to decline the transaction and will notify the Client accordingly.**

J. **Upon the expiration of this product, should there be an instance of physical delivery, the securities to be delivered might possess a risk profile that potentially exceeds the risk level associated with the Domestic Structured Notes**

K. **Bank SinoPac's Liability:**

**If the actual trading day of the entrusted transaction is closed due to force majeure factors affecting domestic or foreign trading markets (e.g., typhoon holidays), the order shall be deemed invalid. The Client shall not claim any rights, demand damages, or assume joint liability against Bank SinoPac for an inability to execute investment or buying and selling transactions promptly due to market closures, orders to cease trading, holidays, or temporary suspension of business in the respective jurisdiction.**

9. **ibrAin**

A. **Service Description:**

a. This Service, in accordance with the Trustor's provided information and set investment amount, the investment method, the target amount, the investment duration, and investment attributes, utilizes the Trustee's in-system algorithm for computation, offering personalized Portfolio recommendations.



- b. This Service plans to continually monitor the Portfolio 's asset status based on market changes, the Trustor's target amount shortfall, variations in the Portfolio's investment duration and the Trustor's investment attributes, and provide advice for adjustments to the Portfolio allocation and related settings.
  - c. Should the Trustor wish to execute trading instructions and change related settings based on the advised Portfolio allocation, it can be conducted through the Trustee's online banking or mobile banking web pages.
- B. Investment Advisory Service
- a. The Trustor must sign the "Investment Advisory Appointment Contract" before the Trustee provides advice on Portfolio allocation, asset rebalancing, the conversion of Portfolio risk attributes and adjustment plans.
  - b. If the Trustor dies, suspends, or fails to sign the Investment Advisory Appointment Contract, the Trustee will be unable to continue providing advice on Portfolio allocation, asset rebalancing, the conversion of Portfolio risk attributes, and adjustment plans.
  - c. The investment advice which the Trustee provided in the system is for reference only. The Trustor understands that the investment targets are neither deposits nor financial products guaranteed against principal loss. It is advised that the Trustor should prudently read the prospectus and investor's guide, fully understand the corresponding investment risks and other factors which may affect investment returns, and assess their financial status and risk tolerance to avoid unbearable loss from trading.
  - d. Prior to using the Trustee's services, the Trustor should carefully read the service content or other relevant public information. The Trustor should review all related documents disclosed by this Service to understand the content, terms, such as descriptions regarding algorithms or portfolio construction, fees for using this Service, termination of this Service and subsequent procedures, and time required for asset liquidation to ensure their rights and interests.
  - e. The Trustor should be aware of the intrinsic limitations of the investment instruments of this Service and its potential disparities from reality, including:
    - (1) Basic assumptions of the system or program: The Trustor should recognize the system's limitations and key basic assumptions, but these assumptions may not necessarily correspond with facts or individual scenarios. For example, if the system anticipates a rising trend in future interest rates, but market interest rates remain low, the system's assumptions will be inconsistent with reality.
    - (2) Range of products offered: The Trustor should understand the limitations of the investment products offered by the system, such as possibly only including funds or exchange-traded funds (ETFs), excluding individual stocks, which may not align with the Trustor's investment objectives. Additionally, single products like ETF types may not encompass all market ETFs, resulting in limited Portfolio recommendations.
  - f. The Trustor should understand that the advice provided by the system is directly tied to the information offered by the Client: The question list outlined by the system will limit or affect the content of the information provided by the Trustor, which in turn influences the results of the Trustee's system's advice (i.e., Portfolio suggestions). Hence, if the Trustor does not understand the questions posed by the system, they should immediately consult the Trustee. The Trustor should also realize that the questions listed by the Trustee's system may be overly generalized, vague, or potentially misleading, and may prompt the Trustor to choose the system's preset options.
  - g. The Trustor should understand that the Portfolio advice provided by the system may not align with the Trustor's financial needs or objectives: As the system cannot evaluate all situations and environments of the Client, such as age, financial status, investment experience, other assets, tax conditions, risk tolerance, investment recovery period, cash requirements, and investment objectives, the Portfolio advice may not necessarily meet individual Client's needs. For example, the system might only consider the Client's age without taking into account the Client's assets at other financial institutions, or plans to purchase real estate after a period of investment; or the system may not consider that the Client's investment objectives may change, unable to make corresponding adjustments.
- C. Trust Instructions and the Notification Method with Bank SinoPac
- a. If the Trustor wishes to perform any business under this Service, the Trustor must first log in to the Trustee's online banking or mobile banking website to issue instructions. Except for physically or mentally disabled individuals who can seek assistance from bank counter staff for online processing of this Service, the Trustee does not accept the Client's application for this Service through counter services.
  - b. The Trustor agrees that only a single instruction can be issued to a single Portfolio; the Trustee does not accept instructions for single targets.
  - c. The Trustor agrees that the Trustee's notifications will be made by written or electronic transmission (including email, text messages, etc.).
  - d. If there are any changes to the email address, mailing address, or phone numbers that the Trustor has retained with the Trustee, the Trustor should log into the Trustee's online banking to make according changes. Any loss or dispute arising from delays or errors in notifications due to failure to update promptly shall be borne by the Trustor.
  - e. The Trustor acknowledges that notification services may fail or be delayed due to factors not attributable to the Trustee, such as email server issues, personal computer settings, mobile phone shutdown, full inbox, poor reception, or mobile devices not activating push services. The Trustee bears no responsibility for this.
- D. Transaction Agreements
- a. The business day referred to in this Service means the business day both in Taiwan and the United States. If the Trustor's instruction is not on a business day, the Trustee will postpone the processing to the next business day.
  - b. The investment target of this Service is ETFs. The Trustor agrees to foreign securities transactions under this Service, and authorization is granted to securities brokers selected by the Trustee to assist in placing orders.
  - c. To mitigate the impact of large transactions on the market price of the investment target, the Trustor agrees that the Trustee's chosen financial institution will place orders in a diversified manner. The transaction price of the investment target will fall between the high and low points of the day.
  - d. The Trustor is only allowed to set up one deposit account for each Portfolio for the receipt and payment of trust funds, specifically for transaction debiting, redemption payment, and account management fees.
  - e. The Trustor agrees that cash dividends accrued from the investment targets will be directly reinvested by the Trustee in those targets.

- f. The minimum investment amount, the debit dates of Dollar Cost Averaging Investment, and other relevant rules for this Service shall be governed by the announcements on the Trustee's website.
- E. Single Subscription and Dollar Cost Averaging Investment Subscription
  - a. The Trustor may choose one of three subscription manners: single subscription, Dollar Cost Averaging Investment, or single subscription coupled with Dollar Cost Averaging Investment. The Trustor must not invest in products that exceed their investment attribute level.
  - b. The Trustor is solely responsible for determining whether to accept the portfolio allocation advice as displayed on the webpage. Should the Client elect to adhere to such investment guidance, they must initiate the subscription process via the Trustee's online or mobile banking interface, adhering to the step-by-step instructions provided therein to confirm the particulars of the investment, thereby finalizing the directives to the Trustee.
  - c. Following the Trustor's completion of a one-time subscription directive (on the designated instruction date), the Trustee shall promptly conduct an earmarking procedure in accordance with the Client's specified amount and deposit account. On the subsequent business day (the effective date), the designated account shall be debited, and investments shall be allocated to various targets in alignment with the Trustor's stipulated investment ratio.
  - d. After the Trustor has finalized the Dollar Cost Averaging subscription directive (on the instruction date), the Trustee shall execute a direct debit in conformity with the Client's predetermined date, sum, and account, allocating investments to diverse targets in accordance with the Trustor's prescribed investment proportion. Should the Dollar Cost Averaging subscription directive coincide with the Client's chosen debit date, the portfolio's Dollar Cost Averaging debit shall commence from the ensuing month. For example, if the Client mandates a monthly debit on the 6th, with the portfolio's activation date being July 6, 2019, the Dollar Cost Averaging process will be initiated on August 6, 2019, as per the Client's delineated amount and account.
  - e. In the event of **a system malfunction or unforeseen circumstances** at the Trustee's end **during the Dollar Cost Averaging debit procedure, the Trustor consents to a deferral of the debit until the hindrance is resolved.**
  - f. If the Trustee's **execution of the Dollar Cost Averaging debit and investment procedure, as directed by the Trustor, aligns with the portfolio's expiration date, the corresponding debit and investment actions shall be annulled, and the Trustor shall not lodge any objections.**
  - g. **Should the Trustor's specified account encompass multiple portfolios, and the residual balance within said account is inadequate to cover the investment sum, the Trustor accedes to the sequential debit process as orchestrated by the Trustee's system, without the right to dictate the sequence or lodge dissent.**
- F. Asset Rebalancing
  - a. Execution Timing: Monthly
  - b. Execution Conditions:
    - (1) **The Trustee's system shall continuously monitor the status of the portfolio. Should the portfolio deviate to a degree that meets the standards set by the Trustee, an asset rebalancing notification shall be dispatched to the Trustor.**
    - (2) **Upon receipt of the notification, the Trustor reserves the right to decide whether to accept the asset rebalancing adjustment advice proffered by the Trustee. If the Trustor wishes to accept such adjustment advice, they must confirm the details of the portfolio adjustment within the period specified by the Trustee, via the Trustee's online or mobile banking interface, thereby finalizing the instructions to the Trustee. Should the Trustor reject the advice or fail to confirm within the allotted time, the Trustee shall abstain from making any adjustments to the portfolio.**
  - c. Execution Method:
    - i. The Trustee shall initially redeem the targets within the portfolio that are to be reduced in proportion and, upon receipt of the redemption funds, subscribe to the targets that require an increased proportion.
  - d. Incurred Costs and Potential Limitations:
    - (1) **All costs generated by the Trustee in executing asset rebalancing, such as handling fees, exchange fees, securities transaction taxes, etc., shall not be additionally charged to the Client.**
    - (2) **The Trustor must reassess their investment attributes annually. If, after reassessment, the investment attributes fail to comply with the suitability standards established by the Trustee, asset rebalancing cannot be completed until the Trustor's investment attributes align with the Trustee's suitability standards. Furthermore, if the Trustor's investment attributes are not reassessed within the stipulated period or are found to be deficient, asset rebalancing shall also be unattainable.**
    - (3) **Prior to the portfolio's expiration, should the Trustor terminate, fail to sign the "Investment Advisory Appointment Contract," or if the original portfolio is inherited by an heir, the Trustee shall be rendered incapable of providing asset rebalancing service.**
- G. Portfolio Risk Attribute Conversion
  - a. Execution Timing: Daily, with immediate notification.
  - b. Execution Conditions:
    - (1) **The system will monitor the portfolio risk level and the Trustor's risk tolerance daily. If the Trustor's risk tolerance changes to a level lower than the portfolio risk level, but still complies with the product suitability standards, the system will send a notification for portfolio risk attribute conversion to the Trustor, along with advice for adjusting the portfolio risk level. If the Trustor's risk tolerance changes to a level greater than or equal to the portfolio risk level before accepting the conversion advice, the system will cancel the advice.**
    - (2) **Upon receiving the advice for portfolio risk attribute conversion, the Trustor has the right to decide whether to accept the Trustee's adjustment advice or maintain the original portfolio risk level. If the Trustor wishes to accept the advice, they must confirm the details of the portfolio risk level adjustment on the Trustee's online or mobile banking page, thereby completing the instruction to the Trustee. Before the Trustor accepts the advice, the Trustee will not make any adjustments to the portfolio settings.**
  - c. Execution Method: The Trustee will adjust the allocation ratio for the portfolio in the next Dollar Cost Averaging deduction or maintain the original portfolio allocation for deduction, according to the Trustor's instruction.
  - d. Potential Costs and Limitations:
    - (1) **All costs generated by the Trustee in executing the portfolio risk attribute conversion, such as handling fees, exchange fees, securities transaction taxes, etc., will not be charged separately to the Trustor.**
    - (2) **The Trustor must reassess their investment attributes annually. If they do not meet the Trustee's product suitability**

- standards after reassessment, the portfolio risk attribute conversion service cannot be executed until the Trustor's investment attributes comply with the Trustee's standards. If the Trustor's investment attributes are overdue for reassessment or are incomplete, the conversion service cannot be completed.
- (3) If the Trustor terminates, fails to sign the 'Investment Advisory Appointment Contract,' or the original portfolio is inherited before the portfolio's maturity, the Trustee will be unable to provide the conversion service.
  - (4) Before the Trustor accepts the advice for portfolio risk attribute conversion, the Trustee will suspend the asset rebalancing and adjustment plan services until the next business day after the Trustor completes the conversion service.
- H. Adjustment Plan
- a. Execution Timing: Daily, with notifications sent on the first business day of each week.
  - b. Execution Conditions:
    - (1) The system will monitor the portfolio status and probability of reaching the target daily. If the probability of reaching the target is less than 50%, making it unlikely that the portfolio will achieve the Trustor's target amount on schedule, an adjustment plan advice will be sent to the Trustor, with reminders sent on the first business day of each week. If the probability rises to 50% or above before the Trustor accepts the advice, the system will cancel the advice, and the Trustor will not need to execute the adjustment plan.
    - (2) The Trustor may log in to the online or mobile banking daily to check whether an adjustment plan needs to be executed that day and has the right to decide whether to accept the Trustee's advice. If the Trustor wishes to accept the advice, they must confirm the investment plan adjustment details on the Trustee's online or mobile banking page, thereby completing the instruction to the Trustee. Before the Trustor accepts the advice, the Trustee will not make any adjustments to the investment plan settings.
  - c. Execution Method:
    - (1) Up to four adjustment plan options: Extend the investment period, reduce the target amount, adjust the monthly investment amount, and add a one-time investment amount.
    - (2) For the adjustment plan to extend the investment period or reduce the target amount, the investment term or target amount will be adjusted immediately upon successful execution.
    - (3) For the adjustment plan to change the monthly investment amount, if the change is completed before 23:59 on the business day before the 'original deduction day,' it will take effect that month; if it is adjusted on or after the 'original deduction day,' it will take effect the following month.
    - (4) For the adjustment plan to add a one-time investment amount, the deduction date for the one-time investment amount will be the next business day after the application date. If it coincides with the original monthly deduction day, the deductions will be separate.
  - d. Potential Costs and Limitations:
    - (1) All costs generated by the Trustee in executing the adjustment plan, such as handling fees, exchange fees, securities transaction taxes, etc., will not be charged separately to the Trustor.
    - (2) The Trustor must reassess their investment attributes annually. If they do not meet the Trustee's product suitability standards after reassessment, the adjustment plan service cannot be executed until the Trustor's investment attributes comply with the Trustee's standards. If the Trustor's investment attributes are overdue for reassessment or are incomplete, the adjustment plan cannot be completed.
    - (3) If the Trustor terminates, fails to sign the 'Investment Advisory Appointment Contract,' or the original portfolio is inherited before the portfolio's maturity, the Trustee will be unable to provide the adjustment plan service.
    - (4) After sending the adjustment plan notification, the Trustee will suspend the asset rebalancing advice service until the next asset rebalancing notification day after the Trustor completes the adjustment plan instruction.
- I. Reinvestment of Dividends
- a. Execution Method: The dividends from the Trustor's portfolio targets will be invested in the corresponding dividend-paying investment targets.
  - b. Potential Costs and Limitations:
    - (1) The Trustee will not charge the Trustor for any costs incurred in executing the reinvestment of dividends, such as handling fees, exchange fees, securities transaction taxes, etc.
    - (2) When the Trustee carries out the reinvestment of dividends, if there is a computer system failure or force majeure, the Trustor agrees to postpone the transaction until the obstacle is removed.
    - (3) If the transaction date for reinvesting dividends coincides with the portfolio's expiration date, that investment operation will be canceled, and the Trustor shall not object.
    - (4) If the Trustor's portfolio has any pending reinvestment of dividends, the termination of the portfolio instruction must wait until the transaction is complete.
- J. Termination and Expiration of Portfolio
- a. The Trustor may issue a termination instruction for the portfolio at any time and understands that only a complete termination instruction can be issued for a specific portfolio. Individual investment targets within the portfolio cannot be terminated or redeemed separately.
  - b. After the Trustor completes the specified portfolio termination instruction (instruction date), the Trustee will redeem all targets under the specified portfolio on the next business day (effective date). The proceeds, minus the account management fee, will be transferred to the Trustor's designated account.
  - c. The Trustor understands that the portfolio has an expiration date:
    - (1) For a one-time subscription to the portfolio, the expiration date is the last business day of the month when the investment period ends. Example: If the portfolio's effective date is July 5, 2019, and the investment period is 10 years, the expiration date is July 31, 2029.
    - (2) If the portfolio is subscribed through Dollar Cost Averaging or a combination of one-time and Dollar Cost Averaging, the expiration date is the last business day of the month before the investment period ends. Example: If the Trustor instructs a Dollar Cost Averaging deduction on the 6th of each month, and the portfolio's effective date is July 5, 2019, with an investment period of 10 years, the expiration date is June 30, 2029. If the Dollar Cost Averaging subscription instruction date and the Trustor's specified deduction date are the same, the expiration date is the last business day of the month when the investment period ends. Example: If the Trustor instructs a Dollar Cost Averaging deduction on the 6th of each month, and the portfolio's effective date is July 6, 2019, with an investment period of 10 years, the expiration

date is July 31, 2029.

- d. When the portfolio reaches its expiration date, the Trustee will redeem all targets under the portfolio. The redemption proceeds, minus the account management fee, will be transferred to the Trustor's designated account at the time of subscription. Example: If the portfolio's subscription effective date is July 15, 2019, and the investment period is 10 years, the Trustee will redeem it on July 31, 2029. The Trustor understands that if there are any pending transactions at the time the portfolio reaches its expiration date, the Trustee must wait for the transactions to be completed before executing the redemption.
- e. The Trustor understands that if there are any pending transactions in the portfolio (e.g., unfinished investment target allocation or ongoing asset rebalancing), they must wait for the transactions to be completed before issuing a termination instruction for the portfolio.
- f. The Trustor understands that when issuing a termination instruction on the Trustee's webpage, the numbers displayed on the webpage are calculated based on the latest available data in the Trustee's system and may differ from the actual credited amount.

**K. Account Management Fee**

- a. Each portfolio under the Trustor's name must pay a monthly account management fee, calculated as 1% annually of the portfolio's daily market value. The fee will be collected by the Trustee from the Trustor's designated account on the third business day of each month. However, if there is a computer system failure or force majeure, the Trustor agrees to postpone the deduction until the obstacle is removed.
- b. The account management fee rate is 1% per annum.
- c. The portfolio's market value is calculated by multiplying the cumulative shares of individual targets by the price and converting the total into New Taiwan Dollars.
- d. If the Trustor has multiple portfolios under the designated account, and the available balance in that designated account is insufficient to pay the account management fees for all portfolios, the Trustor agrees to deduct the fees in the order of the Trustee's system's deduction operation. The Trustor may not specify the order or object.
- e. If the balance in the Trustor's designated account is insufficient, the account management fee will be deferred to the following month and combined with the next month's fee. If the designated account balance continues to be insufficient, it will be deducted from the redemption proceeds after the Trustor applies for termination or expiration.

**L. Other Important Agreements**

- a. The Trustor understands and agrees that the Trustee may instruct SinoPac Securities Corporation or authorize the Trustee to select another securities firm to act as the sub-trustee for securities trading. If transactions are conducted through SinoPac Securities Corporation or SinoPac Securities (Asia) Limited, it constitutes a transaction with a related party of the trust business, and the Trustor acknowledges that conflicts of interest may arise from the roles played by the Trustee in such transactions.
- b. When the Trustor instructs the Trustee to conduct a transaction, if the actual transaction date is affected by force majeure causing the closure of domestic or foreign trading markets (such as typhoon holidays), the instruction will be considered void. The Client shall not claim any rights or demand compensation or joint liability from the Trustee if the Client's investment or trading instructions cannot be immediately executed due to market closure, orders to stop trading, holidays at the location of the institutions mentioned above, or orders to suspend business.
- c. The Trustor understands and agrees that electronic transactions inherently carry unreliability and insecurity in data transmission, with inherent risks such as interruptions and delays. If the Trustee or related transaction/service institutions are unable to complete transactions or other instructions due to natural disasters, telecommunications line or transmission system equipment failures, third-party actions, or other factors not attributable to the Trustee (including but not limited to power outages, disconnections, network transmission interference, telecommunications congestion, etc.), the Trustor agrees that the Trustee may complete the transaction outside the original agreed transaction date. The Trustor shall have no objections and agrees that the Trustee may handle related matters in other ways, with the transaction record provided by the Trustee as the standard. The Trustee shall not bear any liability for breach of contract, compensation, or the price difference arising from the time difference.
- d. Unless otherwise agreed by the parties, the Trustee may temporarily suspend or terminate the Trustor's investment transactions (including but not limited to Dollar-Cost Averaging investment, changing portfolios, etc.) if any of the following occurs: (1) Temporary suspension or termination by court order, legal interpretation, or regulatory authority. (2) Death of the Trustor (i.e., beneficiary), with notification and delivery to the Trustee by the entitled person. (3) Other reasons not attributable to SinoPac Bank, making it impossible to carry out investment transactions as instructed by the Client.
- e. If either party loses its capacity to act, dissolves, undergoes reorganization, becomes bankrupt, or ceases operations, the other party may notify in writing or in another manner agreed upon by both parties to terminate investment transactions or terminate the contract.
- f. The terms of this service agreement are part of the specific money trust fund agreement, and all other matters shall be handled according to the specific money trust fund agreement.

**M. Investment Risk Disclosure and Precaution**

- a. The Trustor should note that the investment targets of this service are index equity funds (hereinafter referred to as ETFs), which are traded on foreign securities markets and must comply with the laws and regulations of the registered country. These may differ from the regulations of securities trading in the Republic of China.
- b. ETFs are not deposits and are not guaranteed financial products that protect the principal. They are not covered by the Central Deposit Insurance Corporation, and the Trustor must bear the risk.
- c. The following risk disclosures only list essential parts and cannot detail all investment risks and market-influencing factors. The Trustor is advised to read the prospectus before trading and should fully understand the related investment risks and other factors that may affect investment returns. The Trustor should assess their financial situation and risk tolerance to avoid unbearable losses from trading.
  - (1) Market Risk: The net asset value of ETFs fluctuates with the price of the securities they hold, and market trading prices may fluctuate widely without limits. The Trustor's investment may lead to a loss of principal, with the maximum possible

loss being the entire investment principal.

- (2) **Liquidity Risk:** ETFs may experience situations where they cannot be traded or only partially traded due to insufficient liquidity or other factors. The Trustor should be aware of the price fluctuation risks and market risks derived from liquidity risk.
- (3) **Exchange Rate Risk:** ETFs are foreign currency-denominated investment products. If the Trustor undertakes the investment with funds in a currency other than the currency in which the product is priced, they should be aware of the exchange rate risk that may result in an amount less than the investment principal when converting back to the non-product pricing currency.
- (4) **Passive Investment Risk:** Most ETFs are not actively managed, and ETF managers do not attempt to select individual stocks or take defensive measures in downtrends.
- (5) **Tracking Error Risk:** Due to factors such as fees and expenses, there is a risk of slight deviation between the ETF and the tracking index.
- (6) **Liquidation Risk:** When the net asset value of the ETF is lower than the prescribed minimum net asset value on any specific valuation date or other special circumstances, the fund management company may decide to liquidate after its own assessment, selling all related assets for liquidation.
- (7) **Settlement Risk:** If there are emergency special circumstances, market changes, or holidays in the ETF's issuing country, exchange, or securities settlement clearing institution, changes in settlement regulations may lead to temporary inability to settle or settlement delays.
- (8) **Counterparty Risk:** Different countries have different legal control regulations for ETFs, resulting in differences in investment structures. If the ETF's investment position involves derivative products, there may be risks arising from one party's failure to fulfill the promised returns in the trading contract, affecting the ETF's investment performance.
- (9) **Other Risks:** In addition to the principal risks mentioned above, investment in ETFs may face various investment risks arising from factors such as politics, economics, nations, markets, wars, trading counterparts, and other unforeseeable or non-attributable factors to the Trustee. All such risks shall be borne solely by the Trustor.

d. The ETFs invested in by this service are traded on foreign securities markets and must comply with the laws and trading regulations of the registered local country, which may differ from the regulations of securities trading in the Republic of China.

e. The Prospectus, Prospectus Supplement, or other related documents are provided by the issuing institution of the ETF. The Trustor can download them directly from the official website of the relevant issuing institution.

N. The Client understands that when issuing termination instructions on the SinoPac Bank webpage, the numbers displayed on the webpage are calculated based on the latest information available in the SinoPac Bank system for reference, and there may be discrepancies with the actual credited amount.

#### 10. ShareShares Dollar Cost Averaging Investment in U.S. Stocks

##### A. Service Description:

ShareShares' Dollar-Cost Averaging investment in U.S. stocks (hereinafter referred to as "this Product") offers investment services in U.S. Exchange-Traded Funds (ETFs), hereinafter referred to as U.S. stock ETFs, and common stocks, hereinafter referred to as U.S. stocks. This allows the Client to subscribe through a trust mechanism, entrusting Bank SinoPac to purchase U.S. stocks/U.S. stock ETFs according to the specified investment amount and deduction date, using a monthly Dollar-Cost Averaging investment method.

##### B. Trust Instructions and Bank SinoPac Notification Methods:

- a. If the Client wishes to process this product, they must first log into Bank SinoPac's online banking or mobile banking to entrust investment and carry out subsequent transaction instructions. Bank SinoPac does not accept over-the-counter processing of this Product.
- b. The Client agrees that Bank SinoPac's notifications shall be transmitted in writing or electronically (including email, text message s, etc.).
- c. The Client shall maintain their email address, physical address, and phone number with Bank SinoPac. Should there be any changes, they must actively log into Bank SinoPac's online banking to make changes. Any loss or dispute arising from failure to update in a timely manner shall be borne by the Client.
- d. The Client acknowledges that various notification services may be delayed or fail due to factors not attributable to Bank SinoPac, such as email server issues, personal computer settings, mobile phone shutdown, full inbox, poor reception, or not enabling push services on mobile devices. Bank SinoPac shall not be liable for any such occurrences.

##### C. Dollar Cost Averaging Investment Agreement:

a. **Investment Target Types:** The Client entrusts Bank SinoPac to buy securities on a Dollar-Cost Averaging basis within the range of U.S. stocks/U.S. stock ETFs selected by Bank SinoPac. The detailed scope of targets shall be in accordance with Bank SinoPac's website announcement.

##### b. Deduction Date, Method, and Amount:

- (1) During the effective period of the trust contract, the Client shall keep sufficient funds in the specified deduction account one business day before the specified deduction date to facilitate computerized deduction operations. Otherwise, it will be regarded as not entrusting investment. If there is insufficient balance due to multiple investment targets, the Client agrees to follow the order of Bank SinoPac's deduction operations without specifying or objecting.
- (2) If the Client has applied for Bank SinoPac's overdraft limit, and the designated deduction account is insufficient, leading to the use of the overdraft limit, the interest expense shall be borne by the Client. For detailed overdraft interest rates, please refer to the "Credit and Transaction General Application Form" signed with Bank SinoPac.
- (3) If the Client wishes to change the agreed deduction date, investment amount, or suspend/resume Dollar-Cost Averaging deductions with Bank SinoPac, please change the instructions one business day before the agreed deduction date through Bank SinoPac's online or mobile banking.
- (4) The business days referred to in this Product are common to Taiwan and the United States. If it is not a business day for this Product, Bank SinoPac will postpone it to the next business day.
- (5) This Product is limited to New Taiwan Dollar trusts. The minimum investment amount, Dollar-Cost Averaging deduction date, and other related rules shall be in accordance with Bank SinoPac's website announcement. The investment target selected for instruction is priced in U.S. dollars, and Bank SinoPac will exchange currency at the real-time exchange rate on the specified deduction date.

c. The investment target of this Product is U.S. stocks/U.S. stock ETFs. The Client agrees to authorize the securities broker



- selected by Bank SinoPac to assist in placing orders for foreign securities transactions related to this Product.
- d. To avoid large transactions affecting the market price of the investment target, the Client agrees that the securities broker selected by Bank SinoPac will place orders in a dispersed manner. The transaction price of the investment target will be between the high and low points of the day. The transaction price of the investment target is the weighted average price calculated by the total quantity and amount of all Clients' transactions. Bank SinoPac will distribute to the Client according to the proportion of the trust amount after the transaction is completed.
  - e. If the Client is a non-professional investor, they may continue to deduct according to the original agreement if the investment attribute level changes after re-evaluating the investment attributes, but they may not increase the deduction amount and frequency. If the Client applies to resume deductions in advance, and the product level exceeds the Client's investment attribute level from the date of resuming deductions, this application will be deemed invalid.
  - f. If Bank SinoPac encounters situations such as splitting, reverse splitting, capital reduction, delisting, merging, code change, suspension of trading, etc., on the Client's regular deduction date, the Client's regular deduction date will be postponed according to the actual operation situation.
- D. Selling Transaction Agreement:**
- a. The minimum number of shares to be sold for each transaction is 1 share. If the number of shares available for sale is less than 1 share, they must be sold in full; if the remaining number of shares available for sale is less than 1 share after selling, they must be included in the current number of shares sold.
  - b. **Selling Examples:**
    - (1) The Client's holding of Apple (AAPL) shares is 0.5 shares, and the minimum unit number that can be sold is only 0.5 shares.
    - (2) The Client's holding of Apple (AAPL) shares is 2.5 shares, so the minimum number of shares that can be sold is 1 share, with a remaining number of shares available for sale of 1.5 shares.
    - (3) The Client's holding of Apple (AAPL) shares available for sale is 1.5 shares. If the Client chooses to sell 1 share, the remaining number of shares available for sale is 0.5 shares, less than 1 share, and the remaining number of shares available for sale must also be included in the current number of shares sold, with a total number of shares sold of 1.5 shares.
  - c. Bank SinoPac processes the sale of U.S. stocks/U.S. stock ETFs according to the Client's instructions, and the Client agrees that Bank SinoPac will handle the selling shares on a first-in-first-out basis. The Client agrees that after the partial sale transaction of U.S. stocks/U.S. stock ETFs, Bank SinoPac will record the remaining trust property data in the Client's trust account and send a transaction statement to the Client without issuing a physical trust certificate.
  - d. To avoid large transactions affecting the market price of the investment target, the Client agrees that the securities broker selected by Bank SinoPac will place orders in a dispersed manner. The transaction price of the investment target will be between the high and low points of the day.
  - e. The Client understands that when terminating instructions on Bank SinoPac's webpage, the numerical figures displayed are calculated based on the latest available data from Bank SinoPac's system for reference, and there may be discrepancies with the actual credited amount.
  - f. The investment value in online banking is converted based on Bank SinoPac's closing price of the U.S. dollar to Taiwan dollar exchange rate on the previous day; the actual selling of the Client's U.S. stocks/U.S. stock ETFs is referenced to Bank SinoPac's real-time exchange rate of U.S. dollars to Taiwan dollars during trading hours, and the values of both may differ due to exchange rate fluctuations.
  - g. If Bank SinoPac encounters situations such as splitting, reverse splitting, capital reduction, delisting, merging, code change, suspension of trading, etc., on the Client's regular deduction date for Dollar-Cost Averaging investment, the Client's regular deduction date will be postponed according to the actual operation situation.
- E. Termination of Dollar Cost Averaging Investment Contract:**
- a. The Client must understand that the Dollar-Cost Averaging investment contract (hereinafter referred to as "Contract") has no limitation on duration, but the Client may at any time issue termination instructions for the Contract. Termination of the Contract means that Bank SinoPac will cease deductions for that particular Dollar-Cost Averaging investment Contract. The Client's existing U.S. stocks/U.S. stock ETF positions will not be sold simultaneously.
  - b. In the event that the agreed purchase of U.S. stocks/U.S. stock ETFs is delisted, or the issuing company is acquired, Bank SinoPac may automatically terminate the Client's Contract. If there is a suspension of trading in U.S. stocks/U.S. stock ETFs before or after the acquisition, it shall be governed by its regulations.
  - c. The termination of the Dollar-Cost Averaging investment Contract between the Client and Bank SinoPac does not affect the other rights and obligations of both parties, except for the deduction investment agreement.
- F. Fee Standards and Collection Methods:**  
The Client understands and agrees to Bank SinoPac's fee standards and related provisions as follows:
- a. **Transaction Fees:**
    - (1) Buy/Sell Commission Rate: 0.5%, with a minimum charge standard of New Taiwan Dollar (NTD) 100.
  - b. **Trust Management Fees:**
    - (1) Fee Standard: Annual rate of 0.2%.
    - (2) Calculation Method: Calculated based on each trust principal, multiplied by the annual fee rate according to its actual holding period.
    - (3) Payment Time and Method: Paid by the Client to Bank SinoPac, and when the Client sells U.S. stocks/U.S. stock ETFs, Bank SinoPac will directly deduct it from the trust principal and interest. However, if the calculated trust management fee is less than NTD 100, it will be deducted at NTD 100.
- G. Other Transaction-Related Agreements**
- a. The Client understands and agrees that Bank SinoPac may instruct SinoPac Securities Corporation or authorize Bank SinoPac to select other securities firms to serve as the brokers for the entrusted purchases and sales. If transactions are carried out through SinoPac Securities Corporation or SinoPac Securities (Asia) Company, they are considered as transactions with stakeholders in the trust business. The Client acknowledges that Bank SinoPac may have conflicts of interest arising from the roles it plays in these transactions.
  - b. When the Client instructs Bank SinoPac to conduct transactions, if the actual transaction day is affected by force majeure factors causing Taiwan

or foreign trading markets to close (e.g., due to typhoon holidays), the said order will be considered invalid. The Client shall not assert any rights, demand compensation for damages or assume any joint liability towards Bank SinoPac due to the inability to execute the Client's instructions immediately due to market closures, trading suspension orders, holidays in the locations of the institutions mentioned in the previous clause, or orders to suspend business operations.

- c. Bank SinoPac and the brokers it engages conduct related transactions for the Client in accordance with the norms and conventions of foreign securities markets to achieve the purpose of the trust. Notwithstanding, due to factors such as price fluctuations, the execution of the Client's trading application is not guaranteed.
- d. The Client understands and agrees that electronic transactions inherently involve risks such as data transmission interruptions and delays. If, due to natural disasters, telecommunications or transmission system failures, the actions of third parties, or other factors not attributable to Bank SinoPac (including but not limited to power outages, disconnection, network transmission interference, telecom congestion, etc.), the transactions or other instructions are delayed or cannot be completed, the Client agrees that Bank SinoPac may suspend all services. The Client shall have no objections and agrees to handle related matters through other means, accepting the transaction records provided by Bank SinoPac as final. Bank SinoPac shall not bear any liability for breach of contract or compensation.
- e. Unless otherwise agreed, Bank SinoPac may temporarily suspend or terminate the Client's investment transactions if any of the following occurs: (1) Temporary suspension or termination as ordered by a court, legal interpretations, or competent authorities. (2) The death of the Client is notified to Bank SinoPac by the rights holder. (3) Other causes not attributable to Bank SinoPac prevent investment transactions as instructed by the Client.
- f. If either party loses its capacity to act, is dissolved, undergoes reorganization, declares bankruptcy, or ceases to operate, the other party may terminate the investment transactions or terminate the contract by written or other agreed-upon means.
- g. This Agreement is part of the terms for the Non-discretionary Money Trust funds, and all other matters not covered herein shall be handled in accordance with the terms for the Non-discretionary Money Trust funds.
- h. For the Client's US stock/US ETF investment, a designated account for receiving dividends in New Taiwan Dollars will be set up, and the account specified most recently will be used as the account for receiving dividends this time.
- i. The Client agrees that Bank SinoPac has the right to take all necessary actions related to the cash dividends, stock dividends, distribution of rights or warrants, new stock issues, reduction of capital to issue new shares, stock splits, reverse stock splits (consolidation), complete acquisitions, delisting of the stock issuing company, liquidation or bankruptcy, remaining property which may be allocated during liquidation, or other compensations and benefits arising from the Client's investment products. The Client has no objections to any actions taken by Bank SinoPac. After the completion of the process, Bank SinoPac will deposit the proceeds, after deducting related transaction fees and tax expenses, directly into the Client's account.
- j. Except as otherwise provided by law, Bank SinoPac has no obligation to exercise voting rights or other voting powers on behalf of the Client in respect to the Client's investment in shares. Bank SinoPac bears no responsibility or obligation regarding the proxy of equity or documents related to the exercise of voting rights or voting powers, nor does it have any responsibility or obligation to notify the Client on this matter.
- k. The Client declares that the Client is neither a U.S. citizen nor a company registered in the United States. In connection with U.S. and other foreign laws and regulations, investors holding U.S. citizenship should actively notify Bank SinoPac in writing and provide the necessary evidence or documents as required by Bank SinoPac, either when opening a trust account or subsequently holding U.S. citizenship. In the aforementioned situation, the trust relationship will be terminated. Should the Client violate, the Client shall bear the corresponding legal responsibilities, and if Bank SinoPac incurs any damages as a result (including but not limited to penalties by regulatory authorities), the Client is willing to assume the liability for damage compensation [including but not limited to any fees (including litigation costs), losses, fines, and other similar expenses].
- l. The Client hereby declares that the source of funds for this investment transaction is not involved in money laundering or unlawful activities
- m. **The Client understands and agrees that when Bank SinoPac is entrusted to buy or sell the securities designated by the Client, it cannot guarantee that the entire transaction will be completed. If the transaction is not fully completed, Bank SinoPac will re-entrust the securities broker to handle the purchase or sale of the remaining amount or shares on the next business day until the entire transaction is completed.**
- n. **The Client understands and agrees that when Bank SinoPac is entrusted to buy or sell the securities designated by the Client, the price, market value, liquidity, and other factors of the securities may be affected by market changes, making it impossible to meet the trading terms of the securities broker. In such cases, the broker may reject the transaction. Under these circumstances, Bank SinoPac may suspend the trading services for securities designated by the Client until the securities meet the trading terms of the securities broker.**

#### H. Investment Risk Disclosure and Precaution:

- a. **The basic information of U.S. stocks/U.S. stock ETFs on this website is provided by SysJust Co. Ltd.. Bank SinoPac shall endeavor to provide the Client with accurate information. In case of errors or omissions, please refer to the respective stock issuing companies or data source units. The above content, including rankings related to stock returns, prices, trading volumes, or click rates, is only for the Client's convenience in inquiries and does not constitute any form of offer, solicitation, advertisement, advice, or recommendation to buy or sell. Investors should carefully assess their investment objectives and risk tolerance before making any investment decisions.**
- b. **Investing in U.S. stocks/U.S. stock ETFs may result in different investment performance depending on the timing of entry. Past performance does not guarantee future results. Stock dividend rates do not represent stock returns, and past dividend rates do not represent future dividend rates; stock prices may fluctuate due to market factors.**
- c. **The Client should note that investing in U.S. stocks/U.S. stock ETFs is neither a deposit nor a financial product guaranteed to be free from loss of principal and is not covered by the Central Deposit Insurance Corporation's compensation items. The Client must bear the risk. The following disclosed risk notices only list essential parts and cannot detail all investment risks and market-impacting factors. It is advised that the Client fully understand the related investment risks and other factors that may affect investment returns before trading. If investing in U.S. stock ETFs, the Client is advised to read the prospectus carefully before trading, assess their financial situation and risk tolerance, to avoid unbearable losses due to trading.**
- d. **Market Risk: Economic changes or other events affecting the market may cause stock prices to rise or fall, thereby affecting investment gains and losses. The net asset value of U.S. stock ETFs will fluctuate with the prices of the securities they hold, and market trading prices may fluctuate widely without limits, leading to a loss of principal, with the maximum possible loss being the entire investment principal.**
- e. **Operational Risk: U.S. stock-issuing companies may be affected by economic fluctuations, wrong business policies, improper**

financial operations or scheduling, leading to a decline in performance, unhealthy company finances, etc., and subsequently causing the company's stock price to fall.

- f. **Industry Risk:** Environmental changes in a specific industry may bring high risks, leading to a decline in the stock prices of companies related to that industry.
- g. **Price Risk:** The Client must understand that the market trading price of this Product may fluctuate widely without limits, with the maximum possible loss being the loss of all invested principal.
- h. **Liquidity Risk:** This Product may experience situations where it cannot be traded or partially traded due to insufficient liquidity, suspension of trading, or other factors. The Client should be aware of the price fluctuation risks and market risks derived from liquidity risks.
- i. **Credit Risk:** The Client should pay attention to the credit status or credit rating of the stock-issuing company. Any downgrade by a credit rating agency of the stock-issuing company and its parent company or group enterprise may lead to a decline in stock prices.
- j. **Exchange Rate Risk:** This Product is a New Taiwan Dollar (NTD) trust, investing in foreign currency-denominated Products with NTD funds. The Client should be aware of the exchange rate risk that may result in less than the invested principal when converting foreign currency interest and selling proceeds back to NTD assets or non-product pricing currency.
- k. **Passive Investment Risk:** Most U.S. stock ETFs are not actively managed, and fund managers will not attempt to select individual stocks or take defensive measures in adverse trends.
- l. **Tracking Error Risk:** Due to fees and expenses, and slight differences between fund assets and tracking index components, there may be a slight deviation risk between the net asset value of U.S. stock ETFs and the tracking index.
- m. **Liquidation Risk:** When the net asset value of this Product falls below the prescribed minimum net asset value on any specific valuation day or under other special circumstances as determined by the fund management company after its own assessment, the fund management company will sell all related assets for liquidation. However, Bank SinoPac will notify the Client upon receiving relevant information and handle related matters properly according to the trust agreement.
- n. **Settlement Risk:** The registration country of this Product's issuing institution or the location of the exchange or securities settlement clearing institution may change settlement regulations due to emergency special circumstances, market changes, or public holidays, leading to temporary inability to settle or settlement delays.
- o. **Counterparty Risk:** Different countries have different legal control regulations for U.S. stock ETF Products, resulting in different investment structures. If the investment positions of U.S. stock ETF Products involve derivative products, there may be risks arising from one party's failure to fulfill the promised returns in the trading contract, which will affect the investment performance of the ETF Products.
- p. **Early Closing and Trading Suspension Risk:** Foreign exchanges or markets may have unique mechanisms for early closing or issuing trading suspensions, limiting the ability to buy or sell specific securities, and the actual transaction price may lead to trading losses.
- q. **Rejected Transaction Risk:** Due to the commission price or quantity exceeding the trading limits of foreign exchanges or brokers, there may be a risk of being rejected for trading before or during foreign exchange opening, resulting in an inability to trade.
- r. **Other Risks:** In addition to the above main risks, this Product's investment may face any investment risks arising from political, economic, national, market, war, trading counterparts, and other force majeure or reasons not attributable to Bank SinoPac, all of which are to be borne by the Client.
- s. **The investment risks of this Product vary according to its investment targets and the trading market. Investing in this product involves trading in foreign securities markets and should be conducted in accordance with the laws and trading regulations of the registered local country, which may differ from the regulations of securities trading in the Republic of China.**

#### **XI. mma Account Agreement -**

- 1. The mma account (hereinafter referred to as this Account) is a New Taiwan Dollar integrated deposit account, requiring a foreign currency current deposit account and a trust account to be opened, and each person is limited to opening one account in the bank.
- 2. This Account is limited to natural persons under 18 years old (including the 18th birthday, not applicable to those over 18, i.e., not applicable from the day after the 18th birthday).
- 3. This Account is interest-bearing at the "Welfare Deposit" rate, which is only applicable to the Client under 20 years old. From the time the Client turns 20, the deposit interest rate will be calculated at Bank SinoPac's general "Current Savings Deposit" rate. If this Account is eligible for other interest rates for other purposes or reasons during the applicable period, the Client shall agree with Bank SinoPac that such other interest rates shall apply only when the Client terminates the Benefit Deposit.

#### **XII. Tiered Current Deposit Account Agreement -**

- 1. This Account is a deposit account, not an investment account.
- 2. The deposit amount tier and applicable interest rate shall be based on the actual interest rate announced on Bank SinoPac's website at that time. **Interest is calculated on a tiered basis according to the daily ending balance**, with interest paid monthly; calculated from the 21st of the previous month to the 20th of the following month, with interest paid on the 21st; if the settlement day falls on a holiday, it will be settled to the day before the holiday, and interest will be paid on the first day of the holiday; if the daily ending balance does not reach the interest-bearing point of that currency, the deposit will not bear interest on that day.
- 3. This Account is interest-bearing at a tiered deposit interest rate and cannot be combined with other preferential interest rates. **If this Account is eligible for different interest rates for other purposes or reasons in the future, the Client shall agree with Bank SinoPac to terminate the tiered current deposit account to apply for such other interest rates.**

#### **XIII. Terms for Securities Settlement Entrustment Service -**

The Client entrusts Bank SinoPac to manage payments derived from the business or commodities the Client buys or sells, presently and in the future, through the securities firm that has constructed well-established relations with Bank SinoPac (hereafter referred to as the securities firm). These payments include but are not limited to, those related to the buying and selling of domestic and foreign securities, subscription price, handling fees, processing fees, and other fees derived from corresponding business or commodities, payments due to and to be collected from the securities company.

- 1. The Client should pay/receive funds to/from the securities firm (in accordance with the amounts on the "Settlement List/Voucher," statements, electronic

media, telegraphic, or other information compiled by the securities firm). Bank SinoPac directly transfers funds to/from the securities firm from/into the Client's TWD/foreign currency current account (hereafter referred to as the settlement account) on the stipulated settlement and payment dates. **In the event that the Client's account balance on that day is insufficient to pay the amount due to the securities firm, Bank SinoPac reserves the right to refuse the Client's withdrawal of deposits until the Client makes up the difference. Furthermore, Bank SinoPac may transfer the remaining balance in the account to the securities firm as per the securities firm's instruction. The Client is solely responsible if the insufficient balance in the account prevents Bank SinoPac from carrying out the securities settlement payment deduction service.**

2. For the correctness and authenticity of the "Settlement List/Voucher," statements, electronic media, telegraph, or other data compiled by the securities firm, Bank SinoPac assumes no responsibility for verification. Should the Client dispute the receivable and payable amounts or other settlement prices of securities trading, it is the Client's responsibility to deal with the securities firm, with no involvement of Bank SinoPac.
3. The Client agrees that Bank SinoPac may, upon the request of the securities firm, earmark the balance in the settlement account when the Client places an order and only restore the Client's rights to access the deposit amount when the aforementioned order is not established, or the earmarking conditions no longer exist.
4. If the Client violates the "Taiwan Securities Association Rules Governing Underwriting and Resale of Securities by Securities Firms," he/she accepts the cancellation or removal of his/her subscription qualifications, and the subscription processing fee is non-refundable.
5. In the event that the securities trading market is closed due to an Act of God or other causes, resulting in all securities brokers suspending business, subsequent operations shall be postponed to the next business day. In the event of a delay in the securities firm's delivery of data, a malfunction in Bank SinoPac's computer equipment, or other force majeure factors that prevent timely operations, the Client agrees to handle the according transfer matters through further negotiations between Bank SinoPac and the securities firm.
6. Services for Foreign Securities Business:
  - A. The Client agrees that Bank SinoPac may, as per the instructions from the securities firm, allow the securities firm to act on the Client's behalf in handling matters pertaining to foreign securities trading, such as converting the designated account currency for payments and receipts. The exchange rate is determined in accordance with the agreement between the Client and the securities firm, with no dispute from the Client. If the currency conversion involves New Taiwan Dollars, the exchange operations should be carried out according to the regulations on foreign exchange receipts, payments, or transactions within the Client's annual exchange limit, with the securities firm acting as an agent to Bank SinoPac.
  - B. The Client agrees that, during the trading of the securities firm, the balance of the Client's foreign currency re-entrusted securities account may be withdrawn or transferred to the Client's foreign currency securities account opened at Bank SinoPac only after the Client makes a request and the securities firm subsequently verifies the said request and informs Bank SinoPac of the said matter. The Client is not allowed to close his/her foreign currency re-entrusted securities account at Bank SinoPac by themselves; only after the termination of transactions with the securities firm and notification to Bank SinoPac by the securities firm can the closure procedure of the foreign currency re-entrusted securities account be initiated.**
7. When participating in public subscription, the Client should pay the subscription processing fee and the subscription price (According to the amount on "The List of Collected Public Offering Processing Fees and Securities Subscription Payments" compiled by the securities firm) to the securities firm (or collected on behalf of the securities firm by the securities firm) from the Client's designated account at Bank SinoPac on the specified debit date.
8. When buying "Advance payment securities certificate" (such as fully-delivered stocks, disposal stocks, management stocks, and other securities that should be prepaid according to laws or with the approval from the competent authority), the Client agrees that the securities firm can apply to Bank SinoPac for the deduction of prepaid stocks and handling fees before buying prepaid securities on behalf of the Client. Bank SinoPac directly transfers funds from the Client's designated account to the securities firm.
9. Other payments (or collections on behalf of the securities firm) that can be paid by the Client and the securities firm through transfer as per laws or with approval from the Securities and Futures Bureau of the Financial Supervisory Commission are entrusted by the Client to Bank SinoPac to handle according to related regulations.
10. The Client authorizes and entrusts Bank SinoPac to fill in the Application on Data Dishonored Type One Notes and Related Inquiries and agrees that Bank SinoPac provides the obtained information directly to the securities firm.
11. **The Client agrees and authorizes the securities firm to inquire about the Client's basic account information and the balance of the linked securities settlement payment transfer account at Bank SinoPac for the needs of opening securities accounts or settlement business, etc.. Bank SinoPac provides this in written or electronic form for the securities firm to use with computer equipment.**
12. **The Client, herein, consents and empowers Bank SinoPac to inquire about his/her trading history, transaction details, and other pertinent information through the Securities Firm, which, additionally, is authorized to compile a catalog or detailed accounting of such transactions to be furnished to Bank SinoPac in either written or digital formats, to be utilized for electronic archiving and record management.**

#### **XIV. Provisions for Payroll Transfer Account -**

1. When opening a Payroll Transfer Account with Bank SinoPac, the Client hereby consents to authorize his or her current employer to furnish Bank SinoPac with the payroll certificate as the requisite financial documentation for the debit card application. Bank SinoPac unequivocally reserves the exclusive right to either sanction or decline said debit card application and may request additional financial documents from the applicant as appropriate.
2. For the purpose of effectuating the requisite procedures on payroll disbursement, Bank SinoPac is entitled to disclose pertinent account information concerning the Client to the Client's current employer.
3. **In the event that the Client does not receive payroll payments through Bank SinoPac for any calendar month, the Client agrees that Bank SinoPac is authorized, in accordance with its existing operational protocols, to remove any and all related benefits associated with the Payroll Transfer Account. Subsequent to such an event, if the Client resumes receipt of payroll payments via Bank SinoPac, the abovementioned benefits may be subject to reinstatement.**
4. Should Bank SinoPac ascertain that the Client has engaged in improperly utilizing preferential fees on automated transactions, Bank SinoPac reserves the exclusive right to terminate any and all benefits upon the Payroll Transfer Account.

#### **XV. Provisions for Bank Card Usage - These agreed clauses shall be thoroughly reviewed over a reasonable period (at least five days) by the Client.**

**The Client hereby applies to Bank SinoPac for a bank card with the following functions:**

**(1) General functions: deposit, withdrawal, transfer, tax (fee) payment, password change, and balance inquiry.**

**(2) Added financial functions: offered according to card types and services selected by the Client on the application form.**

**If the Client needs a credit card or international withdrawal service additionally, a separate contract for credit cards or international withdrawals will be signed.**

1. Use and General Agreement of Bank Cards

A. (Collection, activation, and invalidation)

Bank SinoPac produces the bank card and its password letter. Whether receiving a new card or replacing an old one, the Client should proceed to Bank SinoPac within two months from the date of application, carrying an identification document or use the palm vein agreed with Bank SinoPac or providing an authorized delegation letter with the original authorized seal acceptable by Bank SinoPac, authorizing a third party to process the receipt and activation of the card; alternatively, the Client can proceed with collection and activation in a manner mutually agreed upon with Bank SinoPac. If the card is not picked up within the deadline, Bank SinoPac can void the bank card and the password letter directly. If a pre-made bank card (including password) is used, the Client can receive the bank card and password letter and proceed with the activation registration procedure immediately after the account opening is completed.

B. (Password change)

The Client should memorize the passwords for the magnetic strip and the chip and keep them separate from the bank card with rigorous security measures. If necessary, the Client can reset the password on automated service machines or other devices without a limit on the number of changes. Nevertheless, it should be noted that the magnetic strip password can only be changed at Bank SinoPac's automated service machines. In contrast, the chip password can be changed at Bank SinoPac's or other banks' automated service machines or other devices in the interbank system. The suggested password should not be the same as the Client's obvious personal information (such as birthday, ID number, vehicle number, telephone number, account number, and related data number).

C. (Deposit amount limit)

When the Client uses the bank card to deposit cash into Bank SinoPac's automated service equipment, the amount limit for non-contracted transfers shall apply if the fund is deposited into an account other than the Client's; no amount limit applies if the fund is deposited into the Client's account.

D. (Limit of deposit bank, interbank withdrawal, and transfer amount)

The limits for the Client to use the bank card for transfers and domestic and international withdrawals or deductions of domestic consumption are as follows:

a. Withdrawal

(1) The current maximum limit for withdrawal in New Taiwan Dollars (NTD) from the NTD account at Bank SinoPac's automated service equipment is set as follows:

- i. Per-transaction limit: NTD 30,000 or NTD 100,000. (Depending on the machine type)
- ii. Daily limit: NTD 120,000 (including equivalent foreign currency, combined with domestic debit transactions and overseas withdrawals).

(2) The current maximum limit for cash withdrawal in foreign currency from a foreign currency account at Bank SinoPac's automated service equipment varies, depending on the currency:

- i. Per-transaction limit: USD 3,000/ HKD 30,000/ JPY 300,000/ RMB 4,000.
- ii. Daily limit: USD 4,000/ HKD 35,000/ JPY 500,000/ RMB 20,000.

(3) The current maximum limit for withdrawal from the NTD account at automated service equipment of financial institutions in the interbank information system network is:

- i. Per-transaction limit: NTD 20,000 (including equivalent foreign currency).
- ii. Daily limit: NTD 120,000 (including equivalent foreign currency, combined with domestic consumption deductions and overseas withdrawals).

b. Non-contracted account transfers

The current total limit per transaction and day for transfers at automated service equipment of Bank SinoPac and financial institutions in the interbank information system network is NTD 30,000. The service of non-contracted account transfer is not provided unless requested by the Client.

c. Contracted account transfers

(1) When transferring money through the automated service equipment installed by Bank SinoPac and other financial institutions within the interbank information system network, the current maximum limit per transaction is NTD 2,000,000, and the stipulated daily maximum limit is NTD 3,000,000. Any other agreement between both parties, if any, shall prevail.

(2) The above maximum limit is combined for individual accounts through automated channels (including ATMs, phone banking, and online banking).

E. (Chip-written transfer account)

When the Client applies for a bank card, the primary account is determined based on the printed number on the card. This card can be designated to withdraw transactions from all New Taiwan Dollar Demand Deposit accounts (including checking accounts) opened by the Client at Bank SinoPac. 7 transfer accounts per card and eight (8) transfer accounts, including the primary account, can be written into the chip. The transaction limit for each transfer account is specified in Section (D). When the Client clears, cancels, or revokes the bank card, the withdrawal function of the transfer account written into the card chip will also be terminated simultaneously.

F. (Passbook registration)

The Client's use of the bank card for continuous withdrawals and transfers is not subject to number and amount restrictions, and there is no need to update the entries in the passbook. The Client can continue to use the bank card.

G. (Adjustment and disclosure of withdrawal and transfer limits)

Bank SinoPac may adjust the amounts and numbers specified in Sections IV and VI above. This should be prominently displayed on the business premises and the website 30 days before it takes effect.

H. (Assistance from the depository bank in case of transfer error)

The Client should carefully verify the code of the financial institution, the account number, and the amount for deposit whenever the Client uses the bank card for transfer transactions. If, due to an error in the Client's application or operation, the transfer to the financial institution's account, deposit account, or amount is incorrect. The money is transferred to other people's accounts or wrong transfer amounts as soon as the Client notifies Bank SinoPac, Bank SinoPac shall provide the details of the transaction and related information in accordance with relevant laws, assist in notifying



the incoming bank of relevant procedures and report the processing status to the Client.

**I. (Effectiveness of Bank SinoPac or interbank transactions)**

**When the Client uses the bank card for deposit, withdrawal, transfer, or consumption deduction transactions at Bank SinoPac or automated service equipment or other equipment set up by financial units connected to the interbank financial information system, the transaction is registered passbook-free. If the password matches, the transaction has the same effect as the withdrawal voucher using the original stamp and the passbook. The automated service equipment can print a "Client Transaction Statement." for the Client's reference upon completion of each transaction.**

**J. (Recognition of transaction time)**

**When the Client uses Bank SinoPac or automated service machines or other equipment within the interbank system for transactions, it is subject to the business hours of Bank SinoPac or the other bank's automated service machines or other equipment. The accounting at Bank SinoPac takes effect immediately after the transaction.**

**K. (Domestic withdrawal in foreign currency)**

- a. When withdrawing at Bank SinoPac's automated service equipment, the Client can use the bank card to withdraw foreign currency from a foreign currency or New Taiwan Dollar account. If the account is debited in New Taiwan Dollars, the foreign currency fund withdrawn will be debited from the New Taiwan Dollar account at the prevailing cash-selling exchange rate of Bank SinoPac at the time of the transaction.
- b. When withdrawing foreign currency from automated service equipment set up by financial units connected to the interbank financial information system, the foreign currency fund withdrawn will be debited from the New Taiwan Dollar account at the cash selling exchange rate of the automated service equipment setting bank at the time of the transaction.

**L. (Authorized settlement of foreign currency transactions)**

When the Client carries out a foreign currency transaction with a bank card, Bank SinoPac is authorized as the foreign exchange settlement agent in the territory of the Republic of China, in accordance with the Central Bank's relevant regulations and the agreement between the two parties, to execute foreign exchange settlement procedures.

**M. (Contract termination or suspension of bank card functions)**

The Client may terminate this Agreement at any time, but he/she should do so personally or authorize an agency in writing to do so at Bank SinoPac. In the event of any of the following circumstances, Bank SinoPac may terminate this Agreement or suspend the functions of the bank card at any time.

- a. The bank card is counterfeit, altered, or used for illegal purposes such as money laundering and fraud.
- b. The account is listed as an account with a suspended payment, alert, or derivative control in accordance with the law.
- c. Violation of the law that harms the rights and interests of Bank SinoPac or other illegal acts.
- d. The Client conducts various transactions in breach of the agreement with Bank SinoPac.
- e. Without the consent of Bank SinoPac, the Client transfers the rights or obligations of the agreed service to a third party.
- f. The Client is announced by The Taiwan Clearing House as non-transactional in the event of a default in securities trading or in any circumstances where his/her creditworthiness is deemed as deteriorating or his account is subject to illicit usage.
- g. During the dealings between the Client and Bank SinoPac, if any debt (not limited to that under this deposit account) is not repaid after maturity, or, for other reasons, Bank SinoPac initiates a lawsuit or acts with the same effect as a lawsuit, or a third party applies for provisional seizure, provisional disposition, compulsory execution, bankruptcy declaration, reorganization order, suspension of business or other legal disposition.

**N. (Number of incorrect password attempts and retention, and card locking)**







In the event that erroneous inputs of the bank card's password reach three consecutive times domestically (For a chip password, the chip function will be locked, rendering transactions impossible; for a password with a magnetic stripe, the automated service machine will automatically retain the financial card. In the event of three consecutive incorrect password entries overseas, the bank card may be declared void by Bank SinoPac and automatically canceled), the bank card is forgotten to be retrieved, a reported lost card is used for transactions, or any other reasons, which cause the card to be locked or retained by the automated service equipment, the Client shall present valid identification documents or use the palm vein agreed with Bank SinoPac to any branch of Bank SinoPac to either unlock the password or apply for a new card, unless otherwise agreed by both parties. For retained bank cards, the Client should retrieve or apply for a new card at Bank SinoPac within 14 business days from the day following the retention. Without doing so, Bank SinoPac may cancel the bank card.

**O. (Fee collection, adjustment, and disclosure)**

The Client agrees to accept the charges established by Bank SinoPac for any transactions or services rendered through the use of a bank card, as stipulated herein:

**a. Fee items and amounts:**

Items	Fees
Domestic Interbank Cash Withdrawal (NTD or Foreign Currency)	NTD 5 per transaction
Interbank Transfer	Transactions up to NTD 500 (inclusive): Free once per day per account. NTD 10 per transaction when the upper limit for free transactions is exceeded. Transactions up to NTD 1,000 (inclusive): NTD 10 per transaction Transactions exceeding NTD 1,000: NTD 15 per transaction
Interbank Tax/Fee Payment	NTD 15 per transaction
Domestic Interbank Deposit	NTD 20 per transaction (deducted from transaction amount)
Cash (USD) Withdrawal from the Client's Foreign Currency Account in Bank SinoPac via Bank SinoPac's Automated Service Equipment	0.9% of the withdrawal amount (minimum of USD 3)
Cash (HKD) Withdrawal from the Client's Foreign Currency Account in Bank SinoPac via Bank SinoPac's Automated Service Equipment	0.9% of the withdrawal amount (minimum of HKD 30)
Cash (JPY) Withdrawal from the Client's Foreign Currency Account in Bank SinoPac via Bank SinoPac's Automated Service Equipment	0.9% of the withdrawal amount (minimum of YEN 300)

Cash (CNY) Withdrawal from the Client's Foreign Currency Account in Bank SinoPac via Bank SinoPac's Automated Service Equipment	0.9% of the withdrawal amount (minimum of CNY 20)
Bank Card Unlocking	Free
Card Replacement/Reissue	NTD 100 per card
Withdrawals from Bank SinoPac's Overseas Branches	NTD 80 per transaction
Overseas Inquiry on Account Balance (Mastercard  / Cirrus  )	NTD 20 per transaction
Overseas Withdrawal (Mastercard  / Cirrus  )	NTD 100 per transaction
Overseas Inquiry on Account Balance(Financial Information Service Co., Ltd.  )	Free
Foreign Withdrawal (Financial Information Service Co., Ltd.  )	Hong Kong and Macau - NTD 100 per transaction

The aforementioned fees shall be prominently displayed on the business premises and the website of Bank SinoPac. Payments may be made through deduction from the Client's deposit account as agreed upon or in any other agreed manner (i.e., made by the Client). Should the bank card be accidentally damaged or the password is forgotten, the Client shall present the original card and identification or use the palm vein agreed with Bank SinoPac to any Bank SinoPac branches to unlock the password or reissue a new card. Unless Bank SinoPac proves that the unlocking or re-issuance is attributable to the Client, the service fee should not be collected. Notwithstanding, any damage incurred by the Client due to the card unlocking or re-issuance should be compensated by Bank SinoPac. This, however, does not apply if Bank SinoPac proves that the damage is not attributable to card unlocking or re-issuance.

**P. (Loss, destruction, theft, or other dispossession of the bank card)**

The Client shall properly safeguard the bank card. In the event of loss, destruction, theft, or any other dispossession, the Client should immediately report the loss at the counter or through the call center. If the bank card is misused prior to the loss reporting procedure, any payments made by Bank SinoPac are considered payments made to the Client. Nevertheless, if Bank SinoPac or the financial institutions that own other automated service devices fail to exercise the duty of care for the information system control or other attributable causes lead to the unauthorized or fraudulent use of the Client's password, Bank SinoPac shall bear the responsibility.

**Q. (Prohibition of lending, transfer, pledge, duplication, or modification)**

The Client shall not transfer, lend, or pledge the bank card to others, nor shall there be any acts of duplicating or modifying the bank card.

**R. When the Client is a legal entity, it should take responsibility for safeguarding and controlling the use of the bank card. Any transactions made with the bank card shall be deemed authorized by the legal entity and have an absolute effect on the said legal entity. The said legal entity may not use any limitations imposed on the bank card users against Bank SinoPac.**

**S. (Use of personal information, complaint channels, delivery of documents, and jurisdiction court)**

Please refer to the General Terms of Agreement in Part I.

**T. (Other contractual matters)**

When applying for a bank card, the Client shall comply with the terms of this agreement, General Agreement in Account Opening General Agreement, and various deposit agreements and shall handle them in accordance with Regulations Governing Participation of the Inter-Bank Business through Financial Information System and business processing rules.

**U. (Delivery of the Contract)**

This application form is in duplicate, one held by Bank SinoPac and the other by the Client, for the purpose of compliance.



**2. Special Agreements for International Bank Cards**

A. The bank card offers international banking services upon application. The Client may withdraw cash from the New Taiwan Dollar deposit account opened at Bank SinoPac from the Bank SinoPac abroad or automated service machines set up abroad by other financial institutions, according to the regulations of Bank SinoPac and the financial institutions setting up the automated service machines.

B. Based on the restrictions of foreign exchange control by the regulatory authority, if the Client is a corporate entity or a resident in Mainland China, Bank SinoPac will not provide the functions of an international bank card. The Client agrees not to use this bank card abroad.

C. The Client understands that the functions and usage regulations of automated service machines of foreign financial institutions (such as the withdrawal limit per transaction) may differ. The Client should understand and comply with the relevant regulations when using these banks' automated service machines.

D. When the Client uses this bank card to make a withdrawal at automated service machines set up abroad, Bank SinoPac will make payments in an equivalent local (the location at withdrawal) currency:

- If the Client chooses to withdraw abroad through MasterCard /Cirrus  , the amount withdrawn by the Client will be converted into US dollars at the exchange rate designated by MasterCard International on the day of withdrawal and then converted into an equivalent New Taiwan Dollar amount at the Bank SinoPac's prevailing selling rate for US dollar cash.
- If the Client chooses to withdraw abroad through the Financial Information Service Co., Ltd., the transaction amount will be converted into an equivalent New Taiwan Dollar amount at the exchange rate on the settlement date of the bank acting as the clearing agent for the cross-border withdrawal service with a chip bank card; Clients who have not applied for the function of an international bank card agree that they can complete the withdrawal transaction by entering the agreed password for the bank card at the cross-border automated service machine.

E. When the Client withdraws abroad with this bank card, regardless of using any financial institution's automated service machines, the total amount of the Client's daily withdrawals shall not exceed the equivalent foreign currency amount of the withdrawal limit at Bank SinoPac's current automated service machines.


**F. When the Client withdraws abroad with this bank card, the Client shall pay a handling fee for each valid withdrawal. The standard handling fee is subject to adjustment by the clearing agent bank. The withdrawal handling fees are as follows:**

- Through MasterCard /Cirrus  : New Taiwan Dollar 100 per transaction.
- Through Financial Information Service Co., Ltd.: In Hong Kong and Macau - New Taiwan Dollar is 100 per transaction.


**This fee is collected per withdrawal, and the Client agrees and authorizes Bank SinoPac to automatically deduct the said fee from the Client's account during the withdrawal. Bank SinoPac may adjust The fee at any time based on its operational costs.**

- G. When the Client withdraws abroad with this bank card, the Client authorizes Bank SinoPac to declare foreign exchange settlement on behalf of the Client according to the regulations of foreign exchange laws. **The Client shall acknowledge all declarations made by Bank SinoPac under this authorization and shall have no objections. The Client should calculate and control its use of foreign exchange quota. If the Client's withdrawal exceeds the usable foreign exchange quota, the Client shall take full responsibility without liability to Bank SinoPac.** Bank SinoPac is not obligated to proactively inquire about the Client's use of foreign exchange quota. Still, if Bank SinoPac becomes aware that the Client has exceeded the quota, Bank SinoPac has the right to refuse payment.
- H. For applications for multi-currency debit cards, please refer to the regulations on foreign withdrawals in the "Terms and Conditions for Debit Card Agreement."

3. Special Provisions for Financial Credit Cards

- A. The financial credit card carries functions of both bank cards and credit cards. In addition, its international bank card functions are available for application.
- B. The financial credit card, in agreed manners, is delivered directly to the Client by Bank SinoPac or sent by registered mail to the card delivery address specified by the Client on the financial credit card application form. Upon receiving the card, the Client should activate it according to the instructions in the attached letter. If the Client already holds a bank card from Bank SinoPac with the same account number (hereinafter referred to as the "old bank card"), the old bank card will be invalidated concurrently with activating the financial credit card.
- C. The merged credit card functions and usage rules of this financial credit card shall be subject to the terms and conditions on the financial credit card application form of Bank SinoPac.
- D. In the event of the loss or theft of this financial credit card, for the sake of transaction security, the Client should report the loss to Bank SinoPac. The charge for the credit card loss reporting procedure shall be stipulated by the relevant rules of Bank SinoPac concerning credit card loss.
- E. The functions and the user's instruction of the bank card for this financial credit card, except for Special Matters under Item F below, are the same as the aforementioned Use and General Agreement of Bank Cards in Item I and Special Agreements for International Bank Cards in Item II.
- F. Special matters: Due to the unique functionality of this financial credit card, when the Client uses the international bank card function and chooses to withdraw money abroad through MasterCard , the transaction must be conducted with the credit card password.**

4. Special Provisions for Debit Transactions

- A. The definitions of terms are as follows:
- Debit Transactions: Refers to the goods, service, or other transaction that the Client conducts at physical or virtual affiliated stores, using the chip bank card issued by Bank SinoPac and the password set by the Client, directing Bank SinoPac to directly debit from the specified account of their chip bank card in real-time and transfer it to the acquiring institution or affiliated store account, including debit transactions (fixed and variable rates), reversal, refund, pre-authorization, and completed authorization transactions.
  - Acquiring Institution: Refers to the financial institution that provides debit transaction services to affiliated stores.
  - Affiliated Store: Refers to the store that provides goods, services, or other transactions and accepts payments from cardholders with a chip bank card after signing a contract with the acquiring institution.
  - Transaction Record: Refers to the document or electronic message of the Client's debit transaction with the chip bank card.
- B. The bank card issued to the Client has a chip bank card debit transaction function. To use this function, an application can be submitted to Bank SinoPac. **Cardholders in domestic affiliated stores (with the Smart Pay logo ) using terminals (POS) to make debit transactions, after using the bank card and entering the agreed password, are considered to have agreed to activate the debit transaction service function to complete the transaction.**
- C. When the Client uses the chip bank card at a physical or virtual affiliated store to make debit transactions, refunds, or cancel transactions, he/she should keep his/her transaction records for verification purposes.
- D. When the available balance in the Client's designated account for debit transactions is insufficient to pay for consumption or consumption amounts exceed the agreed limit, Bank SinoPac is not obligated to debit the amount.
- E. The Client clearly understands that making a debit transaction at an affiliated store with a chip bank card and password is no different from a cash transaction. If a related consumption dispute arises with the affiliated store (including but not limited to the quality, quantity, and amount of goods or services), it should be resolved with the affiliated store. Such disputes cannot be grounds for requesting a refund from Bank SinoPac. The Client may also not use any disputes arising from transactions with the affiliated store against Bank SinoPac.

**Any client who doubts consumption accounts may request Bank SinoPac for verification, and Bank SinoPac should provide transaction records to assist in verification.**

- F. Bank SinoPac should process the Client's chip bank card debit transactions and account matters with the care of a good manager. For the disclosure of information on the Client's debit transaction accounts, Bank SinoPac should provide a record of each transaction for the Client to verify through account statements, passbooks, or other agreed methods.
- G. The Client agrees that the related operations of Bank SinoPac's debit transactions or other ancillary services with the chip bank card in respect of this agreement may be entrusted to a third party in accordance with the regulations of the competent authority. However, when the third party processes and uses the Client's data on a computer, it should still comply with relevant legal regulations and keep it confidential.**

5. Provisions for Cardless Withdrawal

- A. The Client, being a holder of a physical chip bank card and a member of Bank SinoPac's online banking with the online transaction function activated, agrees to initiate the "Cardless Withdrawal" function via the valid bank card from Bank SinoPac with Bank SinoPac's Automated Service Equipment, and to set a "Cardless Withdrawal Password." Concurrently, upon granting authorization to a mobile device through Bank SinoPac's mobile banking or DAWHO APP, the Client may use the mobile device and the automated service equipment for cardless withdrawal. The Client understands that, in order to utilize the cardless withdrawal function, he/she must log into mobile banking/DAWHO APP and confirm that this service is activated. In the event that the specific chip bank card or account used to activate the cardless withdrawal service is reported lost or canceled thereafter, the cardless withdrawal function will also become invalid. Consequently, the Client is required to reapply at Bank SinoPac's Automated Service Equipment.
- B. The Client should remember and keep his/her "Cardless Withdrawal Password" securely. In case of potential leakage, the Client should promptly close the account with Bank SinoPac's customer service center. If needed, the password can only be reset at Bank

SinoPac's Automated Service Equipment; with no limit on the number of password changes, it can be reset. **In the event that the cardless withdrawal password is entered incorrectly five consecutive times, the cardless withdrawal transaction will be canceled, and the cardless withdrawal function will be disabled.** The Client agrees to reactivate the cardless withdrawal function and password setting via Bank SinoPac's automated service equipment with a valid chip bank card.

- C. When the Client logs into mobile banking or DAWHO APP, selects "Cardless Withdrawal," and enters transaction information, Bank SinoPac will generate a one-time withdrawal serial number. The Client must enter the withdrawal serial number, cardless withdrawal password, and withdrawal amount at automated service equipment of Bank SinoPac or any financial institution participating in inter-bank connected financial information system within the specified time to complete the withdrawal transaction. **The Client agrees to securely keep all transaction verification information (such as cardless withdrawal password) related to the cardless withdrawal function and not disclose it to a third party. The Client assumes full responsibility for any damages resulting from misuse or theft by a third party.**
- D. **The restrictions on cardless withdrawal limits are as follows:**
  - a. **Per-transaction limit: TWD 30,000, USD 900, HKD 7,000, JPY 100,000, CNY 3,000; inter-bank TWD 20,000.**
  - b. **Daily limit (as a sum of domestic and foreign currencies): TWD 30,000, USD 900, HKD 7,000, JPY 100,000, CNY 6,000, cumulatively equivalent to TWD 30,000 (as a sum of withdrawals/spending debited from the account and physical bank card domestically and internationally).**
  - c. **Monthly limit: the cumulative maximum limit is equivalent to TWD 200,000 (as a sum of domestic and foreign currencies of the account).**
  - d. **When making a cardless withdrawal of foreign currency in cash, the amount of foreign currency withdrawn will be deducted from the TWD account, converted to TWD at Bank SinoPac's prevailing "Foreign Currency Cash Selling" Exchange Rate at the time of withdrawal.**
- E. **When the Client conducts transactions with cardless withdrawal at automated service equipment of Bank SinoPac or any financial institution participating in the inter-bank financial information system, the transaction is processed as a passbook-free registration. If the password, transaction serial number, and withdrawal amount match, it holds the same effect as a withdrawal slip with original seals and the display of a passbook. The automated service equipment may issue a "Customer Transaction Slip" for the Client's reference upon completing each transaction. There is no limit on the number of password changes and cumulative amount for cardless withdrawal transactions; no passbook registration is required and can continue to be used.**
- F. The Client may, at any time, close the cardless withdrawal function at Bank SinoPac's automated service equipment, mobile banking, DAWHO APP, or through the customer service center. Should any situation arise as stated in Subparagraph M (Terms and Conditions for Finance Card Use and General Agreement) of Paragraph 1 (Use and General Agreement of Bank Cards) in Article XV (Provisions for Bank Card Usage)( Use and General Agreement of Bank Cards), Bank SinoPac has the right to terminate the cardless withdrawal function at any time.
- G. **The Client shall securely keep the authorized mobile device. In case of loss, destruction, theft, or other loss of possession, the Client should immediately close the cardless withdrawal function either at Bank SinoPac's automated service equipment or through the customer service center. In the case of unauthorized use before closure, any payment made by Bank SinoPac will be considered as paid to the Client. Nevertheless, if the financial institution owning Bank SinoPac or any other automated service equipment fails to fulfill its duty of care in controlling the information system, or there is any other attributable reason causing misuse or theft of the Client's password, Bank SinoPac is still responsible.**
- H. Only primary cardholders can apply for the cardless withdrawal function; supplementary cardholders are not eligible. The application must comply with the terms of this agreement, the "Account Opening General Agreement," "Bank Card Provisions," and the terms and conditions of various deposit agreements.
- I. Bank SinoPac should retain the data of the Client's cardless withdrawal transactions for at least five years. In case of any disputes regarding cardless withdrawal transactions, please contact Bank SinoPac's complaint and 24-Hour Customer Service Hotline at (02) 2505-9999.

**XVI. Debit EasyCard Special Terms and Conditions - The terms of this agreement have been reviewed in detail by the customer within a reasonable period of time (at least five (5) days).**

Cardholder hereby applies with Bank SinoPac for Debit EasyCard with functions of Debit Card (including ATM cards with Smart Pay function) and EasyCard, and as to use of Debit EasyCard, is willing to comply with "Provisions for Debit Card" and the following provisions:

- 1. Definition of Terms
  - A. Debit EasyCard: means the IC Debit Card with the functions of debit card and EasyCard as issued by Bank SinoPac under cooperation with EasyCard Corporation. EasyCard function is registered EasyCard, which provides service for lost reports and refunds. Cardholder shall agree for Bank SinoPac to provide basic information (including name, ID card or passport number, date of birth, address, phone number, e-mail, card number, transaction records and so on) to EasyCard Corporation for issuance of the Card, in order to provide related services for Cardholder.
  - B. EasyCard: means the electronically stored value card issued by EasyCard Corporation under the name "EasyCard," by which the Cardholder may use the value for deduction to pay for traffic transportation, parking lot and other services or consuming within the scope of legal restrictions.
  - C. Autoload: means the Cardholder arranged with Bank SinoPac that in using Debit EasyCard, if due to insufficient stored value for paying current consuming or with a value lower than NTD100, the Cardholder may autoload certain money value into EasyCard from Debit EasyCard's designated account within amount limit via autoload equipment (currently, i.e. Easy Card AVM and small amount consuming terminals; **not available on off-line equipment in MRT, Maokong Gondola, TRA and parking lots; please refer to any amendment in website of EasyCard Corporation**). Cardholder's autoloading is equivalent to consuming by Debit Card.
  - D. Balance Amount Transferring: means the Cardholder closes the balance in "EasyCard" of Debit EasyCard, and transfers such balance into the Cardholder's designated account, provided that if the balance of EasyCard is with negative value, the Cardholder agrees to treat such negative value as consuming payables and be paid by Cardholder's designated account. The transfer of balance will take 45 business days to complete.
  - E. Designated Retailers: means the institutions that contracted with EasyCard Corporation to accept cardholders to pay by EasyCard for consideration of goods and services, payments to the government and other expenses as approved by the competent authority.
- 2. Use of EasyCard
  - A. Initial use: The EasyCard function of a Debit EasyCard is readily available without activation. A newly issued or replaced Debit EasyCard has an EasyCard balance of zero. To use the Autoload service, the cardholder needs to activate both the Debit Card and the Autoload function. If the cardholder has

utilized the EasyCard function without activating the Debit Card, the cardholder should remain liable for any debts of Autoload service. Autoload can not be deactivated after the cardholder has activated it.

- B. Scope of use: The use of Easycard is granted by Easycard Corporation. The cardholder may spend Easycard balances for purposes outlined in Easycard Corporation's relevant Terms of Service and announcements. For details, please refer to the website: [www.easycard.com.tw](http://www.easycard.com.tw).
- C. Ways and amount of adding value:
  - a. Autoload: Where Applicant consumes by Debit EasyCard with activated autoload function, if the balance of EasyCard is insufficient to pay for such consuming or lower than NTD100, via autoload equipment (currently, i.e., EasyCard AVM and a small amount consuming terminals; not available on offline equipment in MRT, Maokong Gondola, TRA and parking lots; please refer to any amendment in the website of EasyCard Corporation), the EasyCard will be autoloading NTD500 or its integral multiples from Cardholder's designated account. The scope, amount and amount limit for autoload shall be in accordance with the laws and regulations, the standards and the latest announcements set by EasyCard Corporation and Bank SinoPac. There is no charge for the autoload of EasyCard.
  - b. Other ways for adding Value: Processed in accordance with EasyCard Corporation's relevant Terms of Service and announcements on the website of EasyCard Corporation.
- D. Validity of Card: The validity of EasyCard and Debit Card shall be the same. Upon expiry of Debit EasyCard, the EasyCard function and autoload function shall expire accordingly.
- E. **There is no interest calculated for the balance of stored value in EasyCard**, which will be fully put into trust by EasyCard Corporation to protect the Cardholder's interest.
- F. Non-transferrable for Balance Amount in EasyCard: For issuance of Debit Card upon expiry of Debit Card or due to impairment of the Card, the balance amount in EasyCard will not be transferred into the reissued new card or other card, which may only be processed by "Balance Amount Transferring."

### 3. Lost, Stolen, or Other Lost Possession of Debit EasyCard

- A. Bank SinoPac owns the Debit EasyCard. The cardholder shall use and keep the Card safely under due care as a good administrator to prevent the Card from being lost, stolen, fraud, or possessed by third parties. It shall prevent the disclosure of related information of the Card to other parties.**
- B. If there is lost, stolen or other lost possession of the Debit EasyCard (hereinafter called "Lost Events"), the Cardholder shall immediately notify Bank SinoPac for lost report and stop payment of Debit Card, and suspend the EasyCard function.**
- C. In the event of misuse, losses that have been topped up using the Autoload function at any time between 24 hours before the Debit EasyCard is reported lost and 3 hours after the loss is reported will be processed in accordance with the debit card terms and conditions. For three hours after the lost report procedure, losses of deduction of EasyCard by other parties falsely will be borne by the Cardholder. The balance, as recorded in EasyCard Corporation's system on three hours after lost report, after deducting the amount being autoloading falsely and borne by Bank SinoPac (such amount will be returned to Bank SinoPac), if with a positive value, will be returned to Cardholder's designated account, provided that if the balance as recorded in system on three hours after lost report is negative value, no matter whether autoload function being activated or not, Cardholder agrees to regard such negative value amount as general consuming payables and shall be paid by Cardholder by deduction in Cardholder's designated account.**

### 4. Reissuance of Debit EasyCard upon Expiry and Suspension

- A. If Debit EasyCard is lost, upon application by the Cardholder, Bank SinoPac may reissue a new Card with the same functions and with an EasyCard balance of 0 for the Cardholder's use.
- B. Where there is impairment, demagnetization, crush, destroy, malfunction, or other reason for not working to Debit EasyCard, the Cardholder may apply for the issuance of the new Card, and the cardholder shall cut off the old card and return it to Bank SinoPac. The balance of EasyCard on the reissued new Card is 0, and the balance of EasyCard on the old card will be processed for "Balance Amount Transferring" by Bank SinoPac after receipt of the old card.
- C. Upon expiry of Debit EasyCard, EasyCard will not be able to be used, and the autoload function will be terminated. Unless there is an occurrence of termination events of Debit EasyCard, Bank SinoPac agrees to reissue a new EasyCard with the same functionality and a zero stored value balance for continued use by the cardholder, except for the occurrence of the conditions described in Subparagraph E Paragraph 4 of this Agreement and any cause of termination of the Easy Debit Card contract. The stored value balance of the expired EasyCard will be handled by Bank SinoPac after the card expiration date for the "Balance Transfer" operations.
- D. Where the function of Debit EasyCard is suspended, the cardholder shall cut off the old card and return it to Bank SinoPac for the processing of "Balance Amount Transferring."
- E. The cardholder understands and agrees that If the cardholder fails to use the automatic value-added function of Debit EasyCard more than twelve months (inclusive) consecutively, Bank SinoPac may re-issue a credit card without the additional EasyCard function to the cardholder for use upon the expiration of the valid period of the Debit EasyCard.
- F. When Bank SinoPac accepts the cardholder's application for termination of the Debit EasyCard or terminates the Debit EasyCard according to the preceding subparagraph, Bank SinoPac may handle the balance transfer operation for the cardholder, provided that the cardholder shall comply with the requirements of Paragraph 4, or shall destroy the card, or mail the card back to Bank SinoPac via registered mail, in order to allow Bank SinoPac to proceed with the termination of the EasyCard Function.
- G. In case where the applicant fails to comply with the requirements specified in this article, if the card is used fraudulently by a third party or if false transaction with others or contracted stores occurs, the cardholder shall still be responsible for the payment of any outstanding amounts incurred for deduction transaction and automatic value addition due to the aforementioned fraudulent use or false transaction associated with the card. However, if such transaction is verified to be caused by matters not attributable to the cardholder, the cardholder may be exempted from the liability of the payment of such outstanding amounts of the card.

### 5. Suspension of EasyCard Function and Procession of EasyCard Balance

Within the valid period of the Debit EasyCard, to suspend the Easycard function, the cardholder may process for refund of EasyCard balance through the following ways, and once suspended and refund, the EasyCard function and autoload function are no longer available, provided that the Debit Card is still available:

- A. The cardholder personally processes for termination of EasyCard in the EasyCard service center by presenting the Card and ID certificate, and the



EasyCard balance will be returned in cash with handling termination charges.

- B. Cardholder processes transaction of terminating EasyCard at EasyCard AVM in Taipei MRT stations or the FamiPort of the Family Mart convenience store to operate the card refund transaction, and further "Balance Amount Transferring" being processed by Bank SinoPac.

6. Resolution for Disputes as to Transaction Records and Balance of Stored Value

- A. Cardholders of EasyCard may put their Card on the "EasyCard Searching Machine" or inquiry in the Information Center of each MRT station for the balance of EasyCard or transaction records for the last six(6) transactions. For EasyCard transaction questions, the Cardholder may contact the EasyCard Corporation service line: 412-8880 (02-412-8880 for cell phone and areas of Kinmen and Matsu).
- B. The Bank SinoPac shall indicate the date and amount of autoloading by Debit EasyCard in the Cardholder's Debit Card bill.
- C. If the Cardholder doubts the balance of the above transaction records, they may notify Bank SinoPac, attaching documents required by the Bank SinoPac for verification, within 60 calendar days of the transaction.

7. Termination Events

If there is any occurrence of the following conditions or other events in violation of this Provision by the Cardholder, the Bank SinoPac and EasyCard Corporation are entitled to terminate the Cardholder's use of EasyCard, and the autoloading function is terminated accordingly:

- A. Cardholder uses Debit EasyCard in operation areas of EasyCard and Designated Retailers or locations designated by Bank SinoPac for transactions or consuming activities of illegal goods or services.
- B. Cardholder conspires with the third party or Designated retailer to forge false transaction or fraud conspiracy, or by any way to obtain money, facility or other illegal interest.
- C. Cardholder violates Provisions for Debit Card regulated by Bank SinoPac, or is suspended by Bank SinoPac for using Debit Card, terminated by Bank SinoPac for Debit Card contract or terminated for using Debit Card.

8. Charges

The operation charges, handling charges, and other fees payable by the Cardholder under this Provision will be put into the Debit Card bill for the Cardholder's payment. Where the Cardholder directly applies with EasyCard Corporation for termination procedure, EasyCard Corporation may charge a handling fee from the Cardholder, or directly deduct it from the balance of EasyCard. The amount of the handling fee shall be in accordance with relevant terms of service by EasyCard Corporation.

9. Amendment of Provisions

Any amendment to this Specific Provisions for Debit EasyCard shall be in accordance with the Terms and Conditions for the Debit Card of the Bank.

10. Other Provisions

For the use of Debit EasyCard, in addition to regulation under this Provision, anything not stipulated shall be processed in accordance with Bank SinoPac's Terms and Conditions for the Debit Card, relevant terms of service by EasyCard Corporation and other related published regulations.

**XVII. Terms for the Debit Card -**

1. Definitions

Definitions of Terms Herein

- A. Debit Cards: Refer to a card issued to the Cardholder, which not only allows the Cardholder to utilize the Card as a normal bank card in accordance with Bank SinoPac's bank card provisions but also permits the Cardholder to make purchases at domestic and overseas contracted merchants. Upon a payment request made by these merchants or acquiring institutions, Bank SinoPac will earmark and debit the fund from the NTD Demand Deposit Account or Foreign Currency Structured Deposit Account designated by the Cardholder.
- B. Multi-Currency Functionalities: When the Cardholder purchases at overseas contracted merchants or withdrawals at automated service machines, funds may be earmarked and deducted from the demand deposits in the Foreign Currency Structured Deposit Account designated by the Cardholder. Supported foreign currencies include, but are not limited to, USD, JPY, HKD, EUR, GBP, CHF, AUD, SGD, SEK, CAD, ZAR, and NZD. Bank SinoPac reserves the right to adjust the supported foreign currencies and will announce any changes on its website or at its business premises.
- C. Applicants: Refer to an individual who applies for a Debit Card from Bank SinoPac.
- D. Cardholders: Refer to an individual to whom a Debit Card has been issued upon approval by Bank SinoPac.
- E. Card Network Owners: Include, but not limited to, VISA, MasterCard, JCB (hereinafter referred to as "International Organizations"), National Credit Card Center of R.O.C, and Financial Information Service Co., Ltd.
- F. Acquiring Institutions: Refer to organizations authorized by International Organizations to handle merchant agreements and provide upfront payments to contracted merchants for transactions made by the Cardholder.
- G. Contracted merchants: Refer to merchants who have entered into a contracted merchant agreement with the acquiring institutions and accept Debit Card payments in accordance with said agreement.
- H. The Designated Debit Account: In the event that the Cardholder engages in debit card transactions at domestic or overseas contracted merchants or withdraws funds from automated service machines and authorizes Bank SinoPac, when the said merchant or automated service machine requests the corresponding payment, to debit the requisite funds for the acquiring institution or the financial institution from the designated NTD Demand Deposit Account or Foreign Currency Structured Deposit Account which the Client uses typically. Should the account in question be a securities settlement account, the Cardholder assumes all responsibilities for any breach of settlement obligations, losses, or disputes that may arise due to the debit of the aforementioned charges, causing the remaining available balance in the securities settlement account to be insufficient for fulfilling the securities settlement obligations. Bank SinoPac shall bear no liability in relation to this matter. Moreover, should there be two or more authorized debit instructions on the Designated Debit Account on the same day, Bank SinoPac reserves the right to select the order of debits arbitrarily and shall not be liable for any damages incurred due to the sequencing of said debits.
- I. Should the account in question be a securities settlement account, the Cardholder assumes all responsibilities for any breach of settlement obligations, losses, or disputes that may arise due to the debit of the aforementioned charges, causing the remaining available balance in the securities settlement account to be insufficient for fulfilling the securities settlement obligations. Bank SinoPac shall bear no liability in relation to this matter. Moreover, should there be two or more authorized debit instructions on the Designated Debit Account on the same day, Bank SinoPac reserves the right to select the order of debits arbitrarily and shall not be liable for any damages incurred due to the sequencing of said debits.
- J. Daily Spending Limit: Refers to the maximum spending limit set by Bank SinoPac for daily transactions made by the Cardholder using the Debit Card.
- K. Debit Date: Refers to the date Bank SinoPac debits the transaction amounts from the Cardholder's designated deposit account in accordance with

this Agreement.

- L. The Foreign Exchange Settlement Date: Refers to the date on which, subsequent to the Cardholder's engagement in debit card transactions or cash withdrawals at contracted merchants in foreign countries or those with foreign banks or acting as acquiring banks, Bank SinoPac or its authorized agent converts the Cardholder's foreign currency payables, in accordance with the exchange rate agreed upon by international organizations or the prevailing exchange rate published by Bank SinoPac at the end of the business day, into New Taiwan Dollars for settlement.
- M. Billing Date: Refers to the date on which Bank SinoPac periodically settles the outstanding amounts due from the Cardholder.
- N. Billing statement: Refers to the statement of transactions provided by Bank SinoPac to the Cardholder.
- O. Watch-list Accounts: Refers to the deposit accounts flagged as under alert by financial institutions, pursuant to a notification from a court, prosecutor's office, or judicial police authority for the purposes of criminal investigation.
- P. Individuals subject to disciplinary reprimand: Refers to "Individuals who have been reprimanded as a result of violating Article 15-2 paragraph 1 of the Money Laundering Control Act by the police authorities of municipalities or counties (cities)".
- Q. Erroneous Transactions: Refer to inconsistency between the transaction amount and the debited amount during a Cardholder's signed transaction. These include, but not limited to, receivables or payables owed by or to the Cardholder in instances of duplicate or excessive debits; unauthorized transactions by the Cardholder; debited amounts that differ from authorized amounts; successful transactions by the Cardholder for which the merchant failed to obtain the requisite authorization code in accordance with regulations; delayed billing by the merchant; unposted cancellations or returns; irregularities in pre-authorization procedures; fraudulent transactions; and outstanding payables or receivables due to card owners whose accounts have been flagged or who have been reprimanded and are unable to make deductions.

## 2. Application

- A. Only one bank card is permitted per New Taiwan Dollar primary account. Existing Bank SinoPac bank Cardholders may apply to convert their cards into Debit Cards.
- B. The Applicant must honestly complete all relevant fields in the application form, providing accurate and genuine documentation as required by Bank SinoPac. Should any changes occur in the basic information initially provided by the Cardholder, they must notify Bank SinoPac to process the necessary changes.

## 3. Collection, Processing, and Utilization of Personal Data

- A. Bank SinoPac is authorized to collect, process, utilize, and internationally transmit the personal information and transactional records of the debit card applicant/Cardholder strictly within the scope specified in the debit card application or for contractual execution, subject to any contrary provisions in applicable laws or regulations.
- B. For the specific purposes of this service, the debit card applicant/Cardholder consents to Bank SinoPac sharing their personal information and transactional records with Bank SinoPac (hereinafter referred to as "Personal Data") with financial institutions with which they transact, National Credit Card Center of R.O.C, Financial Information Service Co., Ltd., international organizations, and Joint Credit Information Center (JCIC).
- C. Entities and individuals appointed by Bank SinoPac to process transactions in compliance with applicable laws and regulations, as well as third parties mutually agreed upon by the aforementioned Debit Cardholder, may, within the scope permitted by relevant laws and regulations, collect, process, use, and internationally transmit personal data at any time. Nevertheless, should there be any inaccuracies or changes in the personal data of the Debit Cardholder provided by Bank SinoPac to the aforementioned entities, Bank SinoPac shall proactively and timely rectify or supplement such information. Furthermore, Bank SinoPac shall require the said entities to make corresponding corrections or supplements and shall notify the Debit Cardholder accordingly.
- D. Should any entity appointed by Bank SinoPac to process transactions in compliance with applicable laws and regulations violate *Personal Data Protection Act*, resulting in the unlawful collection, processing, use, or other infringements upon the rights of the applicants/Cardholders, such applicants/Cardholders may, in accordance with the Civil Code, Personal Data Protection Act, or other relevant laws and regulations, seek joint and several compensations from Bank SinoPac and the person appointed by Bank SinoPac to handle matters in compliance with relevant laws and regulations.
- E. If the relevant information provided by the applicant/Cardholder to Bank SinoPac is stolen, leaked, tampered with, or otherwise infringed upon by institutions or individuals other than Bank SinoPac, Bank SinoPac should promptly notify the applicant/Cardholder by appropriate means.
- F. The Cardholder agrees that Bank SinoPac may provide marketing or promotional information and literature regarding other business activities, financial products, or services within its scope of operations. If the Cardholder does not consent, Bank SinoPac shall not provide such information.
- G. The Cardholder consents to Bank SinoPac sharing his/her name, telephone number, and address with gift and delivery vendors for the purpose of sending gifts when he/she is qualified for promotional activities of Bank SinoPac.

## 4. Credit Spending Limit

- A. The maximum allowable amount in the designated debit account determines the spending limit of the Cardholder. If overdrafts or loans have been applied through Bank SinoPac, interests and relevant charges shall be levied according to the contract signed between the Cardholder and Bank SinoPac.
- B. Daily credit spending limits are set at NTD 5,000 for cardholders under 14, NTD 20,000 for minors over 14, and NTD 150,000 for adults. Limits for foreign transactions will be calculated in NTD equivalent to the local currency exchange rate. However, in cases where Bank SinoPac detects high-risk industries prone to counterfeiting, fraud, or money laundering, to protect the Cardholder's rights, Bank SinoPac reserves the right to lower the single transaction spending limit unless Bank SinoPac confirms with the Cardholder the authenticity of the transaction or a Cardholder applies to increase the limit for a specific single transaction and Bank SinoPac approves such application.
- C. The Cardholder may apply to increase their daily spending limit, though Bank SinoPac reserves the right to approve or deny such requests.
- D. The Cardholder remains liable for the repayment of amounts that exceed the set limits and the maximum allowable amount in the 'Designated Debit Account.'

## 5. Fundamental Obligations of the Contracting Parties

- A. Bank SinoPac shall exercise the care of a prudent manager to ensure that the Client, utilizing the debit card at contracted merchants duly authorized either by Bank SinoPac or its acquiring financial institutions, shall be entitled to acquire goods, services, or other benefits and fulfill the settlement of the transactions related to the debit card in strict accordance with the pre-established modalities consented to by the Client.
- B. The debit card held by the Client shall be, and remain, the property of Bank SinoPac. The Client bears an unequivocal fiduciary duty to safeguard and utilize the debit card. The Client shall use the said debit card himself/herself and refrain from transferring any data imprinted thereon or otherwise authorizing third parties to exploit the debit card.

- C. The Client, when conducting transactions via automated service machines (inclusive but not limited to online banking, phone voice messages, Automated Teller Machines or WebATMs, etc.) or other means of identity verification, shall keep confidential all transaction passwords or other means of identity verification and shall not disclose them to a third party.
- D. The Client shall not engage in fraudulent or fictitious transactions or any other conduct in violation of other good faith principles by himself or with other parties or contracted merchants to convert cash or gain benefits through the debit card.
- E. Liabilities arising from the Client's breach of the agreements stipulated in Sections 2 to 4 shall also be the Client's responsibility for settlement.
- F. Bank SinoPac shall warrant the veracity and accuracy of all promotional and advertising materials disseminated by it. The obligations incumbent upon the Client shall not be inferior to those explicitly set forth in such promotional and advertising materials.
- G. In circumstances wherein system connectivity is compromised or otherwise unattainable, or in the presence of erroneous transactions, or in instances where the specific nature of the transaction obviates the requirement for the Client's signature on the sales draft, the Client shall bear complete and unmitigated liability for all resultant financial obligations, save for instances where the Client has duly complied with Bank SinoPac's prescribed procedures for reporting lost or stolen cards.

## 6. Fees

### A. Annual Fees

- a. The Client shall pay the Annual Fees in accordance with the publicly announced fee schedule for each card type provided by Bank SinoPac. Unless Bank SinoPac agrees to waive or reduce the Annual Fees, the Client shall remit such fees within the period designated by Bank SinoPac. No refunds of Annual Fees shall be permissible based on the grounds specified in Article 18 (Limitations on the Use of Debit Cards) or Article 19 (Loss of Benefits and Termination of Contract), except as otherwise provided in Paragraph 2 in Section 1 of this Article, Section 3 of Article 15 (Card Reissuance, Replacement, and Renewal upon Expiration), and Article 17 (Amendments to the Agreement).
- b. Should the Agreement be terminated or the Client's right to use the Debit card be suspended for more than one month due to reasons beyond the Client's control, the Client may request a prorated refund of the Annual Fees based on the actual number of months the card was held (any partial month shall not be counted) for.
- c. The Applicant may notify Bank SinoPac to terminate the Contract within seven days of receiving the newly issued Debit card without any justification, and such termination shall incur no fees or charges unless the new card has already been used.
- d. Any request from the Cardholder for a refund of the Annual Fees shall be made by sending a written notice as prescribed by Bank SinoPac or by returning the cut debit card unless otherwise specified in special agreements.

### B. Replacement Fee for Lost or Damaged Cards: NTD 100 per card.

- C. Foreign Transaction Service Fee: All transactions conducted through the debit card by the Cardholder shall be settled in New Taiwan Dollars or the agreed foreign currency. For transactions in currencies other than New Taiwan Dollars or for transactions conducted overseas in New Taiwan Dollars (transactions conducted via the Internet with foreign merchants are considered foreign transactions), Bank SinoPac is authorized to convert the transaction amount into New Taiwan Dollars or the agreed settlement currency at the prevailing exchange rate as set by international organizations and to add processing fees payable to such organizations plus a service fee as 0.5% of the transaction/purchase amount (said expenses are collectively referred to as the "foreign transaction service fee," approximately 1.5% to 2% of the transaction amount after addition). Notwithstanding, if the foreign transaction service fee for a foreign currency transaction is less than NT\$2 after it is calculated in said manner, a minimum fee of NT\$ 2 will be charged per transaction. The fee is adjustable by Bank SinoPac subject to its operating costs upon announcement at Bank SinoPac's website and business places.
- D. Reissuance of the Billing statement: A fee of NTD 100 per monthly statement shall be levied for reissuing statements older than three months due to reasons attributable to the Cardholder.
- E. The Certificate of Settlement: Upon termination of the debit card agreement between the Cardholder and Bank SinoPac, the Cardholder may apply for a settlement certificate upon full repayment of all outstanding balances, subject to a processing fee of NTD 200 per certificate.
- F. Legal Expenses for Debt Collection: The Applicant shall bear all legal costs incurred by Bank SinoPac in pursuing claims against the Applicant/Cardholder due to delayed or non-payment of due amounts, whether through litigation, non-litigation, or other legal proceedings.
- G. Late Payment Penalty for Outstanding Corrective Payments: In the event of erroneous transactions or fees (hereinafter referred to as 'Corrective Payments') that require a supplementary amount to be paid but are not duly settled, the Cardholder shall deposit the deficient amount into the designated debit account to fulfill obligations towards Bank SinoPac by the final payment due date for the Corrective Payments (which is one day prior to the end of the following month in which the Corrective Payments occur). If the Cardholder fails to deposit the funds by the final due date, or if the maximum available balance in the designated debit account remains insufficient and the insufficient amount exceeds NTD 1,000, Bank SinoPac shall be entitled to charge a monthly late payment penalty commencing from the month following the final due date. The late payment penalties for the first, second, and third consecutive months of failure to make Corrective Payments shall be NTD 300, NTD 400, and NTD 500, respectively, and the maximum duration for consecutive penalties shall not exceed three periods.
- H. Sales Draft Retrieval Fee: NTD 50 per domestic transaction and NTD 100 per foreign transaction.
- I. Proxy Payment Fee: Applicable items and entities for proxy payment are subject to the latest announcement of Credit Card Payment Platform for Public Agency Fee, Government Service Platform, The Bill / Tax Payment System of Financial Information Service Co., Ltd., and so on.
- J. Overseas Withdrawal Fee: A per-transaction fee is levied irrespective of the amount withdrawn. Bank SinoPac is authorized to automatically debit this fee from the Applicant's account at the time of withdrawal. The fee structure for foreign cash withdrawals is listed by currency as follows: USD 3, JPY 300, HKD 30, EUR 3, GBP 3, CHF 3, AUD 5, SGD 5, SEK 32, CAD 5, ZAR 50, and NZD 5. For currencies not mentioned above or in case of insufficient balance in foreign currency, a fee of TWD 100 per transaction will be debited instead. Bank SinoPac reserves the right to adjust this fee based on its operational costs, as announced on the Bank SinoPac website and at its business premises.
- K. Fee for Overseas Inquiry on Account Balance: NTD 20 per inquiry.

**L. Additional Fee for Overseas Withdrawal: This fee is levied by the overseas ATM operator and is similar to domestic interbank withdrawal fees. Bank SinoPac does not collect it, and it will be processed according to the regulations of the respective ATM operators.**

7. Procedures on General Transactions, Returns, and Overseas Withdrawals

- A. Upon receipt of the debit card, unless otherwise agreed, the Applicant shall immediately sign on the back of the card and securely merchant it to minimize the risk of unauthorized use by third parties.
- B. When the Cardholder engages in a transaction using the debit card, after presenting the card and confirming its validity, the Cardholder shall sign on the sales draft as confirmation and carefully retain the customer copy of the sales draft for future verification purposes.
- C. If the Cardholder returns items, cancels transactions, terminates services, or changes products or prices at the contracted merchant where the transaction was originally made using the debit card, the Cardholder shall request a refund note from the contracted merchant. Upon the details are verified, the Cardholder shall sign the refund note for confirmation and retain the customer copy of the refund note for future verification purposes. Nevertheless, with mutual consent between the Cardholder and the contracted merchant, the merchant's signature can be adopted as a substitute, provided that the Cardholder retains sufficient documentary evidence or proof of return.
- D. Contracted merchants may refuse to accept transactions made using the debit card under the following conditions:
  - a. The card appears counterfeit, altered, damaged, cracked, chipped, punctured, unsigned, or has an illegible or altered signature.
  - b. The card has reached its expiration date or has been reported lost per Section XV(A), or the Agreement has been terminated or dissolved.
  - c. Bank SinoPac has temporarily suspended the Cardholder's rights to use the debit card.
  - d. The signature on the sales draft does not match the signature on the card, the Cardholder's appearance does not match the photo on the card, or it can be otherwise proven that the individual is not the person to whom Bank SinoPac issued the card.
  - e. The transaction amount will exceed the Cardholder's "daily transaction limit" or the maximum allowable limit of the "designated debit account" set by Bank SinoPac.
- E. In cases under sub-sections (D)(a), (D)(b), or (D)(d), contracted merchants have the right to refuse the return of the debit card to the Cardholder.
- F. If the contracted merchant refuses to accept transactions for reasons other than those stipulated in sub-section (D), or if the merchant requests an increase in product or service price for using the debit card, the Cardholder may complain with Bank SinoPac. Bank SinoPac shall either undertake a firsthand investigation or instruct the acquiring institution to do so and inform the Cardholder of the results. If it is found that, in respect of such matter, Bank SinoPac intentionally, or due to gross negligence, violated the above conditions, Bank SinoPac shall bear liability for damages to the Cardholder.
- G. When the Client makes transactions overseas and his/her highest available foreign currency balance is insufficient, or the transaction is made in an unsupported foreign currency, or the multi-currency feature is not enabled but the Client has sufficient maximum available balance in the NTD deposit balance, Bank SinoPac will earmark the amount from the Client's NTD deposit account. The Client agrees that Bank SinoPac can convert the cleared USD amount provided by international organizations to its NTD equivalent at the prevailing interest rate two business days prior to the debit date. An additional overseas transaction fee will be charged. If the Client's NTD current deposit account does not have sufficient funds, Bank SinoPac reserves the right to reject the transaction.**
- H. In case of foreign cash withdrawal, if the Client has insufficient foreign currency balance in the supported account, if unsupported foreign currency is used, or if the Client has not activated the multi-currency feature but there is sufficient balance in the New Taiwan Dollar account, Bank SinoPac will make the payment in equivalent local currency via local automated service machines. The exchange will be based on the international organization's designated rate converted into U.S. Dollars at the time of the Client's withdrawal and then converted into equivalent New Taiwan Dollars based on Bank SinoPac's prevailing U.S. Dollar cash selling rate. If the Client's New Taiwan Dollar demand deposit account balance is insufficient, Bank SinoPac reserves the right to decline the transaction.**
- I. As determined by the automated service equipment deployed by financial institutions participating in financial information systems or international interbank connections, the maximum per-transaction and per-day withdrawal limits for accounts in various currencies are as follows:
  - a. Per-transaction limit: New Taiwan Dollars 20,000 (or equivalent foreign currency).**
  - b. Per-day limit: New Taiwan Dollars 120,000 (or equivalent foreign currency, combined with domestic and foreign (Smart Pay) spending and domestic and overseas withdrawals).**
- J. In the event of an erroneous transaction in foreign currency, and the highest available amount of foreign currency deposit is insufficient for the debit, the Client agrees that Bank SinoPac may convert the erroneous transaction amount of the foreign currency into equivalent New Taiwan Dollars at Bank SinoPac's prevailing interest rate for the sale of foreign currency (usually U.S. Dollars, or as otherwise agreed upon by the Cardholder for that particular transaction) two working days prior, and add the service fee for foreign transactions.**
- K. Bank SinoPac reserves the right to refuse business or suspend the use of the debit card under the following circumstances:
  - a. The Applicant or Cardholder is under economic sanctions or identified or pursued by foreign governments or international anti-money laundering organizations as a terrorist or a terrorist organization or is an individual, entity, or group sanctioned under anti-terrorism financing laws. Bank SinoPac may refuse any corresponding business relations or suspend the card.
  - b. For the Client who is uncooperative with periodic reviews, unwilling to explain the nature and purpose of transactions or the source of funds, or refuse to provide information regarding the beneficial owner or persons exercising control over the Client account, Bank SinoPac reserves the right to temporarily halt transactions or temporarily suspend the use of the debit card.
  - c. Dedicated deduction account linked to the debit/credit card has been reported as a watch-listed account, a derivative control account, or the card owner has been reprimanded.

8. Special Transactions

**A. In accordance with common trading practices or the specialized nature of transactions, where payment is made using a debit card for goods ordered, service obtained, or payment made by proxy through mail, phone, fax, Internet, mobile devices, or similar vehicle, Bank SinoPac may substitute authentication through passwords, telephone confirmations, signatures on receiving notes, mailed proofs, or other means to ascertain the identity of the parties and confirm the intent of the Client, without requiring a signed sales draft or in-person signature. To safeguard the security of the Client's deposits, Bank SinoPac**

may, at any time, restrict transaction amounts and/or frequencies for riskier merchants. In the situations aforementioned, if Bank SinoPac has exercised reasonable care or complied with international standards, the Client may not use the lack of signature as a defense to refuse payment.

- B. If the Client chooses to make transactions in NTD outside Taiwan or with a foreign acquiring institution or the contracted merchant, choose NTD as // In the event that the Cardholder chooses to make purchases in NTD in regions outside Taiwan or through acquiring institutions located overseas, or when a contracted merchant select NTD as the currency for the authorized transaction, earmarking and debiting will be still executed in NTD current deposit with an additional foreign transaction fee levied.
  - C. Unless otherwise agreed, debit cards are not applicable for automatic debits for utility payments such as water, electricity, gas, and telephone bills, for transportation and parking fees, or for batch operations conducted between Bank SinoPac and contracted merchants, which involve non-real-time connected batch authorizations and billing transactions.
  - D. The merchant may proceed without requiring a signature if the Client is initially required to check out by signature and the transaction amount falls under a category where international organizations allow signature-free transactions.
  - E. For self-service fuel transactions through automated devices or hotel room booking deposits, considered specially authorized or pre-authorized transactions, Bank SinoPac may first earmark a fixed or merchant-specified amount within the available balance of the Client's designated account. The Client cannot withdraw or utilize these earmarked funds until the merchant completes the pre-authorization, the Client settles the payment, or the merchant/acquiring institution requests payment from Bank SinoPac on the debiting date, when the earmarked amount will be released and, subsequently, the actual transaction amount shall be debited from the Cardholder's account. Bank SinoPac reserves the right to adjust the aforementioned earmarked amount and transaction frequency based on risk considerations.
  - F. The Client may select "Credit Card" as the payment method on the screen when purchasing Taiwan High-Speed Rail tickets through automated ticket machines with a debit card.
  - G. Agree that Bank SinoPac, international organizations, acquiring institutions, and designated stores may collect, process, use, and internationally transmit transaction information within the scope of the services for which the business items and articles of incorporation are in compliance, including but not limited to cardholders' information such as name, phone number, billing address, email address, etc., for the purpose of verifying whether the transaction is made by the card owner.
9. The Resolution Procedures on Transaction Disputes
- A. If a dispute arises between the Client and a merchant regarding the quality, quantity, or amount of goods or services, the Client shall seek resolution with the merchant and cannot use this as a defense to refuse payment to Bank SinoPac.
  - B. If the Client experiences issues that are compliant with the operating standards of international organizations—such as not receiving the booked goods or services—the Client shall first seek resolution with the merchant. If the issue remains unresolved, he/she may submit the necessary documents as required by Bank SinoPac and proceed according to Article XI ("Procedures for Questionable Charges") without being restricted by the provision in the preceding paragraph.
  - C. The provision in the preceding paragraph also applies to circumstances where the Cardholder makes a mail order or direct sale transaction and then cancels the purchase with the contracted merchant in accordance with Article 19 of the *Consumer Protection Law*.
  - D. The procedures for resolving other transaction disputes are subject to Bank SinoPac's operational standards and international organizations' guidelines.
10. Billing Statement and Other Notifications
- A. Bank SinoPac shall record each of the Client's debit card transactions on the passbook of the Client's designated debit account or on electronic billing statements (only sent to those who provide an email address). These will be provided regularly for the Client's reference. The Client may update their passbook or consult Bank SinoPac's electronic platforms to check transaction details. Bill Statements shall be provided through automated equipment or online platforms in an electronic format.
  - B. The Client may call Bank SinoPac's Customer Service Center or check its online banking to request free transaction details for the latest three months (including the current period). If the Client requests billing statements older than three months, Bank SinoPac may charge a fee according to its latest fee schedule.
  - C. The Applicant/Cardholder agrees that the contact address provided in the application form or the last notified contact address shall be the address for delivery. If the Applicant/Cardholder does not inform Bank SinoPac of a change of address in writing or through an approved manner, the contact address on the application form or the last notified address shall be considered the proper address for all communications. Any notices or documents related to business matters sent to this address are deemed legally delivered after the usual mail delivery period.
11. Procedures for Questionable Charges
- A. Should the Cardholder have queries concerning the transaction details recorded in the billing statement, he/she may provide valid reasons and supporting documents required by Bank SinoPac (e.g., sales drafts or refund notes) to seek Bank SinoPac's assistance or agree to bear the administrative fee for record retrieval as per Bank SinoPac's latest announced fee schedule and request Bank SinoPac to acquire the sales draft or refund note from the acquiring institution. When the Cardholder requests Bank SinoPac to retrieve the sales draft or refund note from the acquiring institution and agrees to bear the retrieval fee, if the investigation results reveal that the Cardholder was indeed subjected to unauthorized charges or the disputed amount is not attributable to the Cardholder, Bank SinoPac shall bear the retrieval fee.
  - B. If the Cardholder claims to temporarily withhold payment upon agreeing to pay the processing fee of the questionable charge as per international organizational guidelines, they may request Bank SinoPac to proceed with chargebacks, international arbitration, or similar claims against the acquiring institution. They may submit a request to Bank SinoPac for temporary withholding of payment for the disputed transaction.
  - C. Should payment be temporarily withheld due to questionable charge, and, if the Cardholder refuses to pay the processing fee of the questionable charge or if Bank SinoPac verifies the transaction to be accurate, or if withholding is not attributable to Bank SinoPac, the Cardholder shall promptly remit the required payment upon notification from Bank SinoPac and shall also pay Bank SinoPac an administrative fee according to its latest announced fee schedule.
  - D. In the event of a consumption dispute between the Cardholder and a merchant, Bank SinoPac shall assist and, when in doubt, shall handle the matter in favor of the consumer.



12. Earmarking and Payment

- A. The Cardholder agrees that at the point of transaction, Bank SinoPac is authorized to earmark the amount payable within the maximum available balance of the designated debit account (the amount cannot be withdrawn or accessed by the Cardholder). The earmarked amount will be debited once the merchant or the acquiring institution requests the appropriate payment from Bank SinoPac.
- B. Should the merchant or acquiring institution fail to request payment from Bank SinoPac within 21 calendar days from the transaction date or for Individual Income Tax and assessed tax payments (such as house tax, land value tax, license tax, fuel costs, etc.), within 50 calendar days from the transaction date, Bank SinoPac reserves the right to release the earmarked amount. Once the earmarked amount is released and the merchant or acquiring institution subsequently requests payment, the Cardholder agrees that Bank SinoPac may debit the amount from within the maximum available balance of the designated debit account.
- C. To minimize the risk that the foreign exchange rate fluctuation leads to an insufficient amount of earmarked funds held by Bank SinoPac for payment, the Cardholder agrees that, for overseas transactions (including domestic transactions conducted via foreign websites), Bank SinoPac may initially earmark funds up to the maximum available balance within the Cardholder's designated debit account to cover the anticipated expenses or foreign withdrawals. In addition, Bank SinoPac may earmark an additional amount of up to five percent of the anticipated payable amount. The Cardholder will not be able to access or utilize these earmarked funds. Upon presenting a payment request by the merchant or acquiring institution to Bank SinoPac, Bank SinoPac will proceed with the debit payment of the owed amount. Any additional earmarked amount that has not been debited for payment should be released by Bank SinoPac.
- D. If the maximum available balance in the designated debit account is insufficient on the date of the intended debit, the Cardholder agrees that Bank SinoPac may earmark the maximum available balance of the designated debit account and may refuse to debit the account until the Cardholder has replenished the shortfall. Upon receiving notification from Bank SinoPac, the Cardholder agrees to replenish the shortfall promptly. Before the shortfall is replenished, Bank SinoPac may refuse to debit the amount from the balance of the designated debit account.

13. Authorization for Foreign Exchange Settlement in International Transactions

- A. All transactions conducted with the debit card shall be settled either in NTD or a mutually agreed foreign currency. If the transaction (including refunds) is not conducted in NTD, the Cardholder may choose to settle it either in a mutually agreed foreign currency or by converting the USD settlement amount provided by the international organization, or the original transaction amount, to its NTD equivalent at Bank SinoPac's prevailing interest rate two working days prior to the debit date. A foreign transaction service fee will be imposed, including a fee of 0.5% of the transaction amount charged by Bank SinoPac and a 1% fee charged by the international organization. Due to operational or industry-specific factors (e.g., hotels, airlines, car rentals, online transactions, etc.), the merchant requests payment may differ from the transaction date. Consequently, the exchange rate used for some transactions for clearing may vary from the rate on the day of the transaction (including payment and refund requests), and the Cardholder is responsible for bearing the risk of any foreign exchange rate difference.
- B. The Cardholder authorizes Bank SinoPac to act as their foreign exchange settlement agent within the territory of the Republic of China for all transactions conducted overseas using the card. Should the amount of exchange settlement payable by the Cardholder be the legal limit, the Cardholder must make payment in foreign currency for the amount that exceeds the legal limit.

14. Circumstances of Card Loss or Theft

- A. Should the Cardholder's debit card be lost, stolen, robbed, fraudulently acquired, or otherwise possessed by a third party not being the Client (hereinafter referred to as "Loss or Theft, etc."), the Cardholder shall promptly (within 24 hours from the time such event occurs) notify Bank SinoPac by phone or other means to initiate the card loss suspension procedure and pay a card replacement fee according to Bank SinoPac's latest published fee schedule. If deemed necessary, Bank SinoPac reserves the right to require the Cardholder to report to local police authorities within three days of receiving notice or notify Bank SinoPac in writing within ten days of initiating the loss report. The above-mentioned replacement fee may be subject to adjustment by Bank SinoPac; however, such adjustments shall be prominently disclosed on the business premises or the Bank SinoPac website.
- B. Upon completion of the loss suspension procedure, any loss arising from unauthorized use shall be borne by Bank SinoPac, except under the following conditions, where the Cardholder shall be responsible for the loss:
  - a. Unauthorized use was permitted or intentionally enabled by the Cardholder.
  - b. The Cardholder conspired with a third party or contracted merchant to falsify transactions.
  - c. The Cardholder intentionally or, with material negligence, disclosed the Cardholder's PIN or other ways to verify the identity of the Cardholder to a third party.
- C. Except under the following conditions, the Cardholder's liability for unauthorized transactions prior to the loss report shall not exceed TWD 3,000:
  - a. Unauthorized use occurring more than 24 hours after reporting the card loss.
  - b. The signature signed by the unauthorized user on the sales draft is visibly different to the naked eye from the signature of the Cardholder or identifiably different from the signature of the Cardholder had the due diligence of a good administrator been exercised.
  - c. The unauthorized user engages in a signature-exempt transaction at a contracted merchant, as permitted for transactions below a specific amount by Bank SinoPac, and it is confirmed that said the Cardholder did not initiate a transaction. There is no collusion between the Cardholder and the unauthorized user.
- D. If the Cardholder falls under any of the following conditions and Bank SinoPac can prove that it has exercised its full due diligence, the liability limits for unauthorized uses in the preceding provision do not apply:
  - a. The Cardholder is aware that his or her debit card has been lost or stolen but fails to notify Bank SinoPac promptly, or if the Cardholder has not notified Bank SinoPac of the card loss or theft twenty (20) days after the current payment deadline.
  - b. The Cardholder failed to sign the debit card, leading to unauthorized use by a third party.
  - c. The Cardholder did not provide requested documents by Bank SinoPac, refused to assist in investigations, or otherwise violated good faith principles after initiating the loss report.

- E. Losses from cash withdrawal, money transfers, and any transactions requiring the use of a PIN at automated terminals, and those from transactions conducted online using a PIN, shall be entirely borne by the Cardholder prior to reporting the card loss. The stipulation of a deductible shall not be applicable herein.
15. Card Reissuance, Replacement, and Renewal upon Expiration
- A. Should the Cardholder's debit card be lost or stolen, smudged, demagnetized, scratched, or no longer usable due to other reasons, Bank SinoPac may issue a new card upon the Cardholder's request and charge a fee as per its most recent fee schedule.
- B. The debit card shall take effect from the date of issuance and remain valid through the last day of the month, indicated as the expiration date on the card.
- C. If Bank SinoPac has not terminated the contract, it should notify the cardholder who has provided valid contact information for issuing a new card upon approaching the debit card's expiration date. Nevertheless, the Cardholder hereby agrees that, in the event of the termination, suspension, or unavailability of the debit card functionality, Bank SinoPac may, at its sole discretion, choose not to renew the debit card in accordance with considerations such as risk, security, the Cardholder's financial status, credit history, and repayment history. However, when the debit card expires, it may still function as a general bank card, notwithstanding being incapacitated for transactions requiring signature-based authorization. The Cardholder agrees to abide by and fulfill the terms and conditions stipulated in the deposit account agreement and the general bank card agreement.**
16. Offset and Discharge
- A. In the event Bank SinoPac claims all balance due against the Cardholder pursuant to Article 19 ("Loss of Benefits and Termination of Contract") herein, it shall have the right to redeem prematurely, within a necessary scope, all types of deposits (except for checking deposits) held by the Cardholder at Bank SinoPac, as well as any other receivables owed to Bank SinoPac. The prematurely redeemed funds may then be set off against the obligations owed by the Cardholder under this Agreement.
- B. Bank SinoPac shall notify the Cardholder in writing of its intent to execute a set-off, specifying the reasons, types, and amounts of set-offs, which shall be conducted in the following order:
- a. Obligations already due shall be offset first, followed by those not yet due.
- b. For set-offs involving deposits, those deposits with lower prevailing interest rates shall be offset first.
17. Amendments to the Agreement
- A. Should any amendment or addition/deletion be made to the terms of this Agreement, Bank SinoPac may notify the Cardholder either in writing or through electronic documents or noticeable announcements at Bank SinoPac's premises and official website as a substitute for notice. Should the Cardholder raise no objections within seven days hereafter, it shall be construed as acceptance of the amended or added/deleted terms. If the Cardholder has any objection, he or she shall notify Bank SinoPac to terminate the Agreement.**
- B. For any changes in the following matters, Bank SinoPac shall notify the Cardholder in writing or through pre-agreed electronic documents sixty days prior to the said change and shall clearly state the change items stated in specific wording and contain the clauses before and after the change, and inform the Cardholder that he/she may raise any objections before the change take effect. The cardholder's failure to raise any objection within said period shall be deemed as acceptance of the amended or added/deleted terms. Bank SinoPac shall also inform the Cardholder that, if they object to the said change, he/she shall notify Bank SinoPac to terminate the Agreement within the objection period and may request a prorated refund of the annual fee for the actual months the Card is held (months less than one full month shall not be counted):**
- a. Increases in the Cardholder's potential liabilities.**
- b. The manner in which the debit card is used and the procedures for lost, stolen, or destroyed cards.**
- c. Rights and obligations arising from the unauthorized use of the Cardholder's debit card by third parties.**
- d. The procedures for processing disputes concerning debit card transactions and important rules of international organizations regarding the rights and obligations of the Cardholder.**
- e. The duration and conditions for various benefits, privileges, or services provided to the Cardholder.**
- C. In the event that Bank SinoPac notifies the Cardholder of any changes to the Agreement pursuant to Paragraph 1 or Paragraph 2, and the Cardholder registers objections within the designated period and subsequently terminates the agreement, the following sections of the original Debit Card Agreement—Articles 1 through 6, Article 10, Article 16, and Articles 17 through 23—shall remain in full force and effect between Bank SinoPac and the Cardholder, necessitated by the ongoing requirements of agreement performance.**
18. Limitations on the Use of Debit Card
- A. Bank SinoPac may temporarily suspend the Cardholder's right to use the debit card for transactions without prior notice or reminder and shall promptly notify the Cardholder under any of the following circumstances. Meanwhile, Bank SinoPac reserves the right to withhold authorization of the Cardholder's transactions referred to in subparagraph 2 and may restrict or decline the Cardholder's use of the debit card of Bank SinoPac for the transactions referred to in subparagraph 2:
- a. The Cardholder, during the application, provided false information or submitted a falsified document, failed to sign the debit card, transferred possession of the card.
- b. If the Cardholder purchases high liquid assets, shops at the merchant where he is working with the debit card, consumers at high-risk merchants which are listed by the National Credit Card Center of the R.O.C. and international organizations, engages in multiple small transactions that are obviously unreasonable, or engages in transactions that are suspicious due to abnormal check time, locations, entries and amount, etc., which Bank SinoPac reasonably suspects, based on its assessment, that a transaction involves fictitious, fraudulent or fake transaction, or the transaction intending to convert money or gain unjust benefits, or any other obviously unreasonable circumstances.
- c. The Cardholder engages in fraudulent or fictitious transactions or other violations of the good faith principles, by himself or with other parties, to obtain cash or other profits with the debit card or other means in exchange for cash or benefits.
- d. The Cardholder intentionally, or due to material negligence, disclosed their password or other means of personal identification to third parties when using ATMs for withdrawals or conducting transactions through other means.
- e. The Cardholder fails to make payments for two consecutive periods

- f. Dedicated deduction account linked to the debit/credit card has been reported as a watch-listed account or the card owner has been reprimanded.
    - g. Bank SinoPac judges, based on its assessment, that the Cardholder engaged in other improper use of the debit card or suspects that the Cardholder's account is used improperly.
  - B. Bank SinoPac reserves the right to provisionally suspend the Cardholder's transactional privileges associated with the debit card, subject to prior notification or reminder, should the Cardholder encounter any of the following conditions without furnishing any valid reason:
    - a. The Cardholder fails to remit payment for a due installment.
    - b. The Cardholder exceeds the maximum transaction limit established for the designated debit account while using the debit card.
    - c. The Cardholder's primary property is subject to compulsory execution.
    - d. The Cardholder is under legal proceedings for tax-related matters or is criminally charged for property-related offenses.
  - C. Bank SinoPac may reinstate the Cardholder's right to use the debit card after the circumstances provided in Paragraph 1 or Paragraph 2 hereof cease to exist, the Cardholder provides a valid reason accepted by Bank SinoPac, or the Cardholder settles his/her outstanding debts.
19. Acceleration and Termination of Contract
- A. In the event the Cardholder commits any action set forth in Paragraph 1 of the preceding Article or, upon the termination of this Agreement, Bank SinoPac shall deem the Agreement to have fully matured without a prior notice or reminder.
  - B. Should the Cardholder commit any action mentioned in Paragraph 1 of the preceding Article, Bank SinoPac shall have the right to deem the Agreement as having fully matured following prior notice or reminder. This clause shall apply if the Cardholder is deceased.
  - C. The Cardholder may notify Bank SinoPac at any time to terminate this Agreement. Nevertheless, the termination of this Agreement with Bank SinoPac does not take effect unless the Cardholder notifies Bank SinoPac or does so with a written notice in the manner specified by Bank SinoPac.
  - D. In cases where the Cardholder commits any action outlined in Paragraph 1 or 2 of the preceding Article, or the debit card has expired, Bank SinoPac may terminate the Agreement with a written notice to the Cardholder.
  - E. In addition to the aforementioned circumstances, Bank SinoPac may also terminate this Agreement by giving a written notice to the Cardholder under the following conditions, which are subject to individual negotiations:
    - a. If, based on risk or security concerns of the debit card held by the Cardholder, the Cardholder has made no transactions for over two years consecutively, Bank SinoPac may terminate this Debit Card Agreement with a thirty-day prior notice in written or by email or SMS.
    - b. The Cardholder agrees that, in the event of termination of the partnership agreement between Bank SinoPac and the co-branded/affinity card organization for which the Cardholder has applied, Bank SinoPac not only reserves the right to cancel said co-branded/affinity card but may also, subsequent to providing notice via written communication or email but receiving no objection from the Cardholder, issue another Bank SinoPac debit card to the Cardholder. The Cardholder agrees that this Agreement shall continue in full force and effect and that he/she shall remain in compliance herewith. Should the Cardholder possess any Bank SinoPac debit cards other than the aforementioned co-branded/affinity card, Bank SinoPac may opt to forgo the issuance of a new card and terminate the original co-branded/affinity card agreement.
    - c. The Cardholder is a minor student or has been declared under guardianship or assistantship after card issuance. The Agreement may be terminated by their parents, legal guardians, curators, or statutory agents via written notice to Bank SinoPac.
    - d. If the Cardholder is convicted in a criminal case leading to imprisonment or forfeiture of primary property, Bank SinoPac may terminate the Agreement upon giving written notice.
  - F. Following the termination or dissolution of this Agreement, the Cardholder shall cease using all debit cards (including those not yet expired). It may apply to Bank SinoPac for a regular bank card.
  - G. After the termination of this Agreement, upon settling all outstanding debts, the Cardholder may request the Payment Clearance Certificate from Bank SinoPac, subject to a processing fee as per Bank SinoPac's prevailing fee schedule.
20. Electronic Billing Statement
- A. The Cardholder agrees to the scope of service provided by Bank SinoPac's electronic billing statement, which, in addition to the transaction details of the debit card, will also include updates on recent activities and Cardholder services. Bank SinoPac assumes no additional obligations nor any liability for damages in relation to the provision of this service.
  - B. The Cardholder consents to receiving the electronic billing statement at the designated email address. Should the Cardholder have any questions regarding the contents of the electronic billing statement, he/she may inquire with Bank SinoPac.
  - C. The Cardholder may terminate the electronic billing statement service at any time. Bank SinoPac reserves the right to suspend or terminate the service without further notice under any of the following conditions:
    - a. All Bank SinoPac debit cards the Cardholder holds are deactivated with no outstanding balances.
    - b. The Cardholder applies for or uses the electronic billing statement service for illegal purposes or in an unlawful manner.
    - c. Bank SinoPac has a reasonable belief that the Cardholder is misusing the electronic billing statement service.
    - d. The Cardholder has violated any terms of the Debit Card Agreement.
  - D. Bank SinoPac may suspend or temporarily discontinue the electronic billing statement service under any of the following circumstances and will endeavor to provide advance notice:
    - a. During essential maintenance of the electronic communication equipment related to the electronic billing statement.
    - b. In the event of sudden failures in electronic communication equipment or systems provided by Bank SinoPac's partner vendors.
    - c. When force majeure events or natural disasters, prevent the normal provision of the electronic billing statement service.
  - E. The Cardholder shall observe all relevant laws and regulations of the Republic of China as well as generally accepted Internet usage protocols and shall not undertake any actions intended to intrude upon or disrupt the normal operations of any systems, hosts, or servers on the Internet, nor violate public order, good morals, or applicable laws.
21. Governing Law
- A. The Agreement shall be governed by the laws of the Republic of China.
  - B. When a claim or debt arises under the agreement, the essential elements for any legal action thereof, the validity and methods of the legal action shall be governed by the laws of the Republic of China.
22. Outsourcing of General Business Operations

- A. The Cardholder agrees that, if deemed necessary, Bank SinoPac may commission suitable third parties or cooperate with member institutions of the international organizations to engage in billing and payment operations, data processing operations, or other operations that may be outsourced as approved by the competent authority.
  - B. Where Bank SinoPac has outsourced its business operations according to the preceding paragraph, Bank SinoPac shall urge and ensure that outsourced service providers thoroughly observe the confidentiality provisions set out in the Banking Act and other applicable regulations without disclosing relevant information to third parties.
  - C. When an outsourced service provider commissioned by Bank SinoPac violates the Personal Information Protection Act, which leads to the personal information of the Cardholder being illegally gathered, processed, or utilized, or the rights of the Cardholder being otherwise infringed, the Cardholder may seek joint and several liabilities for damages from both Bank SinoPac and the outsourced service provider in accordance with the Civil Code, the Personal Information Protection Act or other applicable regulations.
23. Other Agreed Matters
- A. Any matters not specified in this Agreement or other exhibits shall be subject to further mutual agreement between the Parties.
  - B. The Cardholder agrees that Bank SinoPac may transfer, in part or in full, the rights and obligations arising from this Agreement to a third party and notify the Cardholder of or publicly announce the transfer per the law.
  - C. Except for notifications that shall be made in writing or in a specific manner as stipulated by law or by this Agreement, Bank SinoPac may notify the Cardholder the following through the email address or SMS or push notifications of mobile apps provided by the Cardholder:
    - a. Amendments to the Debit Card Agreement.
    - b. Guidelines on the use, loss, theft, or destruction of the debit card; the rights and obligations concerning unauthorized usage of the debit card; dispute resolution mechanisms for transaction charges; important regulations of international organizations; the duration and terms and conditions applicable to benefits, privileges, or services provided to the Cardholder
    - c. Termination of co-branded cards, affinity cards, or merchant cards; issuance of new cards in the event of Bank SinoPac's spin-off, merger, or asset transfer of the debit card.
    - d. Notification for inactivity for more than two years of postcard collection.
    - e. Promotional messages related to debit card services or activities.
    - f. Daily transaction alerts.

For items b, d, and e above, SMS notifications may also be sent via mobile phone.
  - D. For Bank SinoPac-issued debit cards with additional stored-value card functionalities, rights, and obligations related to the stored-value card functionalities shall be governed by the agreement between the Cardholder and Bank SinoPac regarding said functionalities.
  - E. For corporate debit cards, the terms and conditions of Bank SinoPac's special agreement shall apply when the debit card agreement is inapplicable or has not been mutually agreed upon.
24. Court of Jurisdiction
- In the event of any litigation arising from this Agreement, both parties agree that Taiwan Taipei District Court shall serve as the court of first instance. Nevertheless, this does not exclude the applicability of Article 47 of the Consumer Protection Law or Article 436-9 of the Code of Civil Procedure on small claim court.

#### **【 Bank SinoPac's Procedure for Resolution of Disputed Billings of Debit Cards 】**

Important matters that require the cooperation of the Cardholder for the procedures of Bank SinoPac Co., Ltd. (hereinafter "Bank SinoPac") for claims for disputed billings (hereinafter "Procedure for Resolution of Disputed Billings") against MasterCard International Inc. (hereinafter "International Organization") are summarized as follows:

1. The term "products or services not provided" refers to instances that reserved products are not transferred by the designated store, or when the quantity is not correct, or when cash is borrowed in advance from automated equipment without receiving the money or if the quantity is not correct.
2. If products or services are not provided, the card owner should contact the store to attempt to resolve the dispute. If not resolved, the cardholder may gather relevant evidence and apply for dispute resolution with Bank SinoPac within 15 working days before the dispute account deduction deadline. However, if the disputed transaction appears on the credit card bill as "XXX (electronic payment name) TWQR cross-institutional shopping transaction", the cardholder should request dispute resolution from the electronic payment institution first.
3. The cardholder may apply to the card issuer for dispute over the billing amount of same transaction one time only. Regarding the chargeback of the disputed billing amount for products or services not provided, the deadlines of respective international credit card organizations are as follows:
  - A. In cases where the goods have not been received, the claim must be filed within 120 calendar days starting from the transaction settlement date or the mutually agreed delivery date.
  - B. If services are not provided:
    - a. For one-time service, the claim must be filed within 120 calendar days starting from the transaction settlement date or the mutually agreed service provision date.
    - b. The service discontinues (not one-time services), the claim must be filed within 120 calendar days starting from the transaction settlement date or when the merchant fails to provide the service. However, the retrospective period may not exceed 540 calendar days from the transaction settlement date.
4. The term "transaction settlement date" refers to the date the acquiring institution delivers the transaction data to the settlement organization for data processing. Cardholders may contact Bank SinoPac for details concerning each transaction's settlement date.
5. The "Procedure for Resolution of Disputed Billings" shall be governed by the detailed regulations established by the International Organization. For Procedure for Resolution of Disputed Billings, the International Organization retains the ultimate authority to draft or amend rules, present interpretation, and arbitrate disputes between member institutions. Consequently, initiating a dispute claim does not necessarily guarantee that the cardholder will be refunded or that the unpaid installments will be waived.
6. If the Cardholder purchases with a fulfillment period exceeding the terms stipulated by the International Organization, the Cardholder will not be able to resolve such disputes through the International Organization once that period has elapsed. Consequently, Cardholders should prudently assess the risk of such goods/services' unavailability before purchase.
7. Should the Cardholder seek arbitration for the disputed charges through Bank SinoPac to the International Organization. Pursuant to the provisions of the international organization, if the arbitration result is in favor of the cardholder, the cardholder is not required to bear all or part of the arbitration

processing fee; if the arbitration result is not in favor of the cardholder, the cardholder is required to pay an arbitration processing fee of USD 500 to Bank SinoPac, which will be converted into NTD according to the exchange rate on the clearing date.

#### **XVIII. Agreement on Phone Banking and Online Customer Service -**

1. Scope of Services
  - A. Procedures for Fund Transfer of Relevant Accounts:

This includes various transactions in respect of the New Taiwan Dollar and foreign exchange business, restricted to the services approved by the competent authority for Bank SinoPac. Such transactions shall not require supportive documentation. In cases where transactions cannot be processed due to system issues or other reasons, the Client must personally visit Bank SinoPac branches to complete the transaction.
  - B. Inquiry services on non-discretionary money trust investment in domestic and foreign funds and foreign Exchange Traded Funds (ETFs)/stocks.
  - C. Additional Services:

Requests for bank statements or proof of deposits, applications for automatic rollover or interest transfer of Time Deposits, updates of contact details, inquiries for account balance, and other services as approved by competent authorities.
  - D. When utilizing Bank SinoPac's phone banking and online customer service, the Client agrees to pay the stipulated service and postal fees, which shall be directly deducted from the designated account of the Client.**
  - E. Any of the aforementioned services, if mandated by law to be conducted in writing, shall take effect only upon the Client's completion of the requisite written procedures.
2. Phone Banking Password
  - A. The Client may either set their password or acquire the password via a "Phone Banking Password Letter" generated by Bank SinoPac. The Client must activate the phone banking function in accordance with the instructions provided in the Password Letter. Failure to activate the password within one month from the date of application will result in the automatic expiration of the Password Letter, necessitating a new application.
  - B. The phone banking password should not consist of sequential numbers and must differ from the previous password. If the Client does not change the password for over one year, a prompt will be issued during his/her next login into the voice system.
  - C. For security concerns, if the phone banking password is not utilized within five years from the date of application, it will automatically expire and must be reapplied for at the counter.**
3. For the service stated in Section 1 of this Agreement, except for specific service items instructed by Bank SinoPac or as mandated by law, which require verification of the Client's phone banking password, SMS OTP, or online banking credentials, Bank SinoPac can proceed directly as per the Client's instruction after confirming the basic details like the name, account number, ID number, date of birth and other recent transaction information. Once the service item is completed, it can be inquired via phone or online to confirm its success. Transaction details can also be requested via the voice system over the phone, online customer service, or by updating passbooks at Bank SinoPac branches.
4. The Client agrees that, when receiving phone banking service and online customer service, Bank SinoPac has the right to electronically record or videotape all service interactions, transaction records, conversations, and video content. Within the scope permitted by law, these recordings can be presented in court or through other formal processes as evidence related to any transactions. Recordings and video content shall be retained for a minimum of five years unless otherwise stipulated for a longer duration."
5. If the Client enters the phone banking password incorrectly thrice, Bank SinoPac reserves the right to deem the corresponding password invalid and cancel it. Once the password is canceled, the Client must reapply for a new password with Bank SinoPac to use the service; If the Client enters SMS OTP incorrectly three consecutive times while using online customer service, Bank SinoPac has the right to suspend the Client's use of SMS OTP for identity verification of online banking service. The Client will need to apply to Bank SinoPac to restore this service before he/she is able to employ SMS OTP to verify the identity.
6. The Client, if wishing to discontinue using the phone banking service or online customer service, shall visit and complete the cancellation procedures either at Bank SinoPac branches or through its call center.
7. The Client shall only utilize this service for the data of their own account and must securely store all obtained data and refrain from any inappropriate actions such as deliberate damage or unauthorized transfers.
- 8. Bank SinoPac reserves the right to decline Client's transaction instructions that are incomplete, incorrect, or not in compliance with Bank SinoPac's procedures. The Client shall be solely liable for any losses incurred as a result thereof.**
- 9. If the Client attempts to exploit this service in violation or circumvention of legal provisions, Bank SinoPac has the right to decline or revoke the Client's access. The same applies to the Client who demonstrates poor creditworthiness or is deemed to be at risk of defaulting on obligations.**

#### **XIX. Online Banking Service Agreement - The Terms of Service have been carefully reviewed by the Client in a reasonable period (at least five (5) days)**

**(If the Terms of Service are inconsistent with the content of the "Account Opening General Agreement" when using the Online Banking Service, The Terms of Service shall prevail.)**

##### **【Online Banking】**

1. Banking Information
  - A. Bank name: Bank SinoPac**
  - B. Complaint and Client Service Hotline: (02)2505-9999**
  - C. Website: <https://mma.sinopac.com>**
  - D. Address: No.36, Sec. 3, Nanjing E. Rd., Zhongshan Dist., Taipei City**
  - E. Fax No.: (02)2191-1009**
  - F. Email: [bankservice@sinopac.com](mailto:bankservice@sinopac.com)**
2. Scope of the Terms of Service

This Terms of Service is a general agreement for online banking **services (including Online Banking services such as MMA, mobile banking APP, DAWHO APP, DACARD payment website, DACARD APP, etc.)**. It is subject to this Terms of Service unless otherwise agreed in individual contracts. Individual contracts shall not conflict with this Terms of Service. However, if the individual contract is more favorable to the protection of the applicant, the individual contract shall prevail. In case of doubt, this Terms of Service shall be construed in favor of the consumer.
3. Definitions
  - A. "Online Banking Service": Refers to the various financial services provided by Bank SinoPac to its Clients through the Client's computer or electronic



equipment connected to Bank SinoPac's computer by Internet, without the Client having to approach bank counters personally.

- B. "Electronic Document": It refers to the text, sound, picture, image, symbol, or other information transmitted by Bank SinoPac or the Client via an 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.
- C. "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.
- D. "Certificate": It refers to an electronic certificate containing signature verification information to be used to confirm the identity and qualification of the signatory.
- E. "Private Key": It refers to the paired digital data that the signatory keeps to create a digital signature.
- F. "Public Key": It refers to the paired digital data that is disclosed to the outside world to verify the digital signature.
- G. "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 Client's identity when the Client logs on to the website and can be changed by the Client on the website. This password should be used with the Client's ID number and User ID to log in to the website to use Bank SinoPac's services.
- H. "User ID": It refers to a User ID 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 with the Client's ID number and Online Password to log in to the website to use Bank SinoPac's services.
- I. "SMS-OTP Security Control Mechanism": Refers to the mechanism where the Client receives a set of SMS-OTP (six digits in total) to the Client's registered mobile phone every time the Client applies for verification in order to engage in transactions or services. The Client is required to enter the verification code to authenticate the online transaction or service in order to ensure the security of the online transaction. For more information about this security control mechanism, please visit the website of Bank SinoPac.
- J. "Display Card Password Security Mechanism": On each application for verification, in order to engage in transactions or services, the Client has to press the Display Card to display a set of Display Card Password (6 digits). The Client is required to enter the verification code to authenticate the online transaction or service in order to ensure the security of the online transaction. For more information about this security control mechanism, please visit the website of Bank SinoPac.

#### 4. Webpage Confirmation

- A. Before using online banking, the Client must confirm the correct website address of the online banking; if there are any questions or doubts, please call the Client service(02-2505-9999)/branch in the area for inquiries.
- B. Bank SinoPac shall inform the Client of the risks of the online banking application environment in a manner that is understandable to the general public.
- C. Bank SinoPac shall exercise the due care and diligence of a prudent businessperson to maintain the accuracy and security of the website at all times and keep an eye out for forged websites in order to avoid any damage to Client's rights.

#### 5. Scope of Services

Bank SinoPac's services are limited to those approved by the competent authorities. The Client can use online banking for (1) Inquiries on deposits, loans, trust, gold and other accounts (including all existing and future deposit, loan, trust and gold accounts); (2) New Taiwan Dollar fund transfer; (3) Time deposit transactions; (4) New Taiwan Dollar and foreign currency transfer/exchange; (5) Loan application and registration; (6) cross-border remittance and Visa Direct services; (7) mutual funds, securities, and other trust services; (8) gold account services; (9) credit card functions; (10) debit card functions; (11) personalized functions; (12) tax and fee payment; (13) foreign exchange settlement; (14) other services agreed by Bank SinoPac.

However, if the above-mentioned Online Banking 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 that the service items are subject to the service items provided on Bank SinoPac's online banking services, and there is no need to apply item by item. The business application form provided by Online Banking is regarded as a part of this Terms of Service and has the same effect as this agreement.

**Bank SinoPac shall ensure that the information presented on the online banking website is correct, and its obligations to consumers shall not be less than that to the website's content. The services stipulated in this Terms of Service 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.**

#### 6. Network Used for the Connection

Bank SinoPac and the Client agree to use the Internet to transmit and receive 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.

#### 7. Receipt of and Response to Electronic Documents

**Upon receiving 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 an unidentifiable 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 that the content is not identifiable by telephone, writing, email, or other mutually agreed means.**

#### 8. Non-execution of Electronic Documents

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

- A. There are specific reasons to doubt the authenticity of the electronic document or the correctness of the specified matters.
- B. Bank SinoPac's handling in accordance with the electronic documents will violate relevant laws and regulations.
- C. 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.

9. 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 Paragraph 1. 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 pages in accordance with the regulations of individual transactions. The exception is 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.
10. Fees
- From the date of using the service under this Terms of Service, 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 not specified on the said standards/announcements.
- Upon adjustment of the fee referred to in the preceding paragraph upon conclusion of this Terms of Service, if any, Bank SinoPac shall post the adjustment prominently on Bank SinoPac's website and inform the Client of the content of the adjustment ( hereunder "Notice" ) via phone, in writing, by emails or other manners agreed by the parties.**
- Where the fees are raised upon the adjustment referred to in Paragraph 2, Bank SinoPac shall provide the Client to select whether the Client agrees to the raise on the website. If the Client does not agree to the raise prior to the effective date of adjustment, Bank SinoPac will suspend the Client's online banking services, in whole or in part, from the valid date of adjustment. Where the Client agrees to the raise after the valid adjustment date, Bank SinoPac shall resume the services under this Terms of Service immediately. The announcement and the notice of the raise referred to in the preceding paragraph shall be made within 60 days prior to the valid date of adjustment, and the valid date of adjustment shall be no earlier than the first date of the following year after the announcement and the notice.**
11. Client Software and Hardware Installation and Risk
- The Client shall install the required computer software, hardware, and other security-related equipment at their own expense when applying for the services under this Terms of Service. **The Client bears installation costs and risks.**
- If the software and hardware equipment and related documents specified in Paragraph A 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 Terms of Service, 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 Terms of Service.
12. 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 ID, 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 five consecutive times, Bank SinoPac's computer shall automatically stop the Client from using the service under this Terms of Service. If the Client intends to resume using the service, he or she shall follow the relevant procedures.**
13. 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 completion date 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 a mutually agreed manner within 45 days of the date of receipt.**
- Bank SinoPac shall immediately investigate the Client's notice 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.**
14. Handling of Electronic Document Errors
- Bank SinoPac shall assist the Client to correct any errors in the electronic documents for the Client's use of the service under this Terms of Service, 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 notify the Client by an electronic document or a method agreed by both parties.
- If the Client uses the service under this Terms of Service 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:
- Provide the details and relevant information of the said transaction in accordance with relevant laws and regulations.
  - Notify the inward transferring bank to assist in processing.
  - Report processing situation.
15. 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 ID, password, certificate, or private key or any other circumstances are not legally authorized, Bank SinoPac and the Client shall immediately notify the other party by phone, writing, email or mutually 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 are any of the following situations:

- A. Bank SinoPac can prove that the Client is intentional or negligent.
- B. It is more than 45 days after Bank SinoPac notifies the Client of verifying 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.

16. Information System Security

Bank SinoPac and the Client shall ensure the security of their information systems 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.

17. Confidentiality Obligations

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 Terms of Service will not be leaked to third parties, or used for purposes unrelated to this Terms of Service. 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.

If the third party specified in the preceding paragraph does not comply with this confidentiality obligation, it shall be deemed a breach of the Client's obligation.

18. 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 Terms of Service that is attributable to one of the parties, causing the other party to suffer damages, the former party shall be liable for damages incurred by the other party.

19. Record Retention

Bank SinoPac and the Client shall retain electronic document records of all transaction instructions (including e-finance) and ensure their authenticity and integrity.

Bank SinoPac shall exercise due care and diligence in retaining 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, more than five (5) years after the credit card for credit card contracts is deactivated and fully paid off, or revoked, and permanent for the master agreement of a trust contract and the first KYC; the remaining trust-contract related documents shall be kept for 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.

20. 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 Terms of Service 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.

21. Client's Termination of Service

The Client may terminate the Terms of Service at any time but shall do so in person, in writing, or by mutually agreed means.

22. Bank's Termination or Suspension of Services

- A. Bank SinoPac may terminate this Terms of Service by giving the Client a 30-day prior written notice.

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

- a. The Client transfers the rights or obligations of this Terms of Service to a third party without the consent of Bank SinoPac.
- b. The Client claims bankruptcy under the Bankruptcy Law or reorganization or liquidation under the Consumer Debt Clearance Act.
- c. The Client violates the legal authorization and responsibility for electronic documents and the security and confidentiality obligations of the information system under the Terms of Service.
- d. The Client violates other stipulations of the Terms of Service and fails to fulfill the request to improve after a reminder or a deadline.
- e. 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.

- B. 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.

- C. Should the Client, upon agreeing upon an exchange rate with Bank SinoPac, fail to fulfill or cancel the transaction, resulting in a foreign exchange loss to Bank SinoPac, Bank SinoPac may suspend all of Client's application processes in online banking services, seek compensation from the Client and is authorized to deduct the corresponding amount and fees from the Client's pre-designated account.

(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 request a paper copy from Bank SinoPac's staff at the business premises.)

23. Revision of Terms of Service

The services stipulated under the Terms of Service have been duly announced at the business premises of Bank SinoPac and on the official website of Bank SinoPac.

In the event of any modification, addition, or deletion to this Terms of Service, 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. If the Client does not object to such modification, addition, or deletion within Seven (7) days commencing with Bank SinoPac's notice thereof, the Client shall be deemed to accept such modification 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. It will be deemed to have acknowledged the contract's modification, addition, or deletion if the Client does not object within the period, which 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 Terms of Service within the objectionable time of the preceding paragraph:

- A. The means for Bank SinoPac or the Client to notify the other party in case a third party uses or steals the User ID, password, certificate, private key, or any other unauthorized circumstances.
- B. Other matters stipulated by the competent authorities.

#### 24. Service of Documents

The Client agrees that the current address stated in the related account-opening documents at the time of signing the "Account Opening General Agreement" or "Credit Card Application" will be the mailing address for delivery of relevant correspondence. Any change in the address can be processed as follows:

- A. The Client shall bring his/her original ID card or use the palm vein agreed with Bank SinoPac (if the Client is a company or a business firm, it should provide its registered information of establishment and the ID card of its responsible person/representative) to the counter of Bank SinoPac.
- B. The Client may contact Bank SinoPac's Customer Service Center, whereupon a dedicated representative's verification of the phone banking password will be required before processing the address change.
- C. The Client may apply for the address change via online banking in accordance with the procedures designated by Bank SinoPac.

The Client agrees to use the updated address as the delivery destination. Should the Client fail to notify Bank SinoPac of the address change in the aforementioned mutually agreed manner, Bank SinoPac will continue to recognize either the address provided in the initial account-related documentation or the most recent address informed to Bank SinoPac as the designated delivery destination.

#### 25. Applicable Law

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

#### 26. Court Jurisdiction

Regarding any dispute arising from this Terms of Service, Bank SinoPac and the Client agree that the court of first instance should be the local court where Bank SinoPac'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.

#### 27. Titles

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

#### 28. Separate Safekeeping

The Client hereby consents that this Credit Facility Agreement will be provided and received by Bank SinoPac through electronic channels or other mutually agreed methods, and such provision shall be considered identical to the delivery of physical documents. Furthermore, the Client agrees that the data saved or printed by Bank SinoPac shall serve as evidence of the borrowing agreement between the parties. The Client also acknowledges that all electronic documents related to the trust deed and pertinent information webpages provided by Bank SinoPac are for the Client's review and download, acting in lieu of physical document delivery. Subsequent to this, the Client may access, download, and print the contents of the contract documentation online at any given time.

The aforementioned electronic channels refer to notifications via electronic mail, online banking, mobile banking, or other mutually agreed electronic channels.

#### 29. Use and Management of Certificates

The Client shall pay his/her fee to the certificate agencies for the renewal issues of the certificate through the relevant exclusive websites of the certificate agencies or the relevant websites mutually agreed upon when the certificate's validity expires. **The Client authorizes Bank SinoPac to deduct such fees from the Client's deposit account in Bank SinoPac according to the notice from the certificate agencies.**

If the need to apply for the revocation of the certificate is due to the damage, the loss, the misappropriation of the private key, or the termination of this service, the Client should deal with the revocation and other related procedures through the certificate agencies

#### 30. Transaction and Service Modes

The Client's use of online banking services should be conducted in the following ways:

- A. The Client should bring his/her original ID card or use the palm vein agreed with Bank SinoPac (if the Client is a company or a business firm, it should provide its registered information of establishment and the ID card of its responsible person/representative) to the counter of Bank SinoPac to apply for online banking services and get the "Online Banking Password Letter." Then, use the ID number, User ID, and online password to log in to the website of Bank SinoPac and set his/her User ID and online network passwords after the first login. Afterward, the Client could use the various services on the website through his/her ID numbers, User ID, and online password.  
If the Client getting the initial "Online Banking Password Letter" in the above manner does not complete the password change procedure to enable the password within one month from the date of the application, the Letter will automatically expire, and re-application is required for the Password.
- B. Should the Client apply for a digital deposit account and simultaneously online banking services, or should the Client independently apply for online banking services via the Internet, he/she may utilize: (1) the chip bankcard issued by Bank SinoPac to apply for online banking services at Bank SinoPac's automated facilities (online ATM); (2) the credit card issued by Bank SinoPac to apply for online banking services; (3) the electronic mail address and mobile phone number for SMS previously mutually agreed between Bank SinoPac and the Client to apply for online banking services, with the Client personally setting up their online banking User ID and Online Password.
- C. The Client who apply for "Pocket Money" credit loan and then have signed the contract can apply for online banking services via Internet, he/she may utilize: the electronic mail address and mobile phone number for SMS previously mutually agreed between Bank SinoPac and the Client to apply

for online banking services, with the Client personally setting up their online banking User ID and Online Password.

D. The aforementioned User ID and Online Password settings are as follows :

- a. User ID: The User ID should comprise 6 to 20 alphanumeric characters. The User ID shall not match your ID Number or Online Password or user-obvious information (e.g. cell phone number, e-mail account number, credit card number, deposit account number, etc.). Uppercase and lowercase alphabetic characters are discerned as distinct entities and spaces, as well as various symbols, are strictly prohibited. Furthermore, the input of more than four consecutive (included) or identical numbers or letters is not permissible.
- b. Online Password: Online Password should comprise 6 to 20 alphanumeric characters. The Password shall not match your ID Number or User ID or user-obvious information (e.g. cell phone number, e-mail account number, credit card number, deposit account number, etc.). Uppercase and lowercase alphabetic characters are discerned as distinct entities and spaces, as well as various symbols, are strictly prohibited. Furthermore, the input of more than four consecutive (included) or identical numbers or letters is not permissible.
- c. When the Client updates their user ID or online banking password, upon successful completion, the system will disable all existing quick login settings (Fingerprint/Face Recognition/Image Password) on the registered devices. To reactivate these settings, the Client must reconfigure quick login within the app. If the original user ID or online banking password is entered incorrectly five consecutive times during the update process, the Client will be required to re-login to the online banking service to ensure the security of their account and to continue using the services.

E. SMS OTP Service

- a. The Client hereby consents and authorizes using the mobile phone number registered with Bank SinoPac to apply for the SMS OTP service as verification for transactions or service applications. The Client acknowledges that receiving and entering the SMS OTP via the aforementioned mobile number equates to the actions of the Client.
- b. Applying for SMS OTP/Display Card OTP is a security mechanism for low-risk transactions or services via online banking. Specifically, for "Transfers to Non-Designated Accounts," the amount per transaction must not exceed NTD 50,000, the cumulative amount on any given trading day must not exceed NTD 100,000, and the monthly cumulative amount must not exceed NTD 200,000. These amounts are aggregated based on the Client's ID number. Nevertheless, any other agreement, if any, between both parties shall prevail.
- c. The SMS OTP, sent via SMS to the Client's registered mobile number each time a non-designated transfer is conducted, is a one-time password with a specific validity period to ensure the safety of the Client's electronic transactions. If the SMS OTP is incorrectly entered three times, the SMS OTP service will be automatically suspended, and the Client must then visit Bank SinoPac for reapplication.
- d. The Client may only set up one mobile phone number to receive the SMS.
- e. Client must safeguard the mobile phone number registered for the SMS OTP service. In the event of loss or any risk of unauthorized usage of the aforementioned mobile number, the Client must either change the SMS mobile number with Bank SinoPac or ensure that the Client uses the original SMS mobile number before utilizing the SMS OTP service.

F. The Client shall apply for Internet certificate management software and follow the procedures instructed by Bank SinoPac to register the certificate of his/her public key with the certifying authority. Once the certificate registration is complete, the Client may conduct transactions via electronic messages containing digital signatures.

G. Transaction Limits

- a. **Transfers to Non-Designated Accounts: The current limit per transaction is stipulated at TWD 50,000 with a daily cumulative limit of NTD 100,000 and a monthly cap of NTD 200,000, calculated based on the Client's ID number. Any other agreement, if any, between both parties shall prevail.**
- b. **Transfers to Designated Accounts: The current limit per transaction is stipulated at TWD 2,000,000 with a daily cumulative limit of NTD 2,000,000. Any other agreement, if any, between both parties shall prevail.**
- c. **Other relevant terms and restrictions shall be subject to Bank SinoPac's "Standard Tariff and Announcement" for digital financial services."**

31. Service Suspension or Interruption

**Bank SinoPac may suspend or interrupt all or part of the service after prominently notifying the Client on the website in advance, except in the following circumstances:**

- A. When system equipment must be maintained immediately for any reason;**
- B. The system service is interrupted due to the condition of the telecommunication service connected to this system.**
- C. The system cannot be implemented due to natural disasters and other force majeure factors;**
- D. Other reasons not attributable to this website;**
- E. Other emergencies that cannot be notified in advance.**

**If the Bank is unable to process services in accordance with the instructions due to the aforementioned conditions, and SinoPac Bank has provided timely assistance without causing any damages to the customer, SinoPac Bank shall not be held liable in any capacity.**

32. Notices

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

**33. Handling of Consumer Disputes**

**In order to protect the Client's rights and interests, when the Client has 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 Terms of Service. After accepting the complaints, Bank SinoPac will assign specific personnel to clarify the reasons with the Client and will reply to the handling results to the Client.**

**【MMAb2c Services Agreement】**

**I hereby apply for online 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, 【MMAb2c Services Agreement】 , shall be reviewed in detail by the Client within reasonable time (for at least five days).**

(If the terms of this Agreement conflict with those of the "Account Opening General Agreement", the provisions of this Agreement shall take precedence.)

**1. Bank Information**

**A. Taiwan Customer 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

**B. 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

**C. 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

**D. 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

**2. Scope of the Terms of Service**

This agreement is a general agreement for online 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. The membership privileges applied for by the customer at the bank are only applicable to the aforementioned online banking services. In case of doubt, this agreement shall be construed in favor of the consumer.

**3. Definitions**

- A. "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.
- B. "Electronic Document": It refers to the text, sound, picture, image, symbol, or other information transmitted by Bank SinoPac or the Client 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.
- C. "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.
- D. "Certificate": It refers to an electronic certificate containing signature verification information to be used to confirm the identity and qualification of the signatory.
- E. "Private Key": It refers to the paired digital data that is kept by the signatory to create a digital signature.
- F. "Public Key": It refers to the paired digital data that is disclosed to the outside world to verify the digital signature.
- G. "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.
- H. "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.

**4. Webpage Confirmation**

Before using online banking, the Client must confirm the correct website address of the online banking; if there are any questions or doubts, please call the customer service/branch in the area for inquiries. Bank SinoPac shall inform the Client of the risks of the online 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 the Client's rights.

**5. Service Items**

Bank SinoPac's services are limited to those approved by the competent authorities. Customers can use online 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 above-mentioned 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 that the service items are subject to the service items provided on Bank SinoPac's online 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 online 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.**

**6. 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.

**7. 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.

8. Non-execution of Electronic Documents

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

- A. There are specific reasons to doubt the authenticity of the electronic document or the correctness of the specified matters.
- B. Bank SinoPac's handling in accordance with the electronic documents will violate relevant laws and regulations.
- C. 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.

9. 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.

10. 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 "Standard Tariff and Announcement" 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 the Client. 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.**

11. Customer Software and Hardware Installation and Risk

Customers 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.

12. Customer'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.**

13. 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.**

14. 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:

- A. Provide the details and relevant information of the said transaction in accordance with relevant laws and regulations.
  - B. Notify the inward transferring bank to assist in processing.
  - C. Report processing situation.
15. 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:

  - A. Bank SinoPac can prove that the Client is intentional or negligent.
  - B. 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.
16. 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.
17. User Service Application and Agreement
  - A. Cross-regional Clients who apply to Bank SinoPac (including overseas regions) for the customer 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.
  - B. 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 :
    - a. Unless otherwise instructed by the remitter, the remittance will be paid in the legal tender of the country where the payment is made.
    - b. Bank SinoPac is not responsible for obtaining receipts from the payee.
    - c. 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.
  - C. 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.
  - D. 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.
  - E. 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 C and D, Article 18.
  - F. 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.
  - G. 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.
  - H. The Head Office of Bank SinoPac in Taiwan is supervised by the Financial Supervisory Commission(FSC).
18. Confidentiality Obligations
  - A. 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.
  - B. 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.
  - C. 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).

D. 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.

19. 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.

20. 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.

21. 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.

22. Customer'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.

**23. Bank's Termination or Suspension of Services**

**A. 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:**

- a. The Client transfers the rights or obligations of this agreement to a third party without the consent of Bank SinoPac.**
- b. The Client claims bankruptcy under the Bankruptcy Law or claims reorganization or liquidation under the Consumer Debt Clearance Act.**
- c. The Client violates the legal authorization and responsibility for electronic documents and the security and confidentiality obligations of the information system under this agreement.**
- d. The Client violates other stipulations of this agreement and fails to fulfill the request to improve after a reminder or a deadline.**
- e. 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.**

**B. 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.**

**C. 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.)**

24. 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:

- A. 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.
- B. Other matters stipulated by the competent authorities.

25. 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 customer 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.

26. Applicable Law

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

27. 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 Bank SinoPac'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.

28. 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.

29. Customers' using of online banking services should be conducted in the following ways:

A. The User Code and Online Password settings are as follows :

- a. 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 or user-obvious information including cell phone number, e-mail account number, credit card number, deposit account number, etc. 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.
- b. Online Password: A password created by yourself at the online bank that contains 8-20 characters with at least one letter and one digit. It must be different from your User ID or User Code or user-obvious information including cell phone number, e-mail account number, credit card number, deposit account number, etc. 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.

**B. Transaction limit:**

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

**MMAB2c Website>MyB2C>Q&A>Online Remittance Services.**

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

30. 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 :

- A. When system equipment must be maintained immediately for any reason.
- B. The system service is interrupted due to the condition of the telecommunication service connected to this system.
- C. The system cannot be implemented due to natural disasters and other force majeure factors.
- D. Other reasons not attributable to this website.
- E. Other emergency situations that cannot be notified in advance.

31. Notices

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

**32. Handling of Consumer Disputes**

**In order to protect Client's rights and interests, when the Client has 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.**

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

**【Global eBanking】**

The Contracting Party (hereinafter "the Client") herein applies for the following Global eBanking to Bank SinoPac (hereinafter "Bank SinoPac"), and agrees to comply with the following covenants in the Global eBanking Services Agreement.

**1. Banking Information**

**A. Taiwan Service Center**

**Tel : 0800-588-800 、 886-2-2191-1005**

**Fax : 886-2-2191-1001**

**Add. : 20F., No.2, Zhongzheng 3rd Rd., Xinxing Dist., Kaohsiung City 800, Taiwan (R.O.C.)**

**Email : mmab2b@sinopac.com**

**B. Hong Kong Branch ( Hong Kong Service Center )**

**Tel : 852-2907-6968**

**Fax : 852-2907-6828**

**Add. : 18F, One Peking, 1 Peking Rd., Tsim Sha Tsui, Kowloon, Hong Kong**

**Email : hkservice@sinopac.com**

**C. Macau Branch ( Macau Service Center )**

**Tel : 853-2871-5138**

**Fax : 853-2871-5186**

**Add. : Avenida Doutor Mario Soares, Finance and IT Center of Macao 9/A, Macau**

**Email : moservice@sinopac.com**

**D. Ho Chi Minh City Branch ( Vietnam Service Center )**

**Tel : 84-28-3822-0566**

**Fax : 84-28-3822-0560**

**Add. : 9th Floor, Friendship Tower Building, 31 Le Duan Street, Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam**

**Email : mmab2bvn@sinopac.com**

**2. Applicability**

This Agreement shall constitute the general terms and conditions for Bank SinoPac's Global eBanking services (including Mobile Banking : Global eBanking+). Unless it is otherwise agreed in another specific contract, Global eBanking services shall be governed by this Agreement. Individual agreements shall not contradict this Agreement. However, if individual agreements are more favorable to protection of the Customer, such individual agreement shall prevail over this Agreement. If any part of this Agreement becomes invalid or void, this shall not affect the effectiveness of the remaining terms. For detailed terms and conditions, please refer to the "Download" on Global eBanking for each region.

**3. Definitions**



- A. "Global eBanking": refers to the financial services (hereinafter referred to as the "Service System") provided by Bank SinoPac to its Clients through connected to Bank SinoPac's computer by internet, without the Client having to approach bank counters personally. However, the available services will be subject to what are provided in different region.
  - B. "Account": means a designated account, which is agreed by both parties in writing, serving for the Client to use the Service System and to make relevant payments (including check deposits, but not including joint account and reserve account).
  - C. "Service Hours": 9am to 3:30pm from Monday to Friday, excluding national holidays and non-banking business days. However, Bank SinoPac can make other arrangements with regards to service hours, depending on the distinctiveness of the services provided.
  - D. "Electronic Messages": mean messages mutually transmitted via computers, systems and internet between the Client and Bank SinoPac.
  - E. "Digital Signatures": except as otherwise specified by laws and regulations, mean the electronic identification codes or symbols carried with the electronic documents and serves to identify and confirm the identity of the one signing on the electronic documents and authentication of the electronic documents.
  - F. "Private Key": means the piece of paired digital data retained by the signature producer and used for decrypting and producing Digital Signatures.
  - G. "Public Key": means the piece of paired digital data to be public and used to encrypt Electronic Messages or verify the signatory's identity and the authenticity of the Digital Signatures.
  - H. "E-certificates": mean data messages executed through Digital Signatures by the Certificate Authority, used to confirm the identity of the applicant and as digital evidence to prove that such applicant indeed has a set of corresponding Public Key and Private Key.
  - I. "Certificate Authorities/ Authority": mean legal person(s) or institution(s) providing certificates to Bank SinoPac.
  - J. "Response of Bank SinoPac's Processing Status": means a processing status response sending after Bank SinoPac's receiving of the Electronic Messages from the Client.
  - K. "Security Control Response Messages": mean the responses made after Bank SinoPac's verification of the accuracy of the Client's signature in the event of Electronic Messages with Digital Signatures sent from the Client.
  - L. "Authorization Center": the Client may apply for the authority to Bank SinoPac in order to set up the functions, such as eBanking user, authority of user and setting transaction approval process. The users of Authorization Center can be divided into authorized administrator and authorized supervisor, and the Client may choose only to apply for the authorized administrator to complete each setting in the Authorization Center, or editing by the authorized administrator and sending to the authorized supervisor for review. In General, authorized administrator and authorized supervisor shall not have the authority of transaction; however, in need of actual practices of operation, the Client may specify in the application form that the authorized administrator and authorized supervisor may have the authority of transaction after a careful evaluation and having a full understanding of transaction risks. '
  - M. "Mobile Password" refers to the mobile device bonding with the designated mobile phone number of Bank SinoPac, with "Fingerprint Recognition," "Face Recognition," "Graphic Password Lock" or "Transaction PIN" to authenticate the applicant's identity and complete the transaction.
4. Website verification  
The Client shall confirm the Global eBanking's correct website "<https://global.sinopac.com/>" before using the Service System.
  5. General Terms
    - A. For the authorized seal agreed by the Client and Bank SinoPac, the Client may apply for, modify, cancel the Service System, settings of authority and other related matters according to the authorized seal identical to the one on the back of the signature card.
    - B. The Service System provides the Client with the exclusive user ID(s) and password(s) in accordance with the classifications applied by the Client, and the authorized administrator/ supervisor may add/delete users by requirements, and may set the authority for users(including the authority of using E-certificates). Each user shall keep his/her user ID and password confidential. The Service System will use the ID and password entered by the Client for identity confirmation, and Bank SinoPac may follow any instructions that use the correct password or the method agreed upon between the Client and Bank SinoPac, without any responsibility for whether the instructions are made by the person himself or an authorized person.
    - C. The authorized users will receive an e-mail containing default password. The default password will be activated after the signed return receipt confirmed by Bank SinoPac. The signed return receipt can fax, e-mail or mail the original copy to Bank SinoPac. For Clients of specific project, the default password can be used directly without the signed return receipt.
    - D. In the event that the Service System is suspended or interrupted due to routine maintenance of the website or any other reasons, it will be announced on the website in advance except for the cases as follows:
      - a. When the facility or device of the Service System must be maintained immediately for certain reasons.
      - b. When there is an interruption of the telecommunication service connected with this system which results in the interruption of the Service System.
      - c. Due to force majeure as a result of natural disasters, the Service System is unable to provide the services.
      - d. Any other reasons not attributable to the Global eBanking.
      - e. Any other emergency circumstances that cannot be notified in advance.
    - E. The Client agrees that Bank SinoPac may notify the Client by posting on Bank SinoPac's website in the event of any modification, suspension, or termination of part or all of the Service System. The Client may terminate this Agreement if there's any disagreements with any changes to the Service System thereof. When the Client uses the Service System, it will be deemed to be its consent to any changes to the Service System.
    - F. When Bank SinoPac believes that the Client breaches the Term of the Service, it may terminate the Client's password, ID, the use of the Service System.
    - G. All buildings on the Service System, such as this website's trademarks, designs, words, images or other files for overall website building plan, part or all of the Service System (such as, the services, contents, and the building of webpage or page frame, form of presentation, and so on), and other logos, products, services names of SinoPac Group, and any content provided by the Service System or partner, shall be protected by copyright, trademark, service mark, patent or other exclusive rights and laws.  
Anyone without authorization of Bank SinoPac or relevant right holders shall not infringe, such as to remake, rehash, publish, download, display, announce or transmit, the intellectual property rights owned by the Global eBanking and Bank SinoPac by any means, such as electric, mechanical, image copy, recording or any other forms or methods. The preceding paragraph shall not apply if the use is not for commercial purposes. However, the remaking, publication, and announcement shall be conducted in compliance with the following rules:
      - a. It shall not be conducted in any places where it may be known by the public (such as, through the internet, online group, broadcast, publication, and so on).

- b. It shall not be conducted with a change of the original content, removal or modification of the content of the website where there're copyrights or other property rights existed and owned by the website.
  - H. Any financial information provided by Bank SinoPac is for reference only. The Client shall make careful discretion on making any transaction or investment decisions based on the information mentioned above and shall take responsibility at the Client's own risk. The legal relationship, rights and obligations of transactions exist between the Client and specific liable company. Global eBanking is not liable for any of it.
  - I. All the ID, password and contact information for transaction sent to the Client by Bank SinoPac will be mainly via email and then by verbal notice. Other communications may be sent via email, mail or announcement on the website.
  - J. The Client agrees that it is responsible for checking and confirming the content of every regular detailed statement of Account issued by Bank SinoPac and/or the confirmation sent by the website and/or the notice made by other methods on an expedited basis, and if necessary, the Client shall inform Bank SinoPac of any discrepancies as soon as possible. Such online notice and/or confirmation sent by Bank SinoPac shall be deemed to have been known by the Client. For the avoidance of doubt, the Client agrees that in case the Client fails to receive the detailed statement of Account or confirmation and/or other notice within a reasonable time necessary for the Client to receive similar detailed statement of Account, confirmation and/or notice, the Client shall notify Bank SinoPac.
  - K. The Client is obliged to communicate to Bank SinoPac any change of the contact information kept at Bank SinoPac for applying for the service system, and understand that if the contact information is incorrect, it will not be able to receive bank notification (including but not limited to e-mail, telephone call or SMS). The Client is aware that blocked from e-mail system servers, PC settings, mobile phone turned off, email or SMS inbox is full, poor mobile reception, or mobile devices that do not enable push services may result delay or missing of notification (E-mails or SMS ), which the responsibility shall be borne by the Client.
6. Terms for Electronic Messages and E-Certificates
- A. Receiving and Response of Electronic Messages
- a. In the event of any Electronic Messages sent from the Client, for which the content cannot be recognized, the format fails to meet Bank SinoPac's requirements, or the method is not the one specified by Bank SinoPac or the required procedure or process fails to complete, it shall be deemed to have not been sent before from the very beginning. However, if Bank SinoPac is able to confirm that the Electronic Messages are coming from the Client, Bank SinoPac shall inform the Client of such failure or error of transmission.
  - b. The Client agrees that the electronic identification or symbol issued by the Certificate Authority shall be deemed to be the Client's Digital Signatures, which shall be used as the basis for Bank SinoPac to confirm the content of the Electronic Messages and the identity of message sender.
  - c. **Both parties agree that regarding to the messages sent or received in accordance with this Agreement, if there's any delay, omission, mistake or violation of obligation specified in the contract due to the reasons attributable to one party which result in damages to the other party, such attributable party shall be only responsible for the direct damage (the lost benefits are excluded) and the interests therefrom suffered by the damaged party, and the amount of compensation shall be limited to the following amount; whichever is less:**
    - (1) the amount of such damage or injury;**
    - (2) if such damage or injury is remediable, it shall be the amount required for such remedy.**
- In the event of delay or misinformation mentioned in the preceding paragraph directly or indirectly resulting from being incapable to obtain, the failure of or the crash of any computer and its relevant devices, such as telephone lines, communication devices, internet, or the acts or omissions of any third party, which is beyond the party's reasonable control, neither party shall be liable for the damages.
- B. Regarding the data authorization and confidentiality of the Service System, both parties agree as follows :
- a. It shall be ensured that all Electronic Messages sent by one party to the other party be legally and appropriately authorized. Neither party shall claim that such message is not legally authorized after such message being sent and received and disclaim its authenticity and effectiveness.
  - b. Where it is found that there is a third party assuming or stealing the user ID, password, or the identification for certificate application, or any other unauthorized situations, it shall promptly notify the other party to stop using the Service System by phone or in writing, and shall take necessary preventive measures. Where the services used by the third party have become effective before Bank SinoPac accepts the notification, is believed to be an effective instruction by the Client, and the Client shall be responsible for it; however, if Bank SinoPac fail to exercise the due care of a good administrator in monitoring the information system resulting in credential theft and fraud, Bank SinoPac shall be liable for the damages incurred thereof.
  - c. It shall be ensured that the exchanged messages or the confidential information received by one party from the other party as a result of use or performance of the services specified in this Agreement not be disclosed to any third party and not be used for the purposes not relating to this Agreement. In addition, it shall be ensured that with prior consent of the other party to disclose the information to a third party, it shall make the third party receiving the information keep it confidential. Where any misuse or safety break is found or suspected to be found, both parties agree to promptly inform the other party of this situation. Both parties further agree that this paragraph remains effective after termination of this Agreement.
  - d. In order to protect the rights of Clients, please contact the service center if you have security concerns regarding the information updated in E-certificate while applying, extending, reissuing, or revoking.
- C. Non-Performance Reasons of Electronic Messages
- The Bank may not process Electronic Messages received in the following cases:
- a. When there is any specific reason of cause to suspect the authenticity of Electronic Messages or the accuracy of the specified instructions.
  - b. If Bank SinoPac will violate the applicable laws and regulations while processing Electronic Messages.
  - c. When Bank SinoPac cannot deduct the expenses which shall be paid by the Client from the Account due to any cause attributable to the Client.
  - d. When Bank SinoPac does not process Electronic Messages for the reason mentioned in the preceding paragraph, it shall inform the Client of the reason for non-performance and the status at the same time. The Client may confirm with Bank SinoPac by phone after receiving such notification.
- D. Time Limit for Electronic Messages Exchange
- a. Electronic Messages are processed automatically by Bank SinoPac's computers, and the Client shall not withdraw, revoke or amend the Electronic Messages after sending the Electronic Messages to Bank SinoPac. However, the undue reserved transaction may be withdrawn, revoked or amended within the time limit stipulated by Bank SinoPac.
  - b. After the Electronic Messages has been sent to Bank SinoPac and processed automatically by Bank SinoPac's computers which is over Bank

SinoPac's Service Hours, the Bank shall promptly inform the Client by Electronic Messages, and such transaction will not be processed as agreed or will be processed automatically on the next business day for which the Client agrees to follow Bank SinoPac's service rules and practices at that time.

- c. After the Electronic Messages has been sent to Bank SinoPac, Bank SinoPac is unable to process that message on value date due to the limit of cross boarder transaction or force majeure, such transactions will not be processed as agreed or will be processed automatically on the next business day.

E. Effectiveness of Electronic Messages

The Client and Bank SinoPac both agree that the Electronic Messages sent and received via the Service System has the same legal effect with the written documentation; however, if the Electronic Messages are the transaction documentation between the Client and Bank SinoPac, such Electronic Messages shall be taken into effect only when it is verified by the Digital Signatures or OPT (One Time Password). For any disputes arising therefrom between both parties, during the trial proceedings, arbitration, mediation or other legal disputes resolution procedures, both parties shall not claim that such Electronic Messages is invalid or that there's no legal binding documents at all due to lack of written documents or signature.

F. Client's Connection and Responsibility

- a. The Client shall properly keep and preserve E-certificates issued by Bank SinoPac. With respect to all expenses and losses directly or indirectly arising from the Client's fraudulent or negligent acts resulting in a third party's unauthorized use of the Client's E-certificates, including but not limited to any expenses and loses due to the use of such information, content, online banking service and website, the responsibility shall be borne by the Client; however, if Bank SinoPac fail to exercise the due care of a good administrator in monitoring the information system resulting in credential theft and fraud, Bank SinoPac shall be liable for the damages incurred thereof.
- b. Client should send back E-Certificate receipt before using that E-Certificate. Client can send back via fax, email or original copy. The Bank will verify the specimen on the receipt then activate that certificate.
- c. If the Client continuously enters the wrong password for three times on the interface for the safety control of the certificate, Bank SinoPac has the right to decide that the password is invalid and may freeze or cancel such password. After the password is frozen or cancelled, the Client needs to apply to Bank SinoPac for the new password in order to reuse the Service System and the expenses incurred therefrom shall be borne by the Client itself.
- d. When the Client uses the Service System, it shall be limited to process its own account business. The Client shall properly keep the relevant software and hardware device and shall not conduct any destruction or improper adapter.

G. Expenses

From the date of starting to use the Service System, the Client agrees to pay the service fees in accordance with the fee standards stipulated by Bank SinoPac and the transaction fees incurred from the transaction instruction. The Client herein authorizes Bank SinoPac to deduct the expenses from the Account designated by Bank SinoPac. The Client herein further agrees as follows:

If there's any adjustment to the fee standards or fee-related matters, Bank SinoPac shall disclose and publish in its business location or on Bank SinoPac's website before the time limit stipulated in the laws and regulations of each district (60-day prior notice required for Taiwan) and shall inform the Client that it may terminate the contract within such period. If the contract has not been terminated within the time limit as mentioned above, it shall be deemed as the Client's agreement on such adjustment.

7. Terms and Conditions for Mobile Password Authentication

- A. Clients in Taiwan can apply for a mobile password to perform low-risk transactions such as "Account inquiry" and "Payment and Transfer." The transfer limits are listed below.

Transaction Type	Currency		Per Transaction	Per Day	PerMonth
Transfer to Non Pre-designated Account shall be calculated based on one business registration ID number	TWD	General Standard	NT\$50,000	NT\$100,000	NT\$200,000
		according to the agreement	The transaction limit is determined based on the application submitted by the Applicant.(The calculation of the transaction limits includes transactions conducted through all automatic channels of the bank.)  Sole proprietorship, partnership, small-scale business, individual practitioner not registered as a legal entity:(maximum)NT\$200,000/Per Transaction, NT\$500,000/Per Day, NT\$1,000,000/Per Month  Corporate customers other than the above-mentioned groups:(maximum)NT\$500,000/Per Transaction, NT\$1,000,000/Per Day, NT\$2,000,000/Per Month		
	Foreign Currency		Not Available	Not Available	Not Available
	TWD		NT\$2,000,000	NT\$2,000,000	Unlimited
Transfer to Pre-designated Account shall be calculated based on one Account limits	Foreign Currency		Foreign currency transaction must not exceed NT\$500,000 or equivalent ; Foreign exchange transaction against NTD must not exceed NT\$500,000 or equivalent.	Foreign currency transaction must not exceed NT\$2,000,000 calculated based on all automatic transactions of Bank SinoPac; Foreign exchange transaction against NTD must not exceed NT\$500,000 or	Unlimited

			equivalent.	
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- B. For customers applying for an increase in the transaction limit for non-designated account TWD transfers, if Bank SinoPac later determines that the transaction amount does not align with the stated purpose or actual needs in the application, or if any other abnormal circumstances arise, the system will automatically revert to the original transaction limit (NT\$50,000 per transaction, NT\$100,000 per day, NT\$200,000 per month). The customer agrees that Bank SinoPac may, at its discretion and based on factual circumstances, the intended use, operational or transaction conditions, or other abnormalities, adjust, reject, or terminate the customer's transfer transaction limit at any time. If the customer still requires an increase in the transaction limit for non-designated account TWD transfers, a new application shall be submitted in person at a branch."
- C. For safety of the transaction, the setting service is only provided to Taiwan mobile phone numbers.

#### 8. Service Fee

The Client agrees that when using the Service System, the Client shall pay the relevant fees and other expenses in accordance with the fee standards agreed with Bank SinoPac for each relevant business. If it is not provided in any agreement, the fee standards will be followed by what's stipulated and announced by Bank SinoPac. The Bank is authorized to deduct such fee from the Client's Account automatically. If the Electronic Messages sent by the Client has indicated the debit Account, Bank SinoPac shall deduct the fee from such Account gradually. If the above-mentioned fee standards are adjusted after the agreement is executed, Bank SinoPac shall disclose and publish on a noticeable place of Bank SinoPac's website before the time limit stipulated in the laws and regulations of each district (60-day prior notice required for Taiwan) and shall inform the Client that it may terminate the contract within such period. If the contract has not been terminated within the time limit as mentioned above, it shall be deemed as the Client's agreement on such adjustment. All expenses to be paid to Bank SinoPac by the Client do not include any tax. The Client shall pay the tax separately and authorize Bank SinoPac to automatically deduct it from the above-mentioned Account.

#### 9. General Terms for Transaction Services

- The Client may set up the transaction limits of the Account for each authorized person. Those limits may only be applied for the transfer and remittance services and the businesses of "Import and Export" and "Financial Services" are excluded.
- The Client agrees all of his / her / its register bank accounts, including the future new account(s), will be automatically designated inward transfer accounts.
- Retry debiting under insufficient; if the Client account contains insufficient balance, the system will repeat the debit attempt at regular intervals. The Client transaction will fail if account balance remains insufficient at the end of the banking retry service time.
- The Client agrees to accept if supplementary documents needed for transaction from the service system, Bank SinoPac allows to process with faxed supplementary document from Client with authorized signature and its effect is the same as the original document; if Bank SinoPac needs to confirm with the Client, the contact person is not limited to the contact person on the application form.
- If the Client use monthly remittance charges service and is not able to pay the charges before the next month end, Bank SinoPac may cancel monthly remittance charges service.
- Fax/Branch Payroll service: Clients can apply to Global eBanking for payroll transaction. After applying, please download the Payroll Transaction Instruction Form through Global eBanking, and use the withdrawal chop(s) to process the transaction. Clients should submit this instruction and confirm the transaction through fax/branch, and follow the procedures of fax/branch transaction of Bank SinoPac.

#### 10. Terms for TWD Transfer and Remittance Services

- The Client agrees to apply a designated account first for outwards transfer in writing to conduct TWD transfer and remittance or overseas remittance. If the account for inwards transfer is the interbank account or while conducting overseas remittance, the Client agrees that Bank SinoPac may deduct relevant fees from the Client's Account. With respect to the account for outwards transfer, the amount of each transaction and the daily aggregated transaction amount shall not exceed the maximum limits stipulated by Bank SinoPac at that time.
- When Bank SinoPac processes the transfer payment in accordance with the Client's instructions which results in transferring into a wrong account or wrong amount of payment, Client shall take it at its own risks and Bank SinoPac is not responsible for recovery.
- The Bank may choose to conduct TWD inter-bank remittance via Financial Electronic Data Interchange (FEDI) service or interbank remittance service from Financial Information Service Co., Ltd for the Client. The account receiving any payment through FEDI service will be verified by business registration ID number or personal ID number. The Chinese account name is for reference only.
- When the Service System processes the transaction for debit successfully but fails for credit, Bank SinoPac shall refund such transaction amount automatically after receiving the message of such failure on credit. However, the service fee incurred is nonrefundable.
- When the Client uses the Service System for interbank transactions, Bank SinoPac shall not be responsible for the damages caused by the act or omission not of Bank SinoPac.

#### 11. Terms for Foreign Currency Transfer and Remittance and Online Foreign Exchange Services

- The Client agrees that when applying for the foreign exchange transaction through the Service System, unless otherwise provided in other contracts, the Client shall comply with the following terms and conditions:
  - The Client agrees and understands that the exchange rate provided by this service system while any currency exchange transaction involved is for reference only. the actual exchange rate, otherwise pre-agreed by both parties will be bank board rate. If the foreign exchange market volatility increases, Bank SinoPac may suspend foreign exchange transaction.
  - If the Client agreed the exchange rate with Bank SinoPac but was unable to complete the transaction or cancel the transaction, Bank SinoPac may suspend Client Global ebanking access or application process if Bank SinoPac suffered any loss arising from that transaction. Moreover, the Client authorizes Bank SinoPac to deduct the amount and process fee from the Client's pre-designated account.
  - After the Client processes the foreign exchange transaction through its foreign currency account and converts it to TWD, it can only be remitted to the Client's TWD account opened in Bank SinoPac or other banks.
  - According to the provision of Article 10 of the Central Bank of the R.O.C. (Taiwan) "Regulations Governing the Declaration of Foreign Exchange

Receipts and Disbursements or Transactions”, Client can perform online foreign exchange declaration via SinoPac Global e Banking. When Client confirms the foreign exchange transactions and authorize the declaration with digital certificate, Bank SinoPac can provide transaction information, memos, or documents to the authority/administration directly without the objection of the Client.

- B. The Client agrees that it shall apply a designated account for outwards transfer in writing first.
- C. The maximum amount for the same Client on the same business day shall be followed according to the rules and practices provided by Bank SinoPac. Cumulative settlement amount of foreign currency against NTD from all bank channels must not exceed US\$1 million if by a company or US\$500,000 if by an association.
- D. The maximum amount for the Client’s each online foreign exchange transaction shall be subject to the amount disclosed on the Global eBanking.
- E. The Client agrees to keep English account name and address with Bank SinoPac when conducting foreign currency transactions on the Global eBanking. The updated information on the application form will also be updated to the data base saved and kept in Bank SinoPac at the same time.
- F. The Client agrees that when negotiating the strike rate for foreign exchange with Bank SinoPac by phone, Bank SinoPac may record all phone conversations, which may be brought before the courts to the extent permitted by applicable laws and regulations, or be the evidence related to the transaction in other legal proceedings.
- G. The Client agrees that if the foreign currency remittance is completed during business hours and debited successfully, its USD or CNY remittance may be remitted to the receiving bank’s nostro account opened in its correspondent bank on the same day, and other foreign currency will be remitted to the receiving bank’s nostro account opened in its correspondent bank on the next business day.
- H. In the event that due to any change to the applicable laws and regulations, application for foreign exchange transactions may not be conducted through the Service System, Bank SinoPac has the right to cease providing the above-mentioned services to the Client.
- I. When processing foreign currency exchange transactions through e-banking, the Client shall report the real status of settlement of exchange and remittance by each transaction. The Client shall be liable for any false or inaccurate information in the report.
- J. In the event that the related counterparty or country to which the remittance referred is a named / recognized / tracked terrorism individual or entity, sanctioned group or organization, or countries as advised by foreign governments or recognized international anti-money laundry organizations via the Financial Supervisory Commission, the Client agrees that Bank SinoPac may, without the Client’s further consent, terminate the remittance and reverse the transaction and related account entries accordingly. The Client also agrees that, in the event of the funds of remittance is under investigation or sequestered by foreign bank according to anti-money laundering, anti-crime, and anti-terrorism related laws and regulations of the country where such foreign bank is located, Bank SinoPac may collect, process, utilize or internationally transmit the Client’s personal data and transaction information for the specific purpose and for conducting the business. Bank SinoPac shall not be liable for the delay or failure of the remittance suffered or incurred due to any of the above-mentioned causes.

#### 12. Import and Export

- A. Before applying to use the function of issuing foreign letter of credit, the Client shall have applied to Bank SinoPac for credit to issue foreign letter of credit and have signed the “General Application Form for Credit Extension and Transaction” with the debit account agreed by both parties.
- B. The Client agrees to comply with the current and subsequent applicable UCP600 and eUCP1.1 of the International Chamber of Commerce, and the Electronic Signatures Act and other applicable laws and regulations.
- C. From the date of starting to use the services provided in this Agreement, the Client agrees to pay the relevant fees and expenses in accordance with the agreed fee standards, and authorizes Bank SinoPac to deduct it automatically from the Client’s pre-designated account.
- D. When the Client uses the import and export services provided by Bank SinoPac, and for which shall be further handled in writing in accordance with the regulations, the Client shall go to Bank SinoPac counter as soon as possible to complete the additional process for written documentation if so required by the applicable rules, practices or procedures.

#### 13. Financial Services

The Client shall sign the “General Application Form for Credit Extension and Transaction” with Bank SinoPac before using the financial **services**.

#### 14. Miscellaneous Terms

- A. This Agreement shall be effective from the date of signing. The Client may terminate certain function or this Agreement at any time, but the Client shall notify Bank SinoPac of the intention of termination and termination date in writing before the termination date (including the termination date). The effective date of termination shall be subject to the laws of each region. Such termination shall not affect the obligation of completing or performance according to the message sent before the termination.
- B. When Bank SinoPac intends to terminate all or part of this Agreement, it shall inform the Client in writing (or email) before the deadline of the time limit stipulated in the laws and regulations of each district (30-day prior notice required for Taiwan). However, Bank SinoPac may terminate this Agreement without any notification at any time in the following cases:
  - a. The Client has assigned or transferred the rights or obligations of this Agreement to a third party without consent of Bank SinoPac.
  - b. The Client is declared file for bankruptcy or reorganization by the Court or is undergoing provisional seizure or provisional disposition.
  - c. The Client breaches this Agreement.
  - d. The Client is in default and without performance after Bank SinoPac demands remedial action or requests performance with a given time period.
- C. Where the Bank has suspected any misuse of the account, or received a notification of law enforcement authorities, filing certificate, or written complaint from a third party, the Bank may immediately terminate this Agreement and suspend all or part of the Customer’s rights of using Global eBanking services.
- D. Regarding the Customers who refuse to cooperate with regular reviews or clarify nature and purpose(s) of transaction(s) or source of funding, or fail to pass the verification (including re-examination), the Bank may temporarily suspend or terminate the Customers’ right to use partial or all Global eBanking services.
- E. According to the policy of separate applications for each service and permission on the Global eBanking, the Client may research the services to be applied for on the Global eBanking website, and Bank SinoPac reserves the final rights to approve or reject each application.
- F. The Client agrees that Bank SinoPac may provide the correspondent information between the Client and Bank SinoPac with the Joint Credit Information Center, the Taiwan Clearing House, the National Credit Card Center of R.O.C., the Financial Information Service Co., Ltd., the Certificate Authority of Electronic Signature, the person to whom the creditor’s rights are assigned or are going to be assigned, the person who participates in or is going to participate in credit extension, the person authorized by Bank SinoPac to handle the matters or other relevant domestic or foreign



institutions of financial business (including the Society for Worldwide Interbank Financial Telecommunication, namely SWIFT) or institutions of the Bank Group, other cooperating agency(including the Head Office and foreign branches of Bank SinoPac Company Limited, the institutions with investigative rights or financial supervisory institutions). If it meets with the business registration items or the specific purposes prescribed in the articles of association of the preceding institutions, such as for the business need, Bank SinoPac and the preceding institutions may collect, handle and use the Client's personal information, and if there's any change to the personal information, the Client will promptly notify Bank SinoPac of such change. If Bank SinoPac has reasonable cause to believe that the preceding information is inaccurate, false, outdated or incomplete, Bank SinoPac may reserve the rights to terminate or suspend the rights to use all or part of the Global eBanking.

- G. The Client understands and agrees that the Head Office of Bank SinoPac Company Limited in Taiwan is responsible for the server implementation and maintenance of the Global eBanking for its provision of the relevant service. In addition, Bank SinoPac remains ultimately liable for such service.
- H. Personal Information Protection: The Global eBanking complies with the relevant regulations of personal data protection in Taiwan, R.O.C., Hong Kong Special Administrative Region, Macao Special Administrative Region, Socialist Republic of Vietnam and the place where the Client's Account locates (including but not limited to Personal Information Protection Act of Taiwan, Vietnam and Macao, Hong Kong Personal Data (Privacy) Ordinance, the relevant amendments thereto and the order or decree provided by the competent authority). Clients who retain or change personal information such as Global eBanking contact person name, e-mail address, telephone number, transaction data containing personal information, etc., they should ensure that the retained party is aware of and agrees to the notification of personal information by Bank SinoPac. For more information, please refer to the website "https://bank.sinopac.com/sinopacBT/footer/privacy-statement.html" and Article 1 "General Terms of Agreement", Item 23 of the Notification of Obligations on Collection, Processing and Use of Personal Data of Bank SinoPac and its Appendix Table "The Purpose of Collecting Personal Data, The Categories of Personal Data, The Source of Personal Data; and The Time Period, Territory, Recipients and Method of the Use of Personal Data" of the Agreement.
- I. The company information provided by the Client shall be under the privacy protection of the Global eBanking. Please refer to "Privacy Protection" in the Global eBanking.
- J. The Client agrees to be subject to and governed by the terms of this Agreement. In the event of any modification to this Agreement, Bank SinoPac shall place the modified terms in the business unit and post on Bank SinoPac's website as notification before those modification come into effect. The modified terms shall form part of this Agreement. When the Client uses the Global eBanking services, it will be deemed to be its consent to the modified terms. The Client may terminate this Agreement if there's any disagreement on the modified terms.
- K. Governing Laws: Unless otherwise agreed by both parties, this agreement shall be governed by the laws of Taiwan, R.O.C., and the laws where the Account locates.
- L. In the event of litigation under or in connection with this Agreement, both parties agree that the Court where the headquarter of Bank SinoPac locates or where the branch with business connections with the Client locates shall be the competent court with jurisdiction in the first instance.
- M. The supervisory authority for the Head Office of Bank SinoPac Company Limited in Taiwan is the Financial Supervisory Commission(FSC).

#### 15. Disposing consumer dispute

**For client protection, if any doubt about the service, the clients could raise claims or disputes by paper or through the contact information stated on the first term of the Banking Information of the service agreement. After Bank SinoPac receives the case, our specialist will contact the clients and reply the result.**

#### 16. Unspecified stipulations

If any unforeseen circumstances in this agreement, it shall be handled in accordance with the regulations of Bank SinoPac and the general practices of financial institutions.

### XX. Terms and Conditions for Digital Deposit Accounts -

- 1. The Client, upon opening a Digital Deposit Account (hereinafter referred to as "this Account"), shall be governed primarily by these Terms and Conditions. In instances where these terms are not explicitly stated, the rules and regulations set forth in Bank SinoPac's "Account Opening General Agreement" (including any amendments or modifications), relevant account-opening documents, and the applicable laws and regulations as prescribed by competent authorities shall apply.
- 2. **This Account refers to New Taiwan Dollar Comprehensive Deposit Accounts and Foreign Currency Structured Deposit Accounts opened through online application.**
  - A. The Client does not currently hold a Digital NTD Comprehensive Deposit Account or a Digital Foreign Currency Structured Deposit Account with Bank SinoPac or has held such accounts but has closed them for over a month.
  - B. The Client is limited to opening one Digital NTD Comprehensive Deposit Account and one Digital Foreign Currency Structured Deposit Account, respectively.**
- 3. Account Opening Prerequisites
  - A. The Client must provide accurate information when opening an account and upload clear, recognizable color images of both sides of their Republic of China National Identification Card and a secondary identification document for identity verification by Bank SinoPac and must comply with Bank SinoPac's due diligence procedures, including specifying the purpose and nature of the account and furnishing additional required documents.
  - B. This Account must be employed by the Client personally. Any unauthorized use shall subject the Client to relevant legal liabilities.
  - C. Bank SinoPac reserves the right to approve the account opening application.
- 4. Applicants for this Account must be citizens of the Republic of China aged 18 or above. The Client declaring tax residency in foreign countries or regions must provide relevant FATCA and CRS documentation and complete in-person verification before being eligible to apply.
- 5. Account Types, Usage Scope, and Limits
  - A. The type of this Account and the scope of transactions through automated channels (including online banking, mobile banking, phone banking, ATMs, and other electronic and communication devices) are distinguished per the identity verification methods chosen by the Client, as described below:

Account Types	Identity Verification Methods	Scope of Usage
Type I	The identity is verified through a Natural Person Certificate, financial certificates and in-person verification procedures.	Transfers between the Client's accounts within Bank SinoPac (e.g., Time Deposits, mutual funds, etc.), general tax and bill payments, transfers from Client's / third-party's designated accounts and transfers and withdrawals from

		Client's / third-party's non-designated accounts.
Type II	Through a deposit account established in-person by the Client with Bank SinoPac.	Transfers between the Client's accounts within Bank SinoPac (e.g., Time Deposits, mutual funds, etc.), general tax and bill payments, transfers from Client's / third-party's designated accounts and transfers and withdrawals from Client's / third-party's non-designated accounts.
Type III	Through a deposit account established in-person by the Client with another financial institution.	Transfers between the Client's accounts within Bank SinoPac (e.g., Time Deposits, mutual funds, etc.), general tax and bill payments, and transfers from Client's / third-party's non-designated accounts.
	By using a valid credit card held by the Client for over six (6) months.	Transfers between the Client's accounts within Bank SinoPac (e.g., Time Deposits, mutual funds, etc.), general tax and bill payments, and withdrawals.

- B. The Client shall, according to the type of account applied for, furnish a certificate that complies with the 'Standards for the Security Management Operation of Electronic Banking Business of Financial Institutions and has passed examinations or other financial payment instruments recognized by the competent authority. The Client also agrees that Bank SinoPac will verify the identity of the Client through services such as the Identify Verification System of the Certificate Authority of the Ministry of the Interior or Taiwan Certificate Authority, Inc., National Credit Card Center of R.O.C., Financial Information Service Co., Ltd., Joint Credit Information Center, or other related agencies and retain the electronic application records for future reference.
- C. The Client agrees to apply for this account with the aforementioned identity verification methods in order to substantiate their identity and prove their consent to the terms of this Agreement in accordance with the Electronic Signatures Act or the security standards stipulated in the "Financial Institutions' Operational Standards for Safeguarding Electronic Banking Services," without the need for additional written signatures or seals.
- D. Transaction Limits
- a. **For the Client holding multi-currency debit cards for withdrawals or debits in Taiwan or abroad (excluding debit card purchases), the per transaction and daily limits for Category 1 and Category 2 accounts shall align with those of regular accounts in Bank SinoPac. The limits for Category 3 accounts are as follows:**
    - (1) **For NTD withdrawals from New Taiwan Dollar accounts through Bank SinoPac's Automated Service Devices, the current specified maximum limits per transaction or per day are:**
      - i. **Per-transaction limit: NT\$ 30,000 or 60,000 (depending on the machine type).**
      - ii. **Daily limit: NT\$ 60,000 (inclusive of equivalent foreign currency, combined with domestic debits and foreign withdrawals).**
    - (2) **For foreign-currency cash withdrawals from foreign-currency accounts through Bank SinoPac's Automated Service Devices, the maximum amount per transaction and per day varies depending on the currency. The current regulation is as follows:**
      - i. **Per-transaction limit: USD 2,000 / HKD 17,000 / JPY 250,000 / RMB 4,000.**
      - ii. **Daily limit: USD 2,000 / HKD 17,000 / JPY 250,000 / RMB 10,000.**
    - (3) **At Automated Service Devices set up by financial institutions participating in the interbank financial telecommunication system, the current specified maximum limits are:**
      - i. **Per-transaction limit: NT\$ 20,000 (inclusive of equivalent foreign currency).**
      - ii. **Daily limit: NT\$ 60,000 (inclusive of equivalent foreign currency, combined with domestic debits and both domestic and foreign withdrawals).**
  - b. **For the Client of Category 3 Accounts verified through accounts at other banks, transfers from the non-designated account are limited to NT\$ 10,000 per transaction, with a daily cumulative maximum limit of NT\$ 30,000, and a monthly cumulative maximum limit of NT\$ 50,000. These maximum limits are calculated collectively for individual accounts through automated channels (including ATMs and Internet Banking).**
  - c. **During the account opening process, Bank SinoPac will conduct a risk assessment of the Client, if the assessment shows that there is an abnormality, the account will be temporarily suspended from automated trading and other services for a short period of time after the account is opened. If Bank SinoPac confirms that the Client shows no abnormalities, the suspended services will be resumed.**
  - d. **Transaction limits not specified above shall be in accordance with the stipulations in the Bank SinoPac's "Account Opening General Agreement."**

E. Comparison between Digital Accounts and Regular Accounts

Item	Digital account	Regular account
Account opening	The Client applies for account opening by filling in the basic information and uploading the image files of dual IDs to apply for account opening via the Internet.	Apply in person at any of our branches during business hours or after applying online for an account opening appointment.
Account type	<b>Distinguish account types and transfer limits based on verification methods</b>	No distinction between account types
Application item	Functions such as phone banking, online banking, electronic statements, wealth management PIN, etc., are all provided upon account opening.	Be able to choose whether to apply for functions such as phone banking, online banking, bank statements, wealth management PIN, etc., at the same time.
Service item	Check account transaction details through automated channels or verify them with monthly electronic statements	Details can be inquired via physical passbook, automated channels or physical/electronic statement.
Passbook	<b>No physical passbook. If necessary, the Client can export the passbook cover in the DAWHO APP.</b>	<b>Choice of a passbook-less or physical passbook account</b>
Bank card	<b>Provide an exclusive Debit card for digital accounts. After the account is successfully opened, a card will</b>	In addition to the exclusive Debit card for digital accounts, the Client can choose from other Mastercard EasyCard debit

	<b>be mailed to the designated address.</b> The Client can then take the card to any ATM to change the password.	cards or chip bank cards, set the password, and receive the card on-site.
Over-the-counter service fees	<b>The Client can bring the dual IDs uploaded when opening the account, mobile phone or chip bank card for processing. In addition to complying with [Bank SinoPac's Standard Tariff and Announcement], if handling businesses such as withdrawals, fund transfers, NTD or foreign currency remittances, buying and selling foreign currency banknotes, etc., at the counter, the Client will be charged an over the counter service fee of NT\$100. (If there are any special offers, the content of the relevant offer will prevail.)</b>	<b>The Client brings dual IDs to a branch in person for processing, and follows the [Bank SinoPac's Standard Tariff and Announcement].</b>
Credit loan	<b>Depending on the account type, the credit loan contract online signing method must comply with the corresponding security design specifications.</b>	<b>There is no distinction between account types, and credit loan contracts can be signed online through SMS OTP.</b>

6. Services Provided

- A. **This is a passbook-free account. The Client may directly access account transaction details via Bank SinoPac's automated channels or refer to monthly electronic account statements sent by Bank SinoPac as the basis for reconciling the account. No statement will be sent if there are no transactions within the given month.**
- B. Upon the application of this Account, Bank SinoPac shall uniformly offer services such as Phone Banking, Internet Banking, electronic account statements, and Personal Finance Passwords. Once the account is successfully opened, a Bank Card shall be provided with default features enabling balance inquiries, withdrawals, and debit transactions.
- C. The user instruction, password configuration and modification procedures for Phone Banking, Internet Banking, and Bank Cards shall be governed by Provisions for Bank Card Usage, Terms for Phone Banking and Online Customer Service, and Terms for Online Banking Services in Bank SinoPac's "Account Opening General Agreement".
- D. The Bank Card will be sent to the Client's registered mailing address via registered mail. The Client is required to activate the card within the stipulated time frame.
- E. All notifications and/or requests from Bank SinoPac shall be transmitted electronically to the email address or mobile phone number specified during account opening. In the event of changes to the email address or mobile phone number, the Client should promptly notify Bank SinoPac in writing or through Bank SinoPac's Telephone Banking Services after verifying the Client's password or by other mutually agreed methods.

7. Over-the-Counter Services

- A. When a Client agrees to conduct counter services other than deposits, he/she is required to provide his/her National Identification and secondary identification documents and complete the identity verification in accordance with the methods required by Bank SinoPac (e.g., SMS OTP, bank card PIN, biometric verification, or other means to strengthen the verification) before transacting the business.
- B. The Client authorizes Bank SinoPac to use their previously submitted signature or seal for the existing Demand Account as the validation instrument for all transactions.
- C. The Client acknowledges that fees for such over-the-counter services as withdrawals, transfers, foreign currency remittances, and currency exchanges, apart from prevailing fees, may incur a **TWD 100 over-the-counter service charge**. Bank SinoPac reserves the right to adjust this fee as publicly posted at its branches. All other transactions and service features shall be subject to Bank SinoPac's standard fee schedule for general accounts.
- D. Should the Client wish to convert this Account into a regular deposit account, they must personally visit any branch of Bank SinoPac, provide their National Identification and a second form of identification, and follow the verification procedures stated in Clause 7. A.

8. Procedures for Unusual Activities Involving the Account, Internet Banking, or Bank Cards

- A. In the event of loss, destruction, theft, robbery, fraud, or any other circumstances causing the bank card to be out of the Client's possession, or in cases of impersonation or forgery, the Client shall immediately notify Bank SinoPac to initiate the card suspension process. Following the complete suspension procedures, Bank SinoPac will deduct the lost card processing fee, as announced by Bank SinoPac from the Client's Digital New Taiwan Dollar Comprehensive Deposit Account and issue a replacement bank card to the delivery address on record with the Client.
- B. For unauthorized or fraudulent use of this Account and Internet Banking services, procedures shall follow the relevant stipulations in Bank SinoPac's "Account Opening General Agreement" and Internet Banking Service Terms.

9. Grounds for Account Suspension or Termination

**Bank SinoPac reserves the right to suspend or terminate the Client's account under the following conditions:**

- A. Failure to cooperate in verifying or re-verifying identity.
- B. Providing false information for account opening.
- C. Utilizing the account for fraudulent, money laundering, or other unlawful activities.
- D. The account, upon investigation, is found to be opened under fake names.
- E. The account is reported as a watch-listed account.
- F. The account is categorized as a derivative watch-listed account.
- G. The account is a warning account.
- H. Upon investigating and continuously monitoring suspicious account activity, illicit activities with the Account are verified.
- I. Failure to cooperate in periodic reviews, or unwilling to clarify the nature and purpose of transactions or the source of funds.
- J. In compliance with applicable laws, it is known or assumed that the source of the Client's funds stems from corruption or misuse of public assets.
- K. Use of this account for illegal activities (including but not limited to enabling others to commit illegal activities) that, upon Bank SinoPac's assessment, results in damages to Bank SinoPac or third parties, or in receiving undue benefits.

- L. In the event that unauthorized use or fraudulent activities related to this Account are discovered, the Client shall immediately report the incident to the local law enforcement authorities and notify Bank SinoPac to temporarily suspend or terminate usage of this Account.

10. Custodial Responsibility

**The Client shall manage the account diligently. Should the account be used unlawfully due to reasons attributable to the Client (including but not limited to the provision of account-related information to third parties), the Client shall bear all losses and associated legal responsibilities arising therefrom.**

11. Other Terms and Conditions

- A. The account's accruing balance, interest disbursement method, and settling of relevant debts will be carried out in accordance with the Terms on New Taiwan Dollar Comprehensive Deposit and Foreign Currency Composite Deposit in Bank SinoPac's "Account Opening General Agreement."
- B. Account closure will be subject to the general terms and conditions stipulated in the General Terms of Agreement of Bank SinoPac's "Account Opening General Agreement." The Client shall personally, or through written authorization to an agent, proceed with the closure at Bank SinoPac or via online.
- C. Should this Account be converted into a regular deposit account, it will no longer be eligible for the exclusive benefits associated with digital deposit accounts.

**XXI. Agreement on Palm Vein Recognition Service -**

1. Definitions

**Palm Vein Archiving:** Refers to the Client placing his/her palm on the palm vein sensor set up by Bank SinoPac, capturing the palm vein image with near-infrared spectrum characteristics and biometric identification technology, converting it into comparable information, and retaining it in an encrypted format.

**Palm Vein Verification:** Refers to the Client consenting to authorize and complete transactions using the palm vein authentication system set up by Bank SinoPac.

2. Scope of Palm Vein Utilization and Termination

- A. Scope of utilization: The Client can use his/her palm vein for all business transactions with Bank SinoPac (including various types of deposits, trusts, safe deposit boxes, gold passbooks, etc.). Bank SinoPac can conduct corresponding procedures at its business premises or automated machines using the palm vein agreed with the Client.**
- B. Termination: The Client may terminate this Agreement at any time. He/She must visit the counter, call the Bank's call center, or authorize someone in writing to go to Bank SinoPac to terminate the palm vein verification transaction function. The transaction takes effect immediately upon completion.
- C. Re-archiving: In case palm vein verification fails due to operational procedures, other abnormal reasons, or force majeure, the Client may re-archive his/her palm vein features at the business premises.

3. Applicant

Domestic adults: Everyone's palm vein is unique and unchanging after adulthood. The Client agrees to cooperate with Bank SinoPac to update his/her palm vein data when necessary.

4. Transaction Limits and Fees

- A. The Client should personally conduct palm vein authentication transactions at the business premises or employ palm vein recognition to conduct transactions at automated teller/ service machines. The Client also agrees that Bank SinoPac can process transactions according to the "Standard Tariff and Announcement."**
- B. Palm Vein Archiving/Termination/Re-archiving fee: Free.

5. Agreement on Palm Vein at Automated Service Machines

- A. The Client can use the palm vein agreed with Bank SinoPac and enter their ID number and the agreed "Financial/Voice Password" to use the palm vein service at Bank SinoPac's automated service machines.
- B. Should the "Palm Vein Verification" fail five times in a row or the "Financial/Voice Password" is entered incorrectly three times in a row, resulting in the inability to use the palm vein service, the Client needs to bring his/her ID to Bank SinoPac's business premises to unlock the palm vein or reapply for the Financial/Voice Password.
- C. The agreed palm vein is deactivated or locked, or if the "Financial/Voice Password" is not applied for, the palm vein service may not be used at Bank SinoPac's automated service machines.
- D. The following transaction limit rules apply when the Client uses his/her palm veins for transactions at Bank SinoPac's automated service machines:
- a. Deposits:
- (1) Deposits into the Client's account at Bank SinoPac - No amount limit.
- (2) Deposits into others' accounts - The maximum amount in one day is TWD 30,000 per day (combined with cardless deposits).
- b. Withdrawals:
- Each transaction is limited to TWD 30,000, with a daily maximum limit of TWD 30,000 (combined with the cardless withdrawal daily limit of TWD 30,000, monthly limit of TWD 200,000, and bank card daily withdrawal limit of TWD 120,000).
- c. Transfers:
- (1) Transfers to the Client's account at Bank SinoPac - No amount limit.
- (2) Transfers to others' accounts - The maximum amount in one day is TWD 30,000 (combined with non-predesignated account transfers of TWD 30,000).
- E. When the Client use the palm vein service at Bank SinoPac's automated service machines, he/she must follow this Agreement, the "General Terms of Agreement, Provisions for Bank Card Usage, and Agreement on Palm Vein Recognition Service" in the Account Opening General Agreement.

6. Effects of Palm Vein Transactions

- A. When the Client conduct palm vein recognition transactions, he/she should comply with the relevant regulations in Bank SinoPac's Account Opening General Agreement. Transactions executed by the Client using palm vein verification have the same effect as those done with passbooks, physical bank cards, and seals. The Client should use the Palm Vein verification transaction service themselves, remember and properly keep the Palm Vein transaction password for automated machines, and take full responsibility if this Agreement is violated, resulting in a third party using the Palm Vein verification transaction.
- B. Bank SinoPac may suspend the palm vein verification service at any time without prior notice in any of the circumstances listed in Article I.17 in the Account Opening General Agreement or the following scenarios:

- a. Palm vein is applied for by someone other than the Client, or the palm vein is falsified/altered or used for illicit activities such as money laundering or fraud.
  - b. The Client is listed as a warning, derived control account, temporary suspension in all accounts of Bank SinoPac, or if Bank SinoPac determines, in sound judgment, that the account has been improperly used.
  - c. The Client's violation of laws and regulations causes harm to the rights of Bank SinoPac or other illegal activities.
- 7. Transaction Data Records and Storage
  - A. In case of any doubts regarding the transaction records using palm vein, the applicant may apply as per Article 1 (8) of the Account Opening General Agreement by Bank SinoPac.
  - B. Bank SinoPac may, for the purpose of protecting consumers' rights pursuant to the law, keep the records of all applications and transaction instructions authenticated by Palm Veins for at least five years unless any other regulations stipulate a longer period.**
- 8. Complaint Channel

For the use of palm vein authenticated transactions, or if there is any doubt or complaint about these agreed terms, please call Bank SinoPac's 24-Hour Customer Service Hotline at (02)2505-9999.
- 9. Other Agreed Matters
  - A. The Client agrees that Bank SinoPac can collect, process, and use the Client's palm vein authentication transactions for the purpose of palm vein feature recognition and agrees to comply with the relevant content of the Personal Data Protection Act when Bank SinoPac collects personal data.
  - B. Bank SinoPac may disclose these agreed terms in the Account Opening General Agreement and website announcements of Bank SinoPac and agrees that Bank SinoPac may replace notifications by placing them in business units and publishing them on the Bank SinoPac website upon term amendments. Any Client who does not agree with this Agreement may terminate this Agreement at any time.
  - C. In addition to these agreed terms, the Client agrees to comply with the relevant content of the Account Opening General Agreement when using the palm vein service and has reviewed the full terms on the Bank SinoPac website (mma.sinopac.com).
  - D. Any matters not expressly covered herein shall be governed by Bank SinoPac's Account Opening General Agreement or other mutually agreed terms.