



**Taishin International Bank**

# **General Agreement of Deposit Business**

# 台新國際商業銀行 存款業務總約定書

## Taishin International Bank General Agreement of Deposit Business

Reference Number: 990716

The applicant to this Agreement (“the Applicant”) agrees that all kinds of deposit business transactions (including opening accounts for deposits of all currencies and terms, deposit and withdrawal, fund transfer, remittance, ATM card and deposit pledged to secure a loan) between the Applicant and Taishin International Bank (“the Bank”) shall be governed by relevant regulations of the Bank and the terms and conditions of the following General Agreement of Deposit Business (“the Agreement”) within all applicable scopes.

### Chapter One General Terms and Conditions

#### Section 1 General Principle

Article 1 When the Applicant applies to the Bank for opening deposit accounts, the ROC laws and rules, explanations, procedures of the Bank shall apply to the name of account holder, specimen seal, types of deposit, etc. and the other business related to the Agreement. In case of the Applicant is of foreign nationality, the condition of establishment, efficacy and the way of the legal act by the Applicant shall be governed by the ROC laws and rules.

Article 2 If any of the Applicant’s information kept in the Bank changes, the Applicant shall update it in accordance with the procedures of the Bank. If the Applicant fails to update it in accordance with the procedures of the Bank as soon as the information changes, and the Applicant therefore suffers any inconvenience or is negatively affected, the Bank shall not be responsible at all. **When the Applicant changes the name of the account and has already completed the changing procedure in other financial products of the Bank, the Applicant, according to the Contract, shall still follow the procedure for changing the name of the account and changing the specimen seals. Otherwise, the Bank has the right not to continue rendering the service, and the Applicant shall be liable for any damage caused by it.**

Article 3 If the Applicant applies for opening preparatory office deposit account in the name of its representative but fails to complete incorporation registration and take the relative licenses for registration certificate and the specimen seal to the Bank to apply for changing name of the account holder and basic information within the required period of the Bank (currently 6 months from the date of the account opening), the Bank may change the name of the account holder from the preparatory office to the personal account of its representative.

Article 4 The Applicant may deposit cash, fund transfer or deposit negotiable instruments acceptable to the Bank in the deposit accounts. **Every kind of deposited negotiable instrument may be withdrawn interests or principal only after the Bank collects the amount payable by the negotiable instruments.** If a negotiable instrument is dishonored or other disputes arise, the Bank may debit the amount payable by the dishonored negotiable instruments from the accounts of the Applicant or request the Applicant to make up the same amount. If the aforesaid situation occurs, the Applicant shall apply in writing and seal the specimen seal for returning the dishonored negotiable instrument upon being notified by the Bank. If the Bank is unable to contact the Applicant due to changes of the Applicant’s home address, mailing address or contact telephone number, the Bank shall have no obligation to take any measures to preserve the rights on the negotiable instruments for the interests of the Applicant and shall not be liable for any responsibility. **If the Applicant withdraws or debits any amount of the deposited negotiable instruments from the deposit account of the Applicant before the Bank collects the amount payable by the negotiable instruments, the Applicant shall return the amount to the Bank or the Bank may debit the amount from the deposit account of the Applicant as soon as the Bank discovers and notifies the Applicant. The Bank shall not be liable for any disappearance of the deposited negotiable instruments for authorization to collect payment thereof, which the disappearance is not attributable to the Bank. If the Applicant deposits the negotiable instruments in the Bank and authorizes the Bank to collect payment, the Bank may charge the Applicant service fees. The Bank will announce the standard of service fees by public notice.**

Article 5 If the deposit account of the Applicant is deposited foreign currency negotiable instruments and the place of payment is in the foreign country, the laws of such country shall apply. **No matter the amount payable by the negotiable instrument is authorized to the Bank for collection or financing/fund advance by the Bank, if (1) the negotiable instrument is dishonored, or (2) authorized bank or drawee bank in foreign country recoup paid amount and collect dishonored negotiable instrument penalty, or (3) other disputes arise, the Applicant agrees that the Bank may debit all amount recouped and collected by the foreign banks.** If insufficient, the Applicant shall reimburse the Bank upon being notified by the Bank. The Applicant shall apply for returning the aforesaid dishonored negotiable instrument when the instrument is dishonored by the drawee. If the Applicant refuses to retrieve the dishonored negotiable instruments or the Bank is unable to notify the Applicant for any reason,

the Bank shall have no obligation to take any measures to preserve the rights on the negotiable instruments for the interests of the Applicant and shall not be liable.

Article 6 The remitted amount to the deposit account of the Applicant from inter-bank remitting will become effective only upon the confirmation of the Bank. **But if the inward remitted amount in the deposit account of the Applicant by telegraphic transfer from inter-bank remitting bank is notified as being cancelled by the remitting bank after the amount is deposited to the deposit account of the Applicant, or the Bank is not reimbursed, the Bank may cancel the deposited amount at its discretion. If the amount is deposited to the deposit account of the Applicant due to mis-spelt account number or name of the account holder or due to mistakes of the Bank, the Bank may debit it from the Applicant's deposit account without notifying the Applicant. If the deposited amount has been withdrawn, the Applicant shall return upon being notified by the Bank, and no delay is allowed.**

Article 7 Inward Remittance in Foreign Currency:

When the Applicant receives an inward remittance in foreign Currency, if the English name of the account and the account number indicated in remittance text accords with the Applicant's information kept when opening the deposit account, the Bank may directly transfer the remittance to the deposit account of the Applicant without the Applicant's signature in Instructions for Inward Remittance. However, the Applicant shall still provide the essence of the foreign remittance transaction. The remittance is in the possession of the Applicant upon being transferred to the account of the Applicant, and the Applicant shall not raise any objection to the Bank for lack of signature in Instructions for Inward Remittance. **If the account number in the remittance text of the foreign remittance is the TWD Account,** the Applicant agrees that the exchange rate, posted by the Bank, is based on the then prevailing bid price of the belonged currency when depositing to the account of the Applicant, and the Applicant shall be responsible for foreign exchange loss and any dispute. In the case of sale and purchase of foreign currencies which amount exceeds/equals the equivalent of NTD 500,000, because a "Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions" form is required to be filled out and declaration to the Central Bank of the Republic of China is needed, the Applicant shall still visit the Bank to fill in related information and follow the procedures of declaration. The Applicant shall authorize the Bank to debit the related expense from the inward remittance or the Applicant's deposit account. Besides, if the currency in the remittance text of the foreign remittance is in NTD, the Applicant agrees that the Bank shall directly notify the remitter bank that the Bank cannot process the remittance text of the remittance.

Article 8 Outward Remittance in Foreign Currency

(1) The Applicant authorizes the Bank or the correspondent bank to use any proper method to remit outward and to indicate any foreign correspondent bank as the beneficiary bank or intermediary bank. The Bank shall not be responsible for any error made by foreign beneficiary bank or intermediary remitting bank, when the bank is designated by the Applicant or appointed by the Bank whereas the Bank has done its duty to choose and instruct. If the Applicant requires the Bank to trace or inquire, the Applicant shall bear the postal and telecommunication cost and the extra fee required by the foreign bank, and the Bank may ask the Applicant to pay a portion of the fee in advance before execution.

(2) The Applicant hereby agrees:

1. **The Bank shall not be liable for any loss incurred in remitting which is not attributable to the Bank. (For example: breakdown of telecommunication equipment, circuit, etc. Loss or damage of remittance check occurred in transit)** If aforesaid occurs and the Applicant requires the Bank to help register the loss, suspend the payment, cancel the remittance, or change the remittance, the Applicant shall bear the postal and telecommunication cost and the extra fee required by the foreign bank.
2. The foreign beneficiary bank assigned by the Bank may make the payment to the beneficiary in original currency or make the payment by exchanging into the local currency based on the then prevailing exchange rate, or directly deposit to the account of the beneficiary, and the Applicant shall not raise any objection.
3. Any additional service fees charged by the beneficiary bank or the intermediary bank pursuant to its local banking practice shall be debited from the amount remitted, and the Applicant shall not raise any objection.
4. If an outward remittance to foreign country is debited from the foreign currency deposit account, **the Applicant authorizes the Bank to directly debit the money from the account number written in "Application Form for Outward Remittance" /"Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions", and the Applicant needs not fill in an extra withdrawal slip.**

Article 9 Buying and Selling Business of Foreign Banknote and Traveler's check:

(1) **When the Applicant deposits foreign banknote to the foreign deposit account or time deposit account, or remits outward using foreign banknote, in case the banknote is found counterfeit by the issuing government or related financial institutions, the Applicant unconditionally agrees that upon being notified by the Bank, the Applicant shall return the equivalent value of banknote in the currency which the Bank originally received or in other currency after being exchanged based on the then prevailing exchange rate posted by the Bank, and shall not object or contradict to the Bank for any reason. If the Bank sustains any damage as a result, the Applicant shall be liable for reimbursement. The Applicant**

hereby agrees that if the banknote returned to the Bank also found counterfeit, the Applicant shall deal with the problem by aforesaid method. Besides, if the Bank must answer any lawsuit which requires the Applicant to appear in court to testify, the Applicant also unconditionally agrees to cooperate.

- (2) When the Applicant withdraw traveler's check from the foreign deposit account, the Applicant shall sign in the signature column, located at the upper left corner, right after obtaining the traveler's check, and separate the procurement record from the traveler's check for safekeeping to prevent loss or theft of the traveler's check. The Applicant shall follow the terms in the "Agreement of Encashment of Foreign Currency Negotiable Instruments" when depositing the traveler's check in the foreign deposit account or the time deposit account.
- (3) The Applicant shall pay the transaction handling fee to the Bank when involving foreign banknote transactions mentioned in aforesaid two articles, the fee is calculated by the following standard:
  1. US Dollar calculation based on equivalent value of one US Dollar to 0.15 New Taiwan Dollar
  2. Other foreign currencies calculation based on equivalent value of cash bid/ask price minus spot bid/ask price.

Article 10 The Applicant shall withdraw with the passbook and the specimen seal or through the other way arranged when visiting the Bank counter in person.

Except for transactions by using various kinds of electronic equipment or arranged fund transfer payments, all certificates of the transactions of the deposit accounts between the Applicant and the Bank shall be confirmed by specimen seal on each seal card. However, changing of specimen seal and signature shall be confirmed by the original specimen seal and signature, unless otherwise provided in other terms and conditions of the Agreements. If the original signature or specimen seal is changed, the changed signature or Specimen seal shall be used.

If the Applicant and the Bank agree that the signature and the specimen seal of the designated deposit account is the same as that of other deposit accounts (the "Main Account") in the Bank (i.e. function of reference specimen seal), the Applicant agrees that when revoking the Main Account, the signature and the original specimen seal of the Main Account may still applies to the designated deposit account. The Applicant may use the signature and the original specimen seal in all business, not influenced by the revocation of the Main Account.

Article 11 The Applicant's passbook of the NTD account, specimen seal, ATM Card or certificate of time deposit shall be preserved in diligence and kept secret by the Applicant. If lost, damaged, stolen, or deprived of any kind, etc, the Applicant shall immediately notify the Bank and process the procedure for statement of lost. Except that the Applicant has processed the procedure as completely for written statement of loss by visiting the Bank in person or for statement of loss of ATM Card, passbook, specimen seal, etc. by Telephone Banking, Internet Banking or Mobile Banking service systems of the Bank which PIN input is required, in other matter like the certificate of time(savings) deposit is lost, damaged, stolen or deprived of any kind, the Applicant may call the Bank for the statement of lost first, and visit the Bank in person to complete the written statement of lost before the end of the next business day, then the procedure of statement of lost is complete. If the Applicant fails to complete the aforesaid procedure in time, the Bank may temporarily stop providing services in the Agreement. If the deposit of the account is withdrawn by fraud, the Bank is Irresponsible. The payment by the Bank shall be valid to the Applicant as long as the presented specimen seal, passbook, certificate of deposit, ATM Card or other arranged transaction certificates are correct. But as for ATM cards, if the Bank or the financial institution, which owns the automated service facilities, does not exercise the due care of good administrator when controlling the Information System, which along with other reasons attributable, the Bank shall be liable for damages resulting from the fact that the PIN is used without authority or stolen and unlawfully used.

The Applicant agrees that photocopies of the certificates, pictures, sound record or information saved in computers in relation to the transactions kept by the Bank shall bear the equivalent legal effectiveness to the original certificates, and shall be valid for proof of all transactions of the Applicant.

Article 12 Under this General Agreements on Deposits Business, "switch-off time of account affairs" shall mean 10:00 p.m. acting as the cut-off time of "first business day" and "second business day" (ex. From 10:00 p.m. on Friday to 10:00 p.m. on Saturday is the same business day). "Business hours" shall mean 9:00 am to 3:30 p.m. on each of business day. "Business day" shall mean each of the day financial institutions open to the public and operate regularly. The Applicant agrees that the aforesaid "switch-off time of account affairs" and "business hours" may be changed by the Bank from time to time, subject to the necessity of the business. However, the Bank shall announce by public notice at the operating offices or on the website of the Bank 60 days prior to such change, and the Applicant shall be advised of the option to object and terminate the Agreement before such change becomes effective. If the Applicant fails to terminate the Agreement within the aforesaid period, the Applicant shall be deemed to have agreed with the change.

Under the Contract, "Internet ATM" shall mean the area labeled as "ATM" or "Internet ATM" in all portal sites over the Internet, where after the Applicant connects the "IC ATM CARD" to the "Chip Card Reader", the Applicant can enjoy all kinds of financial services except for withdrawal of cash. Balance inquiry, inner-bank or inter-bank fund transfer, and designated or non-designated account fund transfer are among these services.

Article 13 The Applicant agrees that if using the automated service facilities, Telephone Banking, Internet Bank and Internet ATM service systems of the Bank or automated service machines of other banks which are members of the inter-bank network of the Financial Information Service Co., Ltd. (the “FISC”), it is subject to the process time of every service systems of the Bank and automated service machines of other banks. Transactions after the Bank’s “switch-off time of the account affairs” are considered transactions of the second business day.

Article 14 The Applicant agrees that where telephone, ATM Card and other arranged transactions PIN are required during transaction processing of services provided by the Bank, if the inputted PIN or other certificate is correct, the Bank may consider it valid instruction from the Applicant. The Applicant shall take the responsibility of preservation and confidentiality. If the PIN or relevant evidencing confirmations are used without authority or stolen and unlawfully used by third parties, the Applicant shall be liable for all damages incurred and all damages suffered by the Bank. However, if the Applicant may prove that the PIN is used without authority or stolen and unlawfully used because the Bank does not exercise the due care of good administrator when controlling the Information System, the Bank shall be liable for its own damages.

Article 15 When using automated service machine, Telephone Banking service system, and the Internet ATM service systems of the Bank which PIN is required for confirmation of identity, if incorrect PIN is inputted for four consecutive times, the Bank may automatically lock up the service of the service systems for security reasons. The Applicant shall present the I.D. Card and specimen seal to the Bank for applying for reactivation. When the Applicant visiting the Bank to apply for using the Internet Banking service systems, the Applicant is required to input the PIN, **the I.D card number and the username. If the incorrect username or PIN is inputted for four consecutive times**, the Bank may automatically lock up the service of the service systems for safety reason. The Applicant shall present the I.D. Card and specimen seal to the Bank counter for applying for reactivation; or through automatic service machines or the **Internet ATM (card reader is needed)by way of inserting the IC ATM CARD and inputting the PIN to apply for reactivation online.** But if the Applicant applies for the use of the Telephone Banking service system or Internet Bank service system inputted incorrect PIN for four consecutive times, the Bank may lock up the service system of the Internet Banking. The Applicant may apply for the Internet Banking services anew through the Internet Banking . But the only function remains in the Internet Banking service system is the inquiry service.

Article 16 All fund transfers by the Applicant after the “switch-off time of account affairs” of the Bank shall be transactions of the second business day. The amounts of inward fund transfer are available for ATM Card Withdrawal, ATM Card Fund Transfer, Telephone Banking service system fund transfer or outward fund transfer by other automated service machines of the Bank. However, each of the transactions shall be transaction of the second business day. If the amount of inward fund transfers by the Applicant after the switch-off time of account affairs of the Bank is beyond the business hours and too late for batch debit process from the deposit account for inward fund transfer, the Bank may choose not to process the automatic debit and payment operation on the second business day or to process it automatically on the second business day. If the deposit account for inward fund transfer is a checking deposit account and the fund transfer transaction by service systems is beyond the closing time of the Clearing House for dishonoring negotiable instruments and leads to the consequence of insufficient balance of the checking deposit account for amount payable by negotiable instruments due on that day, the Bank may dishonor the negotiable instruments. The Applicant shall be liable for and the Bank shall be free from any responsibility.

Article 17 If the Bank provides service of scheduled fund transfer transactions through Telephone Banking or Internet Banking service systems, the Applicant agrees that scheduled fund transfer will be effective only where registration time and cancellation time of the scheduled fund transfer must be prior to the “switch-off time of account affairs” of the prior business day to the scheduled fund transfer day. To execute the scheduled transactions, the Bank may debit amount after the business hours of the prior business day to the actual execution day. The cumulative amount of the deposit will be counted in on the effective day. If the balance of the Applicant’s account is insufficient for debit when the Bank executes the scheduled fund transfer, the Bank may decide not to execute the scheduled fund transfer and the Applicant shall not be dispute it. In addition, after the scheduled fund transfer is scheduled but before the actual execution day, if the Applicant apply to the Bank for change of transaction PIN or termination of such service, the scheduled fund transfer shall be still valid and the Bank may execute it, unless otherwise a written instruction stating cancellation of the prior scheduled fund transfer has been made.

Article 18 If the Applicant processes transactions by using ATM Card, Telephone Banking, Internet Banking and Internet ATM services after “switch-off time of account affairs” of the Bank, the cumulative amount of deposit will be counted in on the second business day.

If the aforesaid transactions cause the Applicant’s credit amount to be used, the Bank may begin to charge interest for using credit amount on the second business day.

Article 19 The fund transfer amount by using ATM Card, Telephone Banking, Internet Banking or Internet ATM service systems is limited to the actual balance of the Applicant’s outward fund transfer deposit account when the outward fund transfer is executing. The outward fund transfer unit is the smallest unit of the currency announced by the Bank by public notice for the outward fund transfer deposit account. **The regulations of the Agreement shall govern the most amount of fund transfer each time**

and cumulative amount of fund transfer on each day (from 0:00 to 24:00) to and the basis of calculation.

Article 20 If execution of deposit account transactions under the Agreement involves different currencies exchange, the foreign exchange rate of the Bank at the time of buying, selling or exchange rate shall apply. The Applicant shall bear risks of all fluctuations, exchange restrictions or exchange losses in relation to relevant foreign exchange.

Article 21 Declaration of Foreign Exchange

If the account transaction by the Applicant under the Agreement involves matters requiring declaration of buying or selling foreign exchange to Central Bank of the Republic of China, the Applicant shall do in person and fill out “Declaration Statement of Foreign Exchange Receipts” or “Declaration Statement of Foreign Exchange Disbursements” in accordance with related laws and rules. If the Applicant designates a mandatory, the mandatory shall present the letter of mandate and identification documents of both the Applicant and the mandatory when declaring, and make the declaration in the name of the Applicant. If foreign exchange transactions of buying or selling are denied due to restrictions of laws or rules, or due to the Applicant’s relevant foreign exchange quota being used up, the Applicant shall take all responsibility. If the Bank notices the foreign exchange quota has been exceeded by the Applicant, the Bank has the right not to execute the related transactions. If the Bank notices the fact after executing the related transactions, the Applicant hereby agrees the Bank may write off the portion which exceeds the foreign exchange quota stipulated by the Central Bank of the Republic of China.

Article 22 If any of the Applicant’s certificates of deposits or signature or specimen seal are counterfeited, altered, or changed without authentication but the Bank is unable to identify it even exercising due care of good administrator and considers compliant and disburse, the Bank shall not be liable for any loss.

Article 23 If the Applicant finds any error or is suspicious about the transactions when receiving passbook, mailed statement of account or transaction statement or electronic message obtained by other ways from the Bank after the transactions has been completed, **the Applicant may notify the Bank in person or in writing within 14 days after receiving the aforesaid materials to re-examine.** If delay, the information of account record shall be deemed correct. The Bank shall investigate the Applicant’s inquiry or dispute and notify the Applicant of the status or result of the investigation by telephone or in writing within 14 days after the inquiry or dispute arriving to the Bank. If transactions record is found to be incorrect after investigation, the Bank shall correct it.

Article 24 The Applicant may terminate any deposit account or service item under the Agreement at any time; however, the Applicant shall come to the Bank to apply for termination in person, or authorize an agent in writing to do it. If one of the followings happens, the Applicant agrees that the Bank may temporarily stop providing services, in whole or in part, at any time, and may terminate the Agreement, in whole or in part, in writing or in other proper ways at any time:

- (1) The Applicant defaults in any of the transactions (including credit extending) with the Bank.
- (2) Provisional attachment, provisional injunction, compulsory enforcement or other legal actions are taken against the Applicant, or the Clearing House announces the Applicant a rejected account holder by public notice, or there are other facts sufficient to consider the Applicant’s credit declining, or the court announces the Applicant in status of bankruptcy or restructuring, or a notification has been made by the government authorities which states the accounts being used unlawfully or in danger of being misused.
- (3) The Applicant assigns the rights and obligations under the Agreement to a third party without prior consent of the Bank.
- (4) The Applicant violates any other terms and conditions of the Agreement and fails to correct after being requested to correct and perform within time limit.
- (5) If the Bank considers the service provided in violation of the laws, rules or regulations or the policy of the government.

If any of the instances stated in the preceding paragraph occurs, the Bank has the right to dispose the Applicant’s deposit accounts to the necessary extent without ordinary withdrawal procedure before the termination of the Agreement. The Bank may offset the deposit balance against the Applicant’s debts to the Bank (including principal, interest, default interest, penalty, fees and damages). **As for checking deposit/securities deposit accounts (settlement account), the Bank shall terminate the deposits contract with the Applicant in advance or simultaneously before the Bank may offset or debit amount payable from the deposit account of the Applicant.**

Article 25 If the deposit business of the branch of the Bank in which the Applicant opened account is in the status of off-line in computer system, the Applicant agrees that the balance for withdrawal of the account shall be subject to the Bank’s calculation when the Applicant visits the Bank to present the passbook with the specimen seal or presents checks with the specimen seal.

Article 26 The parties to this Agreement agree that any instructions or electronic message transmitted or received by all services under this Agreement are delayed, omitted or incorrect due to the fault of one party and the counter party suffers loss, the default party shall be liable for the direct loss (loss of profit not included) and the accrued interests. The Applicant shall be liable for the loss of the Bank if caused by the Applicant’s using services under this Agreement unless the loss caused by the Bank’s willfulness or significant negligence. In addition, the Bank shall be liable for the loss caused by willfulness or significant negligence from the Bank or the auxiliary.

Article 27 Failure to perform or delay in performance of obligation of the services hereunder due to reasons not attributable to

either party, natural disaster, strike, labor stoppage, wars, government regulation restrictions shall not be considered in breach of the Agreement, and neither party shall be liable for any loss or damage.

**Article 28** If computers of the facilities related to the transactions between the Applicant and the Bank break down or other instances not attributable to the Bank occur, the Bank may temporarily stop providing all relevant services. If the designated transactions therefore cannot be completed on the agreed date, the Applicant agrees that the Bank may process the transactions on the business day after the breakdown or instances not attributable to the Bank being eliminated, where the Bank shall not be liable for any damage and be in no breach of the Agreement.

**Article 29** The Applicant agrees that all kinds of payment or fees payable under this Agreement or restrictions and regulations of the Banks on every transaction and service shall be processed by the Bank in the following ways:

- (1) The Applicant agrees that the Bank may without ordinary withdrawal procedure, unless otherwise provided in the Agreement, debit from the Applicant's deposit account all service fee, principal, interest, default interest, penalty and process fees, postage, acceptance surcharges, discount interests, promise fees, guaranty fees, custodian fees, over-the-counter service fee, account management fee, penalty of dishonored negotiable instruments due to insufficient deposits (if there is any unreturned negotiable instrument of the rejected account, the penalty shall be counted by number of the negotiable instruments), fees for cancellation record of rejected negotiable instruments and foreign exchange losses for services or transactions provided by the Bank. In addition, the amounts payable to the Bank by the Applicant do not include any tax or levy. If any, the Applicant shall pay additional amount and authorize the Bank to debit from the aforesaid account.
- (2) The Bank may charge the Applicant for service fees if the Bank mails or faxes documents to the Applicant (or the person designated by the Applicant) by request of the Applicant. The Bank may debit in the same way as stated in the above paragraph.
- (3) If the Bank is required to enter into litigations, arbitrations, mediations or other negotiations with third parties regarding the performance of this Agreement due to the instances not attributable to the Bank, all expenses occurred, including but not limited to attorney fees, litigation, arbitration or mediation fees and other processing fees shall be borne by the Applicant. The Bank may debit the aforesaid fees if actually occurred in the ways as stated in paragraph one.
- (4) Amounts payable for services or regulations of the Bank for transactions and services, such as inter-bank payment, minimum deposit amount for opening a new account and minimum amount of principal for calculating interest, over-the-counter service, account management, restrictions and surcharges for using ATM Card, services items and surcharges for Telephone Banking, Internet Banking and Internet ATM service systems, interest rate of combined deposit and loan secured by pledged time deposits, calculation of time deposit interest period, deadline for the change of the name of a preparatory office, restrictions on all automated transactions (such as calculation of cumulative frequency of transactions and cumulative time of transaction and limit of transaction amount, "switch-off time of account affairs" and business hours of each day), surcharges for negotiable instruments authorized for collection, the principal of transaction in foreign currency, the fees/expenses, restrictions or scope of service will be announced by the Bank by public notice in the business places or on the website of the Bank. If intending to change, the Bank shall, 60 days prior to change, place relevant service and surcharge standard in the operating offices of the Bank for the Applicant to look up, or publish on the website of the Bank, or inform the Applicant about the change of the fees by e-mail, and shall inform the Applicant of the rights to object and terminate the Agreement before the change becomes effective at the same time. If the Applicant fails to terminate this Agreement in time, the Applicant shall be deemed accepting the change.

**Article 30** The Applicant agrees that if the balance of demand (savings) deposit account is less than minimum amount for calculating interest (NTD 10,000 at demand (savings) deposit account), and there is no transaction (including deposit, withdrawal, application of changing the specimen seal, application of passbook, application for specimen seal and ATM Card statement of lost, etc.) for more than one year, the Bank may transfer the balance of the deposit to a dormant account.

- (1) After the deposit account being categorized as dormant, the account allows no transaction provisionally. If there are negotiable instruments, which are authorized for collection, due on next day, and the successful inward clearing or arranged tax, credit card, deposit account for inward fund transfer to public utility fees and successfully debited from the account. From the date of successful debiting, the deposit account is immediately removed from the restriction as dormant. If the account is in accordance with the former situation as dormant afterward, the Bank may transfer the balance of the deposit to a dormant account.

During the period the deposit account as a dormant account, the automated service facilities as the ATM card, Telephone speech and internet bank and so on or the transfer transactions or money deposit (including of interbank remittance) and so on will temporarily out of function.

- (2) If no aforesaid proviso, if the Applicant wants to recover the dormant account, the Applicant shall present ID card, driver's

license and National Health Insurance Card or other original certificates issued by the government which attached photograph and is capable enough for identification, and apply to the Bank in person. The corporation shall present Certificate of profit seeking enterprise and other aforesaid original certificate of the manager which is capable enough for identification.

**Article 31 Warning account: If the account of the Applicant opened in the Bank has notified by the government that shall set up as “Warning Account”, the terms and conditions for the definition of the “Warning Account” is all in accordance with the “Regulations of Suspiciously Unlawful or Apparently Abnormal Deposit Accounts”.**

Article 32 The Bank shall withhold and pay on behalf of the Applicant the tax of the interest of Applicant’s deposit or other taxes which shall be borne by the Applicant in accordance with laws and the Applicant authorizes The Bank to automatically withhold it from the Applicant’s deposit account. If the Applicant is qualified for tax exemption, the Applicant shall complete the tax exemption procedure and present the relevant documents to the Bank for exemption from withholding, unless for whom the Bank is not required to withhold tax in accordance with laws.

Article 33 The Applicant understands that all transactions of the deposit account under the Agreement shall be executed based on the Applicant’s own knowledge, experience and independent decision, and the Bank has no obligation to provide any information or advice. If the Bank or its employees and clerks have provided information or any advice, it is merely for reference. The Applicant shall decide independently and then transact and shall not request the Bank to be liable for any responsibility due to the information or advice provided by the Bank or its employees.

Article 34 If any terms and conditions of the Agreement is amended, deleted or altered, or the service items related to the Agreement are amended or altered, the Bank shall, 60 days prior to the change, notify the Applicant in writing, or by public notice in the operating offices of the Bank or on the website of the Bank which shall state that the Applicant may object before the change becomes effective; otherwise the Applicant shall be deemed accepting the amended, deleted or altered terms and conditions or the amended service items shall be applicable automatically. However, if the benefits of amended service items becoming effective are altered by laws, rules, or regulations of the Bank and the Applicant must apply for the amended service items, the aforesaid shall not be applicable.

Article 35 The Applicant shall not assign or pledge the deposit (excluding assignable certificate of time deposit) to others to secure a loan without prior consent of the Bank.

**Article 36 If the Applicant has a limited capability when this Agreement is applied, the related financial services (including application for specimen seal and passbook, report of the loss of the ATM Card and changing of specimen seal), shall all be processed by the legal representative and the Applicant both parties to the Bank, or by the legal representative bringing the “Letter of Application / Change of Transaction by underage person (under 20 years old) and the Legal Representative Acting Letter” that has been signed by the other party to the Bank.**

**Article 37 After the Applicant executes Application Form for opening an account and thus the Agreement is applicable, the terms and conditions of the Agreement will automatically apply to all transactions and services of deposit accounts opened before the Agreement is effective.**

Article 38 The Applicant agrees the address specified on the Agreement when executing the Agreement shall be the place where the relevant documents shall be served. If the address of the Applicant or the contact window changes, the Applicant shall notify the Bank in writing or in other formats acceptable to the Bank and agrees that the new address will be the place where documents shall be served. If the Applicant fails to notify of changing of address as aforesaid, the Bank may mail documents to the address specified on the Agreement when executing the Agreement or to the last address informing the Applicant, and the documents shall be considered duly served after ordinary postal delivery period from the mail sent. If any of mailed notices to the Applicant by the Bank is returned, for the purpose of protecting the information of the Applicant, the Applicant agrees that the Bank may decide temporarily stop all (or part) of the relevant documents delivery. The Applicant shall not use this as any defense. The former appointment, the Applicant and the Bank agree with notifying by e-mail of electronically transmission message. The change of the Applicant’s e-mail address is the same.

Article 39 The Applicant agrees that the court of the location where the head office of the Bank locates, or where the branch of the Bank which has business relationship with the Applicant locates, shall be the court of the first instance for the litigation between the Applicant and the Bank relating to the Agreement, unless otherwise the exclusive jurisdiction.

Article 40 The Applicant understands and agrees that the Bank, if necessary, may outsource relevant business of deposits, computer processing affairs or relevant attached business related to the Agreement (including but not limited to the registration, process and input of data on information systems, development of information system, controlling and maintenance, marketing, printing of statements, packaging and delivery for mailing, preservation of statements and certificates, etc.) to third parties in accordance with regulations of the government authorities.

**Article 41 Except otherwise provided in other terms and conditions of the Agreements, calculation of the interest of Applicant’s deposit bases on simple interest of the annual interest rate and 365-days basis per year. When running into a leap**



year, the calculation basis is 366-days per year.

**Article 42** The Applicant entrust the negotiable instrument to the Bank. If the Applicant throwing special sealed into the “Negotiable Instrument Box” all information of the number of notes, the amount of the notes, the records of the notes, and the amount that will be designated account are judged and recognized by the Bank.

**Article 43** If the savings account of the Applicant is linked to the loan overdraft function simultaneously, and if there is a notification from the outside institution to distraint the deposit, the Applicant agrees that the Bank may transfer the executable amount of the distrainted to the other accounts payable and wait for handing over later. The Bank may return it to the client by making up for the interest difference on each interest settlement day (currently is June 20th and December 20th), or transfer it back to the Applicant account and make up for the interest difference when the dissolve distress warrant.

**Article 44** The signature of the Applicant in every application documents between the Applicant and the bank, is also considered as one of the signature used for transaction agreement with the Bank.

**Article 45** The Applicant by the arrangement of the relevant demand (savings) deposit account applying for securities authorize the assigning to settlement business, agrees that the Bank according to the Applicant’s authorization buy and sell securities company’s any securities transactions, and may be according to the securities company’s instruction to authorize payments from the designated account transfer to the securities company.

If the securities assigned account in the separate agreement authorized to be the Applicant’s security settlement account (“the Settlement Account”) in the Bank, and when the balance is not sufficient for transaction, may debited from the Applicant’s designated current account (“the Main Account”). If there is any transfer (deposit) into the previous security assigned settlement account, request the Bank to transfer it to the Applicant Main Account.

The Applicant and securities company agree to temporarily freeze the deposit of the securities assigned, and used for paying the Applicant’s stock cost. The above assigned account is arranged to debit the demand deposit account (“the Main Account”) of the Applicant in the Bank when the payable amount is not sufficient, and simultaneously freeze the main account’s balance.

**Article 46** All relevant deposits in the Bank have such guarantees as deposit insurance, insurance stability fund or other protection system.

**Article 47** Except governed by the ROC laws and rules, the Applicant and the Bank shall execute other agreements or make amendments or act in accordance with the provisions of the Agreement with respect to any affairs not articulated in the Agreement.

## **Section Two Special Terms and Conditions for Inter-branch Withdrawal**

**Article 1** The Applicant may present the passbook, withdrawal slip sealed with the specimen seal to each of the branches of the Bank in various locations to process inter-branch withdrawal from the demand deposit account without additional application.

**Article 2** The Applicant may present completely specified check which is sealed with the specimen seal to each of the branches of the Bank in various locations to process the transactions of the inter-branch withdrawal from the checking deposit account without any additional application.

**Article 3** The Applicant agrees that if the Bank exercises due care of good administer to make the inter-branch payment for the Applicant’s deposit account on behalf of the Applicant in the arranged way, the Bank is not responsible for the verification of identity. If the Applicant suffers any damages attributable to the aforesaid, the Applicant shall be liable for all damages.

## **Section Three Special Terms and Conditions for ATM Card**

**Article 1** Transactions of ATM Card are limited to the deposit accounts designated by the Applicant and the Bank.

**Article 2** The Applicant shall be in accordance with the way contracted or present the I.D. Card and original specimen seal to the Bank personally for retrieving ATM Card, PIN Slip and conducting the procedure of activate registration.

**Article 3** If the ATM Card received by the Applicant is a pre-made card, the Bank prepares the ATM Card and PIN Slip. After receiving the notice from the Bank, the Applicant shall present the ID Card and specimen seal to retrieve the ATM Card and the PIN Slip from the branch where the Applicant opened accounts or applied the ATM Card with, and complete the activation within three months. However, the Applicant does not retrieve after three months from the application date. The Bank can revoke the ATM Card and PIN Slip and consider the Applicant withdrawn the application by himself/herself. If the Applicant still wants to use the ATM card, he/she should apply to the Bank again.

**Article 4** If the ATM Card received by the Applicant is a card made at scene, the Bank prepares the ATM Card. After finishing the opening of deposit account or fill related application files, the Applicant can immediately receive the ATM card. The Applicant shall input initial PIN on the PIN PAD of the Bank immediately to complete receiving procedure after receiving

the ATM Card, and the Magnetic Stripe ATM Card will work after the Applicant reset PIN of magnetic stripe on the automated service facilities of the Bank to complete activation. If the Applicant received the PIN slip prepared by the Bank when receiving the ATM Card, the Applicant must reset the Chip card PIN at the Bank's Internet ATM or automated service facilities, and reset the magnetic stripe PIN at automated service facilities to complete activation

Article 5 As soon as the Applicant received the ATM Card, the Applicant shall reset the Chip PIN on the automated service facilities of the Bank and on the Internet ATM, and reset the Magnetic Stripe PIN on the automatic service machine of the Bank, with no limit on the times of reset. However, the length and limitation of the PIN code, the Applicant is willing to be governed now by the regulation (6 digits number) of the FISC and the regulations in the future. The Applicant shall memorize the Chip PIN and the Magnetic Stripe PIN and preserve the PIN and ATM Card in different locations with diligence.

Article 6 **The Applicant agree that the chip service of the ATM card provided by the Bank is restricted to automated service facilities and internet ATM of the Bank and the other domestic financial institutions. The Applicants uses the ATM card in automated service machines and internet ATM of the Bank and the other domestic financial institutions, only needs to enter the PIN code, then the Applicant can make any transactions.**

Article 7 The ATM Card shall not be lent, transferred of title or pledged to other persons. If violating, the Applicant shall be responsible.

Article 8 When the Applicant uses the ATM card in automated service machine set up by the Bank, the highest amount of withdrawal is currently NTD 30,000 per transaction; any withdrawal made from the automated service machines set up by the members of the inter-bank network of the FISC, the highest amount of the withdrawal is currently NTD 20,000 per transaction. The highest amount of withdrawal per day is currently restricted to NTD 100,000 or equivalent to domestic currency. However, the bank can adjust at any moment the amount of withdrawal per transaction, the starting calculation point per day, the "switch-off time of account affairs" point, the withdrawal amount and frequency per day and business hours, etc. according to the real demand and make significant announcement at the operating offices or on the website of the Bank prior to the adjustment. The Applicant is willing to obey the Bank's current regulations and the adjusted regulations in the future.

Article 9 **If the Applicant intends to apply for activation of ATM Card "Designated Fund Transfer Function" (including fund transfer to third parties accounts and inter-bank fund transfer service), the Bank will provide such service only after the Applicant and the Bank designate the inward fund transfer account. "Designated fund transfer" is currently restricted to NTD 2,000,000 each time. The highest amount of transfer is currently restricted to NTD 3,000,000 or equivalent to domestic currency.** However, the bank can adjust at any moment the amount of withdrawal per transaction, the starting calculation point per day, the "switch-off time of account affairs" point, the withdrawal amount and frequency per day and business hours, etc. according to the real demand and make significant announcement at the operating offices or on the website of the Bank prior to the adjustment. The Applicant is willing to obey the Bank's current regulations and the adjusted regulations in the future.

Article 10 **If the Applicant intends to apply for activation of ATM Card for "Non Designated Fund Transfer Function", the Applicant must designate with the Bank in writing beforehand that the Applicant's ATM Card is work in this function, and the Bank then begins to provide such service. The cumulative amount of the "Non Designated Fund Transfer" is currently limited to NTD 30,000 each time, and is also currently limited to NTD 30,000 each day. However, the aforesaid limit may be changed subject to the future regulations of the authorities to the Bank or of the Bank. The Bank shall make public notice at the operating offices or on the website of the Bank prior to the adjustment. The Applicant is willing to obey the Bank's current regulations.**

Article 11 The Applicant shall check the bank code and the number of the fund transfer in account and the amount in detail. If the bank code, number of the fund transfer in account and the amount applied or inputted by the Applicant are incorrect, causing the number of fund transfer in account or amount of fund transfer are incorrect, the Applicant shall be responsible.

But the Applicant may notify the Bank, and the Bank will cooperate for the followings in conformity with the law:

(1) Provide the transaction details.

(2) Notify the transferred bank to cooperate.

Article 12 The Applicant agrees to observe the relative regulations when do a withdrawal or fund transfer or other business by ATM Card and the PIN in the automated service facilities of the Bank (only withdrawal if using the Internet ATM) or the member of the inter-bank network of the FISC or of an international organization has a network connection to the Bank, and the scope of the service is within the limit of the services the automated service facilities or the Internet ATM accept while operating.

The Applicant's withdrawal or fund transfer or other business by ATM Card is as effective as the Applicant's withdrawal by presenting passbook and filling in the withdrawal slip with specimen seal, or by writing checks issued by the Bank with signature or specimen seal. The automated service facilities will print "Automatic Teller Machine Transaction Statement" or show the balance of the deposit account on the screen of the automated service facilities for the Applicant's verification.

Article 13 The Applicant shall be responsible for replacement cost when applying for a new ATM Card. If the Applicant

applies for a new ATM Card because the prime ATM Card damaged or the PIN is forgotten, **there is no need to return the old ATM Card, but however if there is any dispute, the Applicant shall take the responsibility.**

Article14 When the PIN code of the ATM card is incorrectly inputted for four consecutive times in automated service facilities and internet ATM, automated service facilities and internet ATM will automatically lock the chip and pause the function but will not retrieve the ATM card; the Applicant can still use the function of magnetic stripe in the Bank's automated service facilities and continue using by entering the code on magnetic stripe; however, if the Applicant wants to recover the function, he/she must go to each of the branches of the Bank in various locations to process the transactions.

Article15 When the PIN code of the ATM card is incorrectly inputted for four consecutive times in automated service facilities and internet ATM, for safety reasons, the automated service facilities will retrieve the ATM card. The Applicant shall present the I.D. Card and original specimen seal in person to the Bank for applying for a new card and the Applicant is willing to pay all the fees according the regulation of the Bank.

The Applicant has to pay the following costs of using the ATM Card , but if the Applicant meets the Bank preferential condition qualification that is provided separately, the costs will be processed according to the preferential condition:

(1) Unlocking the Card: currently is NTD 50 each time.

(2) Applying or replacing for a new Card: currently is NTD 100 each time.

If the cause of a need for unlocking or issuing a new Card is not attributable to the Applicant, there is no cost shall applied if the old Card is returned. If the cause is attributable to the Bank, the Bank shall compensate the Applicant. If in the Bank's opinion it is attributable to the Applicant, the Bank shall have the responsibility to present the evidence.

Otherwise, if the ATM card has been suspended or damaged, and if the Applicant still want to continue using the ATM card. The Applicant shall present the I.D. Card and original specimen seal to the Bank for applying for reactivation. If the Applicant inputs the PIN code of the ATM card incorrectly four consecutive times in other bank's automated service facilities and detained by other bank. The Applicant agrees to conduct with other bank's regulation.

Article 16 If the Applicant withdraws by using Automated Service Facilities of the member of the inter-bank network of the FISC, or processes fund transfer by using Automated Service Facilities or Internet ATM through the inter-bank network system of the FISC, the Applicant agrees that the Bank may debit the processing fees from each concerning deposit accounts. If fund transfer transaction by the Applicant is not processed through the inter-bank network system of the FISC, the Applicant agrees the Bank to offset necessary processing fees based on the business requirements.

The fees of each ATM Card transaction by the Applicant are as follows, but if the Applicant meets the Bank preferential condition qualification that is provided separately, the fees will be processed according to the preferential condition:

(1) Domestic inter-bank withdrawal: currently is NTD 6 each time.

(2) Domestic inter-bank transfer: currently is NTD 17 each time.

The Applicant agrees to authorize the Bank to debit the transaction fees above directly from the Applicant's account during the transaction. If the balance of the account after the fees and the transaction amount debited at the time is not enough, the Bank has the right to reject. The fees above may be in cash or debited from the Applicant's designated account. The bank can adjust the charge standard aforesaid at any moment according to the real demand by public notice at the operating offices or on the website of the Bank prior to the adjustment. The Applicant is willing to obey the Bank's current regulations and the adjusted regulations in the future.

Article 17 The record of Applicant's withdrawal or fund transfer by using ATM Card is subject to the record of the Bank or the inter-bank network system of the FISC (including magnetic tape, video tape or paper roll).

Article 18 If the automated service facility is out of service due to power failure or malfunction, the Applicant, if being a nature person, may present the ATM Card and I.D. Card to the every business unit and fill out the withdrawal confirmation. After the Bank verifies the I.D. Card and confirms the true signature of the Applicant, the Bank will make the payment and consider the Applicant's withdrawal by using ATM Card, **provided that the limit of cumulative amount of withdrawal on each day is New Taiwan Dollar 100,000.**

Article19 The Applicant shall not duplicate or change the form of the ATM card. If the Applicant duplicates or transform of the ATM card, the Bank can inform the authority to investigate criminal responsibility. And the Applicant shall compensate the loss of the Bank.

Article20 If the Applicant uses the Magnetic Stripe ATM Card, **the Applicant agrees that, only in automated service facilities provided by the Bank, can he/she withdraw or transfer funds.**

Article 21 Terms and Conditions for International ATM Card:

- (1) The ATM card held by the Applicant is the international ATM Card which has the function of trans-national withdrawal. If the Applicant wants to use this function, he/she should inform the Bank in advance to apply. **When the Applicant apply to the Bank for the international ATM card, the Applicant must choose one between "Permanent Trans-national Withdrawal" or "Temporary Trans-national Withdrawal" and apply to the Bank in advance. After that, the Bank just starts providing**

this service.

The former “Temporary Trans-national Withdrawal” means that the Applicant can apply to the Bank in the appointed period of time (the longest period of time is limited within 30 days) temporarily open the trans-national withdrawal. If over this period of time and the Applicant continue using this function. According to the former arrangements, the Applicant still need to apply to the Bank. However the former regulation can adjust in accordance with the government and the regulation the Bank in the future. Otherwise, when the Applicant withdraws domestic currency using the international ATM card in foreign country, the Applicant shall obey the restricted amount regulated by the foreign automated service facilities.

- (2) When the Applicant use the international ATM card to withdraw the money abroad, the Bank will make payment with equivalent domestic currency through the domestic automated service facilities. The exchange basis of equivalent NT dollar is based on the quote dollar price of the international institution which collaborates with the Bank on the day of withdrawal. **The Applicant also agrees that the Bank may charge the fee which is 2.05% of the withdrawal amount per transaction, and NTD 70 for withdrawal fee.**
- (3) When the Applicant use the international ATM card to conduct foreign exchange transaction, According to the regulation of the Central Bank and the arrangement of two parties, the Applicant authorize the Bank in R.O.C as agent to sale and purchase of the foreign currencies. For the agency of the Bank, the Applicant admits all the contents and shall not raise any objection. The Applicant shall control the cumulative amount of sale and purchase of foreign currencies by himself/herself not to exceed the amount set up by the Central Bank. The Applicant also agrees that the Bank does not have the duty to active inquire. If the Bank has informed that the Applicant is out of the restriction amount, the Bank has the right to refuse paying. If the Applicant uses the international ATM card to conduct foreign exchange and exceed the usable amount, the Applicant shall be liable by himself/herself and the Bank shall be free from any responsibility.
- (4) If the automated service facilities of the Bank provide foreign currencies for withdrawal, the Applicant who can withdraw foreign currencies on the automated service machines of the Bank must be a ROC citizen or legal resident and over twenty years old. And all foreign currencies withdrawn is calculated and debited in NTD to accounts at the selling price of the posted foreign exchange rate of the Bank on the transaction day.

Article 22 If the Applicant closes the deposit account by terminating the Agreement with the Bank or terminates using ATM Card, the Applicant shall return the ATM Card except the situation of ATM Card losing. If the Applicant terminates using ATM Card by the Telephone Speech Service System, the Applicant may keep the ATM Card, but the Applicant shall be liable for all arising disputes.

Article 23 The Applicant agrees that the Bank may also at anytime terminate one part or all of the Agreement, or temporarily suspend the ATM Card services if (1)the Bank was informed by the government or (2)the Bank thinks that the Applicant’s deposit accounts are illegally or improperly used (such as one of the following conditions) under considering the objective facts or (3)the Banks considers that it is necessary:

- (1) The ATM Card has been counterfeited, remade, or used for illegal use such as money laundering , fraud, etc.
- (2) The Applicant’s account is listed as temporarily suspended or as a warning account by the law.
- (3) The Applicant violated the law, damaged rights and interests of the Bank or other illegal actions.

Article 24 **When using the deposit function without the ATM Card, the maximum amount limit for general savings account is restricted to NTD 50,000 per transaction. The maximum amount limit for general demand deposit account, business account, and virtual account are restricted to NTD 200,000 per transaction. The Bank may at any time adjust the deposit limit according to business demand.**

Article 25 **When the Applicant uses the ATM Card to deposit cash into other person’s account by using automated service of the Bank, the amount limit of non designated transfer account of the ATM Card shall apply. No amount limit shall apply if the account is the depositor’s own account.**

Article 26 The Applicant understands that the Bank has not restricted the ATM Card usage when the transaction amount or frequency has reached certain standard, the ATM Card cannot be used until the passbook is updated. The Applicant agrees to update the passbook according to his/her own demand.

Article 27 The Bank will announce at the operating offices or in the Bank’s website if there is an adjustment about any services payable amount or regulations the Bank transactions and services, such as: Limits of the ATM Card usage (including the fees for unlocking, reapplying the Card, inter-bank transfer transaction), limits of the automated transaction (such as cumulative transaction frequency, cumulative transaction time, calculation of the amount limit, everyday’s “switch-off time of account affairs”, operating hours)

Article 28 One card multi-accounts ATM Card function terms and conditions:

- (1) If the Applicant applies for the one card multi-accounts function, an application to the Bank is needed beforehand. Each card may contain up to 8 accounts (including withdrawal and fund transfer function). If the Applicant has had the ATM

Card, and intends to apply for the above function, the ATM Card of the other linking account, other than the main account, must be destroyed first. If the Applicant intends to apply for the above function, or intends to restore to be one card one account after applying, the Applicant agrees to pay the processing fees according to the standards regulated by the Bank.

- (2) The Applicant agrees when applying one card multi-accounts, shall design one main account, and set the chip card PIN (6 to 12 digits) and magnetic stripe PIN (4 digits) as a verification means for withdrawal from the linking account inside the ATM Card. The linking account of the one card multi-accounts can only be NTD demand deposit/savings, and securities settlement account.
- (3) One Card multi-accounts VISA Debit Card function can only applied for the main account, therefore the debit card function and balance used are based on the main account's arrangement, the other accounts inside the Card will not have these functions. The rest of the accounts arranged functions (including designated transfer account) are still based on the original arrangement.
- (4) The Applicant understands that by applying one card multi-accounts function, if the card is lost, the risk that may occur will extend to the other accounts. Therefore, the Applicant shall keep the ATM Card and PIN properly. The Applicant understands that not all of the ATM machine inside and outside Taiwan can accept one card multi-account ATM Card. If the Applicant may suffer from any inconvenience or loss caused by this, the Applicant agrees to assess and take the results before applying.
- (5) The Applicant agrees to use the specimen seal of the main account as verification for applying/terminating the linking account of the one card multi-accounts. There is no need to seal all of the linking accounts' specimen seal.

Article 29 If there is anything left out, upon the agreement of the Bank and the Applicant, written supplement or correction may be done, or to be done in accordance of the agreed methods in the Agreement.

#### **Section 4 Terms and Conditions for Telephone Banking Service System**

Article 1 Telephone Banking Service System applied by the Applicant is a service system which is connected to the Telephone Banking Service System of the Bank by the touch tone telephone and, through the automated telephone voice or clerk service, the Bank provides all services of Telephone Banking Service in accordance with the instructions inputted by the Applicant.

Article 2 The Applicant shall input the initial PIN on the PIN PAD of the Bank to set the initial value of the Telephone Banking Service System (the initial value is the value on the PIN Slip if the Applicant receive the PIN through a PIN Slip). The Applicant shall change the initial PIN through the Telephone Banking Service System of the Bank or on the PIN PAD of the business branches of the Bank so as to use the Telephone Banking transactions.

If the Applicant receives the PIN slip, the Bank needs to do the activation procedure, and after that, the Applicant shall change the initial PIN through the Telephone Banking Service System of the Bank or on the PIN PAD of the business branches of the Bank so as to use the Telephone Banking transactions.

The Applicant shall be responsible for the confidentiality of the PIN and may change the PIN without limit of times.

Article 3 The Applicant completely understands and agrees that the PIN of the Telephone Banking Service System shall be the sole PIN for transactions through Telephone Banking Service System of all deposit accounts of the Applicant with the Bank (including the deposit accounts of the Applicant in the other branch of the Bank). If the Applicant has applied for this service before, the prior PIN shall be valid for the Telephone Banking Service System and no initial PIN will be provided.

Article 4 After the Applicant changes the initial PIN, the Bank will provide all applicable system service items to all of the Applicant's deposit accounts (including deposit accounts opened in the past and in the future) and the Applicant is not required to apply for items each by each. However, fund transfer related to third parties' accounts and inter-bank fund transfer are subject to the scheduled inward fund transfer account number in writing with the Bank. The Bank will begin to provide the fund transfer service only after the changed PIN is inputted by the Applicant and is confirmed correct. This fund transfer service will become effective the day after the Applicant make the application to the Bank. If the inward fund transfer account number is the Applicant's account number in the Bank and is used for making payment for the bill of credit card issued by the Bank or other bills, no additional arrangement is required. If the Applicant has deposit transactions with more than two branches of the Bank, the Applicant may apply in person for fund transfer related to third parties and inter-bank fund transfer using the signature which is effective at the time of opening account.

Article 5 The Applicant's Telephone Banking Service System PIN is saved by the Bank in the format of unrecognizable code and cannot be known by inquiry. If the Applicant fails to remember the Telephone Banking Service System PIN so that the Applicant cannot use the Telephone Banking Service System, the Applicant shall present the ID card and specimen seal in person to the Bank to apply for re-activation.

Article 6 Whenever the Applicant uses Telephone Banking Service System to process fund transfer transactions, the Telephone Banking Service System PIN shall be used as evidencing confirmation. The Applicant shall follow the instructions of

the Telephone Banking Service System of the Bank to input the inward fund transfer account number and other data.

Article 7 If the Applicant uses the Telephone Banking Service System to process fund transfer transactions from the deposit account, the Bank's payment of outward fund transfer is as effective as the Applicant's withdrawal by presenting passbook to the Bank and filling in the withdrawal slip and signed and sealed with specimen seal, or by writing checks issued by the Bank with signature and specimen seal.

Article 8 When the Applicant uses clerk services of the Bank's Telephone Banking Service System, the Applicant agrees that the Bank may tape the dialogue between the Applicant and the clerk and all relevant record related to the service by way of telephone recording. In addition, the taped record has ultimately binding force upon the Applicant's relevant deposit accounts. If the Telephone Banking clerk mistakes when processing the fund transfer instructions of the Applicant, the Applicant agrees and authorizes the Bank to adjust the Applicant's relevant deposit accounts to the correct balance.

Article 9 If fund cannot be transferred to the designated account due to computer breakdown or other reasons when the Applicant uses the Telephone Banking Service System to process fund transfer transactions, the Applicant agrees that the Bank may return the amount of outward fund transfer to the original deposit account from which the fund is transferred. The Applicant shall not object it.

Article 10 If the Applicant makes an error of designating the incorrect inward fund transfer account number when applying for the Telephone Banking Service System, or makes an error of the amount of the fund transfer when using the Telephone Speech Service System to process fund transfer transaction operations, the Applicant shall take the responsibility. The Bank shall be free from any responsibility and shall not be responsible for adjustment or returning the fund.

Article 11 Purchase, switch or redemption of fund, or change of fund affairs or other transactions using the Telephone Banking Service System are allowed only after the Applicant has signed relevant fund trust agreements with the Bank. Any instruction using the Telephone Banking Service System is as effective as a written instruction. All rights and duties due to the transactions by such means shall be in accordance with the account data preserved by the Bank, regardless of the information on the Applicant's written notice. If the Applicant does not express any doubt to the Bank within two business days after the transaction day of the telephone voice instruction transactions, such transactions will be considered correct.

Article 12 The Applicant may apply for termination of the Telephone Banking Service System if the Telephone Banking Service System is not required to the Applicant. The Applicant's right to use the Telephone Banking Service System will be terminated automatically when the Applicant closes all accounts.

Article 13 The Applicant agrees that if the Bank was informed by the government or the Bank thinks that the Applicant's accounts are improperly used under considering the objective facts, the Bank may terminate the fund transfer made using the telephone voice service and the Telephone Banking Service System.

Article 14 When the Applicant uses the Telephone Banking Service System to conduct spot currency transactions, the Applicant shall obey the following regulations. The bank can adjust relating regulations at any moment according to the real demand by public notice at the operating offices or on the website of the Bank prior to the adjustment. The Applicant is willing to obey the Bank's current regulations and the adjusted regulations in the future.

- (1) The Applicant must go to the Bank in person to apply and arrange the terms and conditions of the spot currency transactions.
- (2) The transactions control: in order to prevent illegal or inappropriate transactions. The Applicants agree that the Bank has the right to control or restrict the large amount or large amount abnormal transactions.
- (3) **The Applicant who use Telephone Banking Service System of the Bank to conduct sale and purchase of foreign currencies must be a ROC citizen or legal resident and over twenty years old(if the Applicant is a foreign natural person, he/she must have a residence permit and the expiration date must over one year). Sale and purchase of foreign currencies is restricted to NTD 500,000(not including) per business day, and the transfer amount is restricted to USD 20,000 per transaction.**
- (4) **The lowest amount of each trade is NTD 3,000(or equivalent to foreign currency). In the same business day, the internet bank and Telephone Speech Service System (sum), the NT dollar and foreign spot exchange transaction cumulated, can't exceed fifteen transactions.**
- (5) **In the same business day, transaction made by the Applicant through Internet Banking, Telephone Banking Service System, and visiting the Bank counter in person (in sum), the spot foreign exchange cumulative transaction amount cannot exceed NTD 500,000(not including)(or its equivalent in foreign currencies). If the amount exceeds the limit mentioned before, the Applicant shall go to the any branch of the Bank in various locations for processing.**
- (6) **The Applicant understands the foreign exchange rate will fluctuate at any time according to the market conditions. Before the Applicant confirm of executing the transaction, the current foreign exchange rate quotes is merely for reference. The real foreign exchange rate still in accordance with the rate at the time of transaction confirmed.**

## Section 5 Special Terms and Conditions for Internet Banking Service System

Article 1 The definitions of Internet Banking under this Section:

- (1) "Internet Banking Service" means a service that enable the Applicant to obtain directly various kinds of financial services provided by the Bank through the computer of the Applicant connected to the computer of the Bank using Internet without the Applicant visiting the counter of the Bank in person.
- (2) "Electronic Message" means a message transmitted using Internet by the Bank or the Applicant.
- (3) "Digital Signature" means an electronic message operated to the digital data with fixed length by mathematical algorithm or other methods. Then, it is encrypted by the signature producer's private key and becomes an iSignature. And it can be proven by public key.
- (4) "Private Key" means digital data preserved by the signature producer, in a set of digital data with matching relationship, which are used for decryption of electronic message and production of digital signature under the Internet Banking Service System.
- (5) "Public Key" means digital data, in a set of digital data with matching relationship, which are used for encryption of electronic message or verification of identity of the signature and reality of the digital signature under the Internet Banking Service System.
- (6) "Certificate" means a digital proof that is used for verifying identity of the Applicant and proof of the Applicant's ownership of a set of corresponding Public Key and Private Key by way of information data signed in digital signature by the evidencing confirmation issuance facility.
- (7) "Service Hours" means twenty-four hours a day. **Because of the service's specialty, the Bank can appoint the time or announce the service time by public notice on the website.**

Article 2 Before using the Internet Banking, the Applicant should confirm the accurate web address of the internet bank of the Bank and then conduct the service; if any questions, **the Applicant can dial 02-2655-3355 and confirm with the Bank's staffs of customer service.** The Bank shall exercise the due care of good administrator and advert the fake web site at any time.

Article 3 The Applicant may submit the application of the Internet Banking Service over the counter of the Bank in person and input the initial PIN to start using the PIN on the PIN PAD on the counter of the Bank, or may choose to receive the PIN Slip. The Bank will activate first and then the Applicant personally connected to the Bank's computer system through the private net of the Bank or add-value net or internet. The Applicant input the initial PIN personally in the internet bank of the Bank. The initial PIN purely consists of numbers.

After the application is complete over the counter of the Bank, the Applicant must change the initial PIN on the Internet Banking Service System of the Bank within 30 days. If the Applicant does not change the initial PIN within 30 days, the Internet Banking Service will be terminated automatically by the system, and the Applicant shall visit the Bank to make an application with ID Card and the specimen seal again. And the Internet Banking Service System of the Bank will request that the first transaction must be changing of the PIN. The changed PIN must consist of English alphabets and Arabic numerals and the PIN may be changed anytime without limit of times of change. When submitting the application, the Applicant and the Bank must set up a User Code, which is picked up by the Applicant and used as an evidencing confirmation of the transactions being based on effective instructions of the Applicant.

The Applicant also may apply for Internet Banking service from the Bank's website; however the Internet Banking service applied is only available for balance inquiry. If the Applicant wants to use all (including fund transfer) functions of the Bank's Internet Banking service, the Applicant must apply in person to the Bank's counter. **If the Applicant applied the Internet Banking service to the Bank's counter in person, the original status for online balance inquiry in the Internet Banking will be automatically canceled.**

Article 4 **After the Applicant visits the Bank to apply various kinds of Internet Banking services and completes all procedure and changes initial PIN, the Bank will provide the applicable system service items to the Applicant's all transaction accounts (including all prior existed and future deposits, loans, mutual funds and credit card transactions), and the Applicant is not required to apply for system service items each by each. However, if the Bank requests the application must be in writing, the Applicant agrees that the Bank may begin to provide such service only after the Applicant completes the application in writing.**

Article 5 After The Bank received any electronic messages containing the digital signature, or identification that The Bank and the Applicant agreed, the Bank shall examine and process it immediately, and notify the Applicant the result of the examination and processing. If the Bank receives any transmitted electronic messages from the Applicant but cannot identify the contents, the messages will be considered never being transmitted. However, the Bank shall notify the Applicant of the facts of failure of identification if the identity of the Applicant may be confirmed.

Article 6 The Bank may refuse to execute any received electronic messages if one of the followings occurs:

- (1) The Bank has the suspicion of the truthfulness of the electronic messages or the correctness of the designated affairs based upon specific justifiable causes.

- (2) Relevant laws or rules will be violated if the Bank processes in accordance with the electronic messages.
- (3) Because of the reason of the Applicant, the Bank cannot debit the amount payable by the Applicant to the Applicant's deposit account.
- (4) Any of the situations stated in Article 23 of the Section 1 of this Chapter occurs to the Applicant.
- (5) The Applicant violates any terms and conditions from Article 9 to Article 11 of this Section.
- (6) The Applicant violates any other terms and conditions of this Section and fails to correct after being requested by the Bank to correct and perform within time limit.

If the Bank refuses to execute the aforesaid electronic messages, the Bank shall notify the Applicant of the reason and the situation of non-execution by way of electronic messages. After the Bank notifies the Applicant, the Applicant may inquire and confirm with the Bank. However, the Bank shall not be liable for the non-execution due to the poor quality of the transmission by the telecommunication providers.

Article 7 The electronic messages are processed automatically by the computer of the Bank. The electronic messages that are transmitted to the Bank by the Applicant cannot be withdrawn, voided or changed. But the scheduled transaction that has not due yet can be withdrawn, voided, or changed before the deadline that the Bank regulated. **If the electronic messages are transmitted through the Internet to the Bank and processed by the computer of the Bank beyond the "switch-off time of the account affairs" of the business day of the Bank, the Bank shall notify the Applicant by electronic messages. The transaction will not be processed according to the agreement, or will be changed to be processed on the next business day automatically.**

Article 8 If the Applicant intends to apply for activation of Internet Banking "Designated Fund Transfer Function" (the inward transfer account is the third parties' accounts opened in the Bank and inter-bank fund transfer service), the Applicant must submit the written application to the Bank to apply for designated inward transfer account, and confirm that the Internet Banking PIN is correct before using the service. However, if the inward fund transfer account is the Applicant's own account in the Bank and is used for making bill payment of the credit card issued by the Bank or other bills, no additional "Designated Fund Transfer Function" application is required by the Applicant.

Article 9 If the Applicant intends to apply for activation of Internet Banking "Non Designated Fund Transfer Function", the Applicant shall possess effective ATM Card which contains chip in addition to appropriate Card Reader, and confirm that the Internet Banking username and the ATM Card PIN are correct before using the service. The maximum amount of money transfer is currently NT 50,000 per transaction, NT 100,000 per day, and NT 200,000 cumulatively per month. The maximum amount of money transfer will be adjusted by the regulations of government authorities or the Bank in the future, and before the adjustment it should be disclosed publicly in operating office and on the Bank's website, and the Applicant is willing to follow the current and future adjusted regulations.

Article 10 The limit of the fund transfer amount by the Internet Banking Service System each day and the limit of fund transfer amount by the Internet Common Use System of the Bank is calculated distinctively each deposit account.

Article 11 If the Applicant processes fund transfer transactions by the Internet Banking or Mobile Banking Service System but the fund may not be transferred to the designated account due to acts of God, the Applicant agrees that the Bank may return the amount of the outward fund transfer transaction to the original outward fund transfer deposit account and the Applicant shall not dispute with the Bank.

**Article 12 The Bank shall notify the Applicant by electronic message or the way designated by the Applicant after every transaction has been conducted, and the Applicant shall check the correctness. If any incorrectness occurred, the Applicant shall notify the Bank to investigate within 45 days since the day of the transaction. Every month the Bank shall send the statement of the account in last month by ordinary mail or the way aforesaid. If the Applicant considers that there is incorrectness in the statement of the account, the Applicant shall notify the Bank to investigate within 45 days since the day of receiving. Upon notified by the Applicant, the Bank shall conduct the investigation, and the Bank shall reply to the Applicant the situation or results within 14 days since the day of receiving the notification.**

Article 13 When the Applicant use the service mentioned in this section, if the electronic message occurs any errors, which is not attributable to the Applicant, the Bank shall assist the Applicant to correct and provide any necessary help.

When the above services occur any errors which is attributable to the Bank, when the Bank understood the situation, shall correct it immediately, and simultaneously notify the Applicant by electronic message or by other means which has been agreed by the Bank and the Applicant.

Article 14 The Bank and the Applicant shall ensure that the electronic message sent to each other is legally authorized. If the Bank and the Applicant discover embezzlement by the third party of ID card number, ARC number, username, PIN, certificate, Private Key, or any situation not legally authorized, the Bank and the Applicant shall notify each other through telephone or in writing or other ways designated to stop using the service and take preventive measures. Before getting notified, the Bank is liable for the efficacy of the services used by the third party unless the Bank can affirm that the Applicant is willful or blamable.

Article 15 The Bank and the Applicant shall ensure the safety of electronic message respectively, preventing unlawfully use



of the system, embezzlement, interpolation, or damage of business record and data by the third party. The Bank has no burden of proof about the fact that the third party breaks the computer usage protection measures or taking advantage of loopholes in computer system. The Bank shall be liable for the damage of the Bank's computer or related equipment caused by Hacker's invasion.

Article 16 Unless other laws regulate, the Applicant and the Bank shall ensure that the electronic message between each other or each other's information acquired through Internet Banking usage can't be leaked to third party, nor the information aforesaid can be used with purpose which is not related to Internet Banking. When notify the third party agreed by each other, the third party shall be obliged to the secrecy mentioned in this article. If not, the Applicant is deemed as violation of secrecy.

Article 17 The Bank or the Applicant shall be liable for reimbursement to each other caused by failure to perform or delay in performance of obligation mentioned in this sector. (Reasons not attributable to either party excluded)

Article 18 The Applicant and the Bank shall preserve the record of all electronic messages of trade designation and assure the reality and integrity of the record. If the Applicant does not preserve, the record preserved by the Bank shall be presumed correct. The Bank shall exercise the due care of a good administrator to preserve the aforesaid

Article 19 The Applicant and the Bank agree that the electronic messages transmitted from the Internet Banking Business under this section are as effective as written documents. The Applicant shall not assert that the electronic message is void or not concluded due to lacking written format or signature in any trial, arbitration, mediation or other legal procedures for disputes regarding the occurred disputes.

When the Bank add or change the services, the Bank and the Applicant must sign the new Agreement. The Bank may through Internet Banking, upon verifying the I.D Number/the unified number, username, password the Applicant entered is correct, and upon the Applicant approval to the contents of the agreement to add/change the services.

In the trial, arbitration, mediation or other legal procedures for disputes, the Applicant agrees that the relevant messages are presumed to be evidenced by the record of electronic messages preserved by the Bank. The Bank shall not refuse to provide such record.

Article 20 Purchase, switch or redemption of fund, or change of fund affairs or other transactions by using the Internet Banking Service Systems are allowed only after the Applicant has executed relevant fund trust agreements with Bank. Any of the Applicant's instruction by using the Internet Banking or Mobile Banking Service Systems is as effective as a written instruction. Rights and duties due to transactions by such measures are subject to the account data preserved by the Bank, regardless of the information on the Applicant's written notice. If the Applicant does not dispute with the Bank within two months after transaction day of the Internet Banking or Mobile Banking Service Systems instruction transactions, such transactions will be considered correct.

Article 21 The Applicant and the Bank agree to use the arranged concerning network to transmit electronic messages. The Applicant and the Bank shall separately execute network service agreements regarding relationship of rights and obligations with each network provider and shall bear its network utilization fees separately.

Article 22 If applying for using this service item of the Agreement, the Applicant shall install necessary computer software, hardware and other related security devices. The Applicant shall bear the costs and risks of installations. If agreed by the Bank and the Applicant, connection will be effective only after necessary tests by the Applicant with the Bank.

The Applicant shall be responsible for preservation of the User Code, PIN, Certificate, software, hardware and relevant files provided by the Bank. If aforesaid username or PIN is incorrectly inputted for four consecutive times, the Bank will automatically lock up the service of the Internet Banking. The Applicant shall follow the procedure as in Chapter One, Section 1, Article 15 to apply for reactivation.

If the software, hardware or relevant files mentioned in the paragraph one are provided by the Bank, the Bank merely agrees that they are used by the Applicant in the agreed scope of services. No transfer of title, lending or delivering to third parties by other ways by the Applicant is allowed. If the intellectual property rights or other rights are infringed due to the Applicant's behavior, or damaged incurred because of improper operation utilization, the Applicant shall be liable. The Applicant shall return all equipment and relevant files immediately when the Internet Banking Service Agreements (including this Agreement) is terminated. If the Applicant installs hardware and software due to the requirement of computer operation, and it is necessary to use the software and hardware along with the software, hardware or equipment provided by the Bank, the Applicant shall obey the related data of installation provided by the Bank, and bear the costs and risks.

**Article 23 The Bank may consider using all services of the Internet Banking service system in this section using ID Card Number/ARC Number, the User Code and the PIN to confirm that the effective instructions is authorized by the Applicant. Therefore, for each account the system will allow only one person to use Internet Banking Service System at the same time.**

**If the Applicant forgets to log off from the Internet Banking Service System after using the Internet Banking Service System of the Bank or no transaction is executed for more than five minutes, the Bank will automatically log-out the Applicant from the**

Internet Banking Service System to prevent others from using the browser.

**Article 24** If the Applicant is an institution, school, group or company that is using the Internet Banking Service System, the relevant terms and conditions of the original General Agreement of Deposit Business shall apply to the part of system user of the Applicant.

**Article 25** When the Applicant uses Internet Banking Service System to perform spot exchange trading, the following matters should be complied, the relevant restricted conditions, the Bank will make adjustment in any time if needed, before the adjustment it should be disclosed publicly in operating office and on the Bank's website, and the Applicant is willing to follow the current and future adjusted regulations:

- (1) The Applicant must go to the Bank in person, to apply and to agree upon the relevant matters considering the Spot Exchange.
- (2) Restrain on transaction: to prevent illegal or inappropriate trading, the Applicant agrees to entrust the Bank to overlook or restrain the transaction with large or unusual amount of money.
- (3) The minimum amount of transaction is NTD 1,000 (or equivalent amount of foreign currency), within a business day Internet Banking and Telephone Banking (combined), the transactions of NTD or other currencies spot exchange shall not exceed 15 times.
- (4) Within a business transaction day, Internet Banking, Telephone Banking, or Over-the-counter service (combined). The Applicant shall not exceed the amount of NTD 500,000 (not included) (or equivalent currency), if the limit shall be exceeded the Applicant shall apply from the branch.
- (5) If the Applicant knows the foreign exchange rate is going to vary, hence the posted foreign exchange rate that Applicant receives before the transaction process confirmed is merely for reference, the actual exchange rate is according to the actual confirmed transaction made.
- (6) The Applicant who use the Bank's Internet Banking Service System to settle the foreign exchange, he/she does not abide to the restriction of ROC citizen who is twenty years old, (but the foreign nature person shall comply with the regulation of having the residence permit to stay in Taiwan and the day of expiry is more than a year)
- (7) Prohibition of simulating the program, spyware or virus on transaction:  
In order to maintain the operating function of the Bank's Internet Banking Service System, anyone who use the spyware program or simulation program or the virus to process the transaction, the Applicant agreed that the Bank may see it as an inappropriate transaction, the Bank has the right not to inform the Applicant to terminate the right of using the Internet Banking or to terminate the services with the Applicant, if there is any damage to the Bank, the Applicant agrees to take the responsibilities.

**Article 26** The Applicant agrees that if the Bank informed by the government authorities or the Bank thinks that the deposit account is being misused (including but not limited to the using the Internet Banking of fund transfer arbitrage etc), the Bank may terminate Applicant from using Internet fund transfer, other electronic fund transfer payment, Internet Banking Service System.

**Article 27** If the Bank likes to terminate the agreement of Internet Banking Service, the Bank shall have written notice 30 days prior the termination. However, if the Applicant suits one of the following criteria, the Bank is allowed to give written notice anytime or other agreed methods to notify the termination of Internet Banking Service Agreement:

- (1) The Applicant assigns the rights and obligations under the Internet Banking Service Agreement to a third party without prior consent of the Bank.
- (2) The court announces the Applicant in status of bankruptcy or restructuring or debt restructuring or liquidation.
- (3) The Applicant violates any terms and conditions from Article 14 to Article 16 of this Section.
- (4) The Applicant violates any other terms and conditions of the Agreement and fails to correct after being requested to correct and perform within time limit. However, if the agreement terminates in accordance of the Article 24 of Section One, hence, the Internet Banking Service will be terminated.

**Article 28** **The limit of fund transfer for the same person: the maximum limit of the amount transferred is currently NTD 2,000,000 per transaction, and NTD 30,000,000 cumulative per day. If there is any adjustment in the future, the Bank will announce it in the website or at the operating office, and there will be no other notification sent.**

**Article 29** If there is anything left out, upon the agreement of the Bank and the Applicant, written supplement or correction may be done, or to be done in accordance with the agreed methods in the Agreement.

## **Chapter Two NTD Savings Special Terms and Conditions**

### **Section One Special Terms and Conditions for Time (Savings) Deposit**

**Article 1** The time (savings) deposit in this section depends on the nature and type of the deposit, the Applicant may withdraw principal and interests at one time at the maturity of the time deposit, or withdraw the interests every month then

withdraw the principal at the maturity of the time deposit. If the Applicant terminates the time deposit during the term or fails to authorize the Bank to renew the time deposit at the maturity, Article Five of this section below shall apply to the calculation of interests of the terminated deposit or time deposit which is not renewed. If the time (savings) deposit of the Applicant, the deposit time is less than one month, the Bank will not give the interest.

Article 2 “Term of Time (Savings) Deposit” means that the terms and conditions on the front side of the certificate of deposit.

Article 3 Settlement for the late withdraw of time (savings) deposit account:

- (1) If the Time deposit has a period of one month or more, when the time deposit matured, the Applicant may apply for a renewal within a month. If the Time deposit has a period of one year or more, when the time deposit matured, the Applicant may apply for a renewal within two months. Interest calculated can all be traced from the due date to the original time (savings) deposit, the interest that has not been withdrawn before the due date, may be transferred with the principal. The interest rate of the renewed time deposit is subject to the posted interest rate of the Bank on the renewing day.
- (2) When the late withdraw of time (savings) deposit occurred, the interest of the late withdraw is calculated at the base of simple interest in accordance with the Bank, of the daily interest rate of the demand deposit.
- (3) Deposit with the agreed nominal interest rate, the Applicant shall discuss the nominal interest rate with the Bank prior to the maturity/renewing day of the time (savings) deposit.

If the Applicant applies to the Bank for automatic renewal of this time deposit, the type and term of the renewed deposit shall be identical to original deposit. The interest rate of the renewed time deposit will be subject to the posted interest rate of the Bank on the renewing day. If the Applicant intends to terminate the renewal agreement of this time deposit, the Applicant must notify the bank seven days prior to the maturity of the time deposit. If the Applicant applies for automatic renewal of the time deposit under this section, the Bank will renew the time deposit at maturity in accordance with the agreement between the Bank and the Applicant; however, if the deposit is pledged to secure a loan but the loan is not fulfilled or is attached by the court, the aforesaid is not applicable.

Article 4 The interest of the time (savings) deposit with designated maturity is calculated at the posted interest rate of the Bank by terms for each full month during the actual deposit period.

Article 5 The method of calculating interest and the settlement of canceling the time (savings) deposit contract halfway.

- (1) Cancel the time (savings) deposit halfway, according to its actual saving period (including the short months and days) calculate by the simple interest rate, those who agreed with variable rate, if the current rate adjusted, then the it would be calculated by the adjusted current rate, the calculating method is as follow:
  1. No interest for deposit less than a month
  2. Deposit for more than a month, less than three months, according to the savings of one month time deposit, 80% of current rate calculated.
  3. Deposit for more than three months, less than six months, according to the savings of three month time deposit, 80% of current rate calculated.
  4. Deposit for more than six months, less than nine months, according to the savings of six month time deposit, 80% of current rate calculated.
  5. Deposit for more than nine months, less than a year, according to the savings of nine month time deposit, 80% of current rate calculated.
  6. Deposit for more than a year, less than two years, according to the savings of a year time deposit, 80% of current rate calculated.
  7. Deposit for more than two years, according to the savings of two years time deposit, 80% of current rate calculated.
  8. All of above current rate is subject to the current rate at the lodge day of deposit.

- (2) Assignable time deposit may not be terminated before maturity. No interest for late withdrawal time deposit.

Article 6 If the Applicant applies for pledging the certificate of the time deposit to the Bank to secure a loan, the pledger shall be the Applicant. In addition, the application shall be submitted to the branch of the Bank which issues the certificate. However, if the Applicant is an unmarried minor when executing the Agreement, the Applicant shall wait until becoming a person with complete disposing capacity and present I.D. Card to the Bank to apply for applying the function of pledging the certificate of the time deposit to secure a loan.

Or if the Applicant has a limited capability, may all be processed **by the legal representative and the Applicant both parties to the Bank, or by the legal representative bringing the “Letter of Application / Change of Transaction by underage person (under 20 years old) and the Legal Representative Acting Letter” that has been signed by the other party to the Bank** for applying the function of pledging the certificate of the time deposit to secure a loan.

The term of pledging the certificate of the time deposit to secure a loan shall be subject to terms of ordinary loans of the Bank and

shall not exceed the maturity of the original certificate. The percentage of the pledge, amount of the loan and interest rate is subject to the agreement between the Bank and the Applicant. If the Applicant has applied for automatic renewal at maturity and the Applicant fails to reimburse, the Bank may refuse to renew the time deposit for the Applicant and may offset the loan, interests payable and penalty against the amount of the deposits to satisfy the loan which is secured by the pledge. If insufficient, the Bank may request the Applicant to reimburse; if surplus, the Bank may deposit the rest of the sum to the Applicant's demand (savings) deposit account with the Bank.

Article 7 The calculation of the interests of the time deposit is: actual days of deposit period divided by 365 days (divided by 366 days for the leap year) times the applicable interest rate for the term of the time deposit.

Article 8 **When the time (savings) deposit as mentioned in this Section has matured, the Applicant agrees that the Bank does not have the obligation to notify the Applicant.**

## **Section Two The special requirements on Combined Deposit**

Article 1 This deposit has three functions which including the demand (savings) deposit, time (savings) deposit, and time (savings) deposit pledged to secure a loan. **However, if the Applicant is an unmarried minor when executing the Agreement, this deposit is only active for two functions such as demand (savings) deposit and time (savings) deposit, the Applicant shall wait until becoming a person with complete disposing capacity and present ID Card to the Bank to apply for effecting the function of pledging the certificate of the time deposit to secure a loan.**

Article 2 Besides Applicant's demand (savings) deposit automatic transfer by the Bank to time (savings) deposit by agreement of both parties, the Applicant shall sign the withdrawal slip to transfer time (savings) deposit, or by using automated service machine to transfer or use other method to deposit; the minimum among of the time deposit is NT\$10,000, those deposit time belongs to time deposit shall be in a period of more than one month, those belongs to time savings shall be in a period of one year. **The Applicant can have an agreement with the Bank on the renewal of time deposit upon the maturity, Applicant with time (savings) deposit who agreed to automatic renew the time deposit upon the maturity, the Bank will renew the time deposit at maturity in accordance with the agreement between the Bank and the Applicant.** If the deposit is pledged to secure a loan but the loan is not fulfilled or is attached by the court, the Bank has the right to refuse the renewal deposit. If the agreement was not made or was refused to renew by the Bank, the Bank will transfer the principal interest of the matured deposit into demand (savings) deposit, when the time deposit matured.

Article 3 The time deposit under combined deposit, its deposit period is according to the index of "time (savings) deposit list".

Article 4 If the Applicant has other agreement with the Bank, the time deposit under the deposit which can be the loan secured by the time deposit, after the time deposit transferred and then all pledged (in accordance of the Agreement and withdrawal slip "or electronic transaction's electromagnet records") to be the written document of mortgage setting, to provide the guarantee to the Bank of any debt (including principal loan, interests, late interest payment, penalty, fees, and remedy on damage etc) might be owe, the list of time deposit also record in the page of bankbook which is under "time (savings) deposit list", the Bank do not supply certificate or other voucher.

Article 5 Applicant with bankbook, deposit slip or bankbook, withdrawal slip sealed with the specimen seal or with other agreed methods, deposit, withdraw or make a loan anytime. The agreement between the Applicant and the Bank the time deposit under the deposit which can be the loan secured by the time deposit, when the current among exceeds the remaining sum of deposit, the exceed part would be seem as a loan, it is classify as "overdraft", the quota of the loan is according to the sum of 90% of saving account's immature deposit, **such loan is based on withdraw slip or any electronic facilities electromagnet record, Applicant do not have to sign another loan certificate. When Applicant's loan is matured (or seemed to be matured), the Bank is allow to deduct the among from Applicant's demand (savings) deposit or time (savings) deposit or time (saving) deposit mature or cancel contract halfway. Furthermore, if the Applicant do not pay out the loan when it is due, even though the Applicant's time (savings) deposit is yet to matured, the Bank is allowed to deduct from Applicant's time (savings) deposit, as an compensation of the debt owe towards the Bank.**

Article 6 **The demand (savings) deposit account or time (savings) deposit account have the same way of calculating the interest as ordinary deposit; The loan rate is the deposit rate plus 1.5%,** except for the agreement made by the Applicant and the Bank in advance. The loan interest is settled at the 20th day of each month, and is automatically deducted from the demand deposit account of the Applicant at the next business day or added to the principal. If the principal and interest of the Applicant exceeds the quota, the Applicant shall immediately pay off the portion of the amount exceeded to the Bank. The Bank has the right to debit it from the deposit of the Applicant or the other deposit accounts of the Applicant. If the Applicant can't pay off the amount immediately or within 14 days since the day of notification, the Applicant lose the term interest and the Bank can execute mortgage and terminate the time (savings) deposit for Applicant to pay off the principal and interest.

Article 7 The Bank and the Applicant may terminate the deposit at any time. In case the termination is made by the Bank, the

termination becomes effective upon notified; in case the termination is made by the Applicant, the termination becomes effective after the Bank receives the notification.

Article 8 If the deposits in the demand deposit account or time deposit account, because of involvement of litigation, is provisionally attached, compulsorily enforced, or taken other legal actions which impact the ability for the Applicant to pay off the loan, or the Applicant don't immediately pay off the amount exceeded on account that the principal and interest exceeds the quota, the Applicant loses the term interest upon notified by the Bank within the period regulated in the contract, and the deposit of the loan is considered due.

Article 9 The standards for calculating time deposit interest mentioned in this section are regulated in Article 7 of Section 1 in this Chapter.

Article 10 When the time (saving) deposit of the combined deposit as mentioned in this Section has matured, the Applicant agrees that the Bank does not have the obligation to notify the Applicant.

### **Section Three Special Terms and Conditions for Checking Deposit**

#### **I. General Items**

Article 1 When the Applicant applies for the checking account with the Bank, the Applicant shall follows the "Guidelines for Checking Account Affairs" determined and promulgated by the National Assembly of the Banker's Association of ROC.

Article 2 If the Applicant draws the check or bill which are provided by the Bank and the Bank acts as the drawee or draws the promissory note which the Bank acts as the paying agent, the Bank may debit from the checking deposit account of the Applicant and make the payment to the holder of the negotiable instruments after the Bank examines the elements to be correct.

Article 3 If the holder of the negotiable instrument that is drawn by the Applicant presents the negotiable instruments to the Bank for payment after the expiration of prescribed period for presentment, the Bank may still make the payment within the valid period of the negotiable instruments.

Article 4 The Bank may decide the order of payment at its discretion, regardless of the date of drawing and order of presentment for payment when the checks, bills and promissory notes drawn by the Applicant are presented to the Bank for payment.

Article 5 When the Applicant draws the checks, bills, promissory notes or uses all other services in this section, the Applicant shall never exceed the balance of the deposit account of the Applicant or the overdraft quota; otherwise the Bank may dishonor the negotiable instruments or refuse to provide such service and the Applicant shall never dispute with the Bank.

Article 6 If the fund of the Applicant's checking deposit account is insufficient or the overdraft exceeds the quota, and the Bank has advanced the fund, the Applicant shall immediately reimburse the amount of fund advance by the Bank after being notified by the Bank. The Applicant shall never dispute with the Bank. The Applicant thoroughly acknowledges that the Bank has no obligation of the aforesaid fund advance.

Article 7 The Applicant shall be liable for the payment of the penalty and processing fees required by the Clearing House (if the rejected account has unturned negotiable instruments, the penalty will be calculated by the number of the negotiable instruments). The Bank may debit from the account of the Applicant or request the Applicant to pay the same amount.

Article 8 Except that the commercial promissory notes which are guaranteed by the dealer of short-term negotiable instrument or the financial institutions may be printed by the Applicant, the promissory notes drawn by the Applicant shall be limited to the promissory notes printed by the Bank; otherwise, the Applicant agrees that the Bank may dishonor the promissory notes.

Article 9 If the negotiable instruments used by the Applicant are lost, stolen or damaged, the Applicant shall register the loss and stoppage of payment in accordance with the rules of the Bank for registration of loss and suspension of payment. The suspended payment may be debited to the account of the Applicant for lodgment for payment. However, the Bank takes no responsibility for money withdrawn before the Bank receives the Applicant's written notice of registration of loss.

Article 10 The Bank may dishonor the negotiable instruments if the Bank considers the date or amount or other particulars on the negotiable instruments drawn by the Applicant are suspicious.

Article 11 If the Applicant and the Bank additionally agree that the Applicant mandates the Bank to make the payment to the Applicant's account payable, the Bank may debit to the deposit account of the Applicant and make the payment.

Article 12 If the Bank considers that the transaction situation of the Applicant is not good, the Bank may stop providing blank negotiable instruments to the Applicant or terminate transactions with the Applicant, and confiscate rest of the blank negotiable instruments. If the Applicant closes the checking deposit account, the Applicant also agrees to return rest of the blank negotiable instruments to the Bank.

Article 13 If the Bank considers necessary, the Bank may terminate the terms and conditions hereunder at any time. The Applicant shall never dispute with the Bank.

Article 14 The Applicant shall abide by the above articles in this section, other relevant rules and operation regulations of the

Bank, the Regulation of Governing the Business of Clearing Houses of the Central Bank and relevant government laws, rules and explanations to trade with checks; otherwise the Bank shall not be liable for any attributable damages occurred.

Article 15 The Applicant agrees that if there is no transaction (including deposit, withdrawal, application of changing the specimen seal, application for specimen seal statement of lost, etc.) for more than one year in the checking deposit account, the Bank may transfer the balance of the deposit to a dormant account.

However, after the checking account has been transferred to a dormant account, and if there is a successful check transaction in the account, but if later there are conditions as mentioned above in this Article, the Bank may transfer the balance of the deposit to a dormant account again. After the transaction at the bank counter, inward remittance confirmed by the Bank, starting from the day of the transaction, the dormant status will be removed.

## II. Supplemental terms and Conditions for Checking Deposit

### Article 1: Definitions

The definitions under this article are as followings:

1. “Dishonored negotiable instrument” means a presented negotiable instrument is dishonored by a bank and the negotiable instrument is returned to the holder with a written statement of reason attached.
2. “Redemption by Fulfillment” means the checking deposit account holder redeems the dishonored negotiable instrument and the attached written statement of reason, by performance of payment to extinguish the obligation, due to insufficient funds of deposits, inconsistent signature or specimen seal of the drawer, unauthorized designation of the bank to act as a paying agent of a promissory note, or cancellation of payment order before mandatory presentment day of a promissory note.
3. “Lodgment for Payment” means after the check is dishonored due to insufficient funds of the deposit, the checking deposit account holder deposits the amount payable by the check to the bank which dishonors the check and applies to credit to “other payable” accounts for payment.
4. “Payment on Re-presentment” means presenting the negotiable instrument for payment again after the negotiable instrument is dishonored, which is made from the checking deposit account or other payable accounts.
5. “Remark” means if the checking deposit account holder has the record of dishonored negotiable instruments, redemption by fulfillment or other facts involving the negotiable instrument credit record, the Clearing House remarks the facts and provides for inquiry.
6. “Termination of designation to act as a paying agent” means a bank terminates to act as a paying agent of a promissory note for a checking deposit account holder.
7. “Rejected Account Holder” means the checking deposit account holder whose negotiable instrument credit record is obviously not good so that the bank refuses to process checking deposit transaction with him.

### Article 2: Examination of Opening Account and Changing Opening Account Data

When the Applicant opens the account, the Applicant shall fill in the specimen seal card and negotiable instruments receipt and give them to the Bank. After the Bank inquires of the Clearing House about the negotiable instruments credit information and approves, the Bank may provide blank negotiable instruments to the Applicant.

If any of the data on the specimen seal card is changed, the Applicant shall immediately notify the Bank in writing. If the Applicant intends to change the specimen seal, the Applicant must fill in the specimen seal card again.

If the Applicant is juristic person, the name or responsible are changed but the Applicant fails to act in accordance with the aforesaid, and the Bank discovers it and notifies the Applicant to apply for changing, but the Applicant still fails to apply for changing within one month, the Bank may terminate the agreement of checking deposit transaction and notify the Applicant to close the account.

### Article 3: Promissory Note

If the Applicant draws the promissory note which is provided by the Bank and specifies the Bank as a paying agent, the Bank may debit to the checking deposit account of the Applicant and make payment on behalf of the Applicant.

If the holder of the aforesaid promissory note presents the promissory note for payment after the expiration of prescribed period for presentment, but within three years from the date of maturity of the promissory note (in the case of a promissory note payable at sight, from the date of drawing), the Applicant does not cancel the payment order, and no other instances to stop payment exists, the Bank may still make the payment within the valid period of the negotiable instruments.

If the promissory note drawn by the Applicant is dishonored due to insufficient fund of the deposit in the account or incompliant specimen seal of the drawer, the record of the dishonored promissory note is calculated together with the record of the dishonored checks.

### Article 4 Service Fees.

If the negotiable instrument drawn by the Applicant is dishonored due to insufficient fund of the deposit, the Bank may collect

service fees from the Applicant.

The aforesaid service fees shall not exceed the 150 percent of the service fees the Clearing House collects from the Bank.

#### Article 5 Remarks.

If the check drawn by the Applicant or the promissory note which the Bank is the paying agent is dishonored but redeemed by fulfillment, lodged for payment, re-presented for payment or other affairs, the Applicant may apply to the Bank for referring the application to the Clearing House for remark in accordance with the "Instructions on Remarks of Credit Information of Checking Deposit Account Holder" within three years from the day the negotiable instrument is dishonored.

#### Article 6 Restrictions on or Termination of Providing Blank Checks and Promissory Notes.

If one of the followings occurs to the Applicant, the Bank may restrict providing blank checks or blank promissory notes:

1. The negotiable instrument is dishonored due to insufficient fund of the deposit, or the Applicant frequently applies for redemption by fulfillment, lodgment for payment or making payment on re-presentation after the negotiable instruments are dishonored.
2. Abnormal instances occur when using the negotiable instruments.

If the Bank sets the aforesaid limit, the Bank shall inform the Applicant the reason for the limit in writing. If the Applicant considers the reason for the limit is unreasonable, the Applicant may complain to the Bank.

If the Applicant's accounts with the Bank are attached, the Bank may stop providing blank checks and blank promissory notes to the Applicant. However, if the attached amount is lodged for payment in the Bank, the aforesaid is not applied.

#### Article 7 Termination of Designation to be a Paying Agent

If the number of dishonored promissory notes occur up to three or more in one year to the checking deposits account of the Applicant opened with banks in various locations due to the drawing of the promissory notes which designates the bank as the paying agent, but the Applicant cancels order of payment before the expiration of prescribed period for presentment and the promissory notes are presented for payment by the holder, but the Applicant fails to remark the redemption by fulfillment, lodgment for payment or making payment on re-presentation, the Bank may terminate to act as a paying agent for the Applicant for three years from the day on which the Bank is notified by the Clearing House.

If the Bank is terminated to act as a paying agent in aforesaid situation, the Applicant shall return the remaining blank promissory notes within 1 month since the day of receiving the notification

#### Article 8 Rejected Account Holder.

If the number of dishonored checks is up to three or more in one year to the checking deposit account of the Applicant opened with banks in various locations due to the following instances, but the Applicant fails to remark the redemption by fulfillment, lodgment for payment or making payment on re-presentation, or the Applicant is convicted for having committed in crimes related to using negotiable instruments, the Bank may list the Applicant as the rejected account holder for three years from the day on which the Bank is notified by the Clearing House:

1. Insufficient fund of the Deposit
2. Inconsistent signature or specimen seal of the drawer
3. Unauthorized designation of the Bank to act as a paying agent of a promissory note.

The record of dishonored checks due to each items of the preceding paragraph is calculated separately.

#### Article 9 Affairs regarding Termination of Checking Deposit.

If the Applicant is listed as a rejected account holder, or the checking deposit is terminated due to other reasons, the Applicant shall close the checking deposit account and return rest of the blank checks and promissory notes within one month upon notification of the Bank.

#### Article 10 Temporary Restoration of Transaction for Company Reorganization.

If the Applicant is a corporation, before the expiration of prescribed period for being listed as a rejected account holder, the Applicant may apply to the Bank for referring the application to the Clearing House for reorganization remark after the court approves the reorganization. If the Applicant is remarked reorganization, the Bank may temporarily restore transactions.

If dishonored negotiable instrument occurs from the day of temporary restoration of transactions to the prior expiration of prescribed period for being listed as a rejected account holder, the Bank may list the account holder as a rejected account holder for three years from the day on which the Bank is notified by the Clearing House again.

#### Article 11 Application for Restoration of Transaction.

If the Applicant is listed as a rejected account holder and one of the following instances occurs, the transactions may be restored and the Applicant may open a new checking deposit account again after the approval of the Bank:

1. Expiration of prescribed period for being listed as a rejected account holder.
2. Dishonored negotiable instruments which cause the Applicant to be listed as a rejected account holder and the occurrence of dishonored negotiable instruments thereafter are all remarked redemption by fulfillment, lodgment for payment or making payment on re-presentation.

Article 12 Compiling Information and Providing Inquiry.

The Applicant agrees that the Bank may designate the Clearing House to be the data processing center for collecting record of dishonored negotiable instruments and rejected accounts. The Applicant agrees that the Clearing House may provide the Applicant's record of dishonored negotiable instruments, being listed a rejected account holder and other relevant credit information regarding negotiable instruments when inquired.

### **Chapter Three Special Terms and Conditions for the foreign currency deposit account.**

#### **Section 1 The general principle of the foreign currency deposit**

Article 1 The calculation of the interest of the foreign currency is according to type, currency and term of deposit and the posted rate of the Bank.

Article 2 The withdrawal and deposit of the foreign currency account can be cash of NT dollar, cash of US dollar and other foreign currency and bills, the foreign traveler's checks accepted by the Bank and other ways agreed by the Bank.

Article 3 The payment of interest:

- (1) Current deposit account: according to each currency and the posted float rate of the Bank and the interest will be deposited every end of the month, the Bank calculates the interest in the settlement date (June 20th and December 20th) with compound interest rate. The interest which is counted from June 20th and December 20th incorporate into next period, **and the interest calculated started from JPY 10,000, and 100 for other currencies.**
- (2) Fixed rate time deposit account: **according to each currency, term of deposit, if it is agreed that the term of deposit is on monthly unit, the interest is calculated with simple interest of the posted rate of the Bank on the deposit day according to the actual deposit days. If it is agreed that the term of deposit is on daily unit, the interest is calculated with simple interest that agreed with the Bank on the deposit day according to the actual deposit days.**
- (3) Float rate time deposit account: according to each currency, term of deposit and the posted float rate of the Bank at that time, the Bank calculates the interest at the start of deposit by monthly basis and simple interest rate.
- (4) The days less than one month time deposit accounts: According to each currency, term of deposit (on the daily basis) and the rate negotiated with the Bank at that time, the Bank calculates the interest at the start of deposit on daily basis, the actual days and simple interest rate.
- (5) The expiration date/the rescission date: if natural disasters, insurgencies, civil strife, revolts and wars due to reasons not attributable to either party, and it cause the Bank to shut down. **The calculation standard of the interest payment is in accordance with the original interest rate to pay the interest.**
- (6) If the each interest paid or deposited interest above is converted into amount which is less than NT\$1, the Bank will not make the interest payment. The bank can adjust the each appointment of interest calculation and make announcement by public notice in the business premises and the web site.
- (7) The way that calculate the daily deposit interest is that taking actual day number of deposit as numerators and 365 days as denominators (applicable for GBP/HKD/SGD/ZAR and so on) or 360 days as denominators (applicable for currencies except for the above) and then use the percentage of actual days number of deposit and the actual days in the whole year multiply by the application interest rate during the deposit period.
- (8) **If the interest of the foreign currency deposit mentioned in this Chapter is agreed to be calculated on monthly unit, if the month of the due does not have the same date from the month of the deposit, the end of the month will be the due date.**

Article 4 The Applicant of the current deposit accounts can choose between a passbook provided by the Bank to be the basis of the statement of account or non-passbook transactions based on the deposit certificates or each electromagnetic record of electronic equipment and the Bank will send the statement of account to the Applicant as a checking basis.

Article 5 Because the Bank executes the mortgage or other reasons that the Bank withdraw from the foreign deposit account of the Applicant. The Applicant shall cooperate to conduct sale and purchase of foreign currency or currency exchange to compensate the liabilities. If needed, the Bank can act for the Applicant to conduct sale and purchase of foreign currency or currency exchange to compensate the liabilities. The Applicant also agree that use the Agreement as the authorized certificate. Without the agreement of the Bank, the Applicant can not cancel the authority. The Applicant shall afford all the loss and commission due to sale and purchase of foreign currency or currency exchange.

Article 6 Each of the foreign deposit in the Agreement is forbidden transferring the ownership to others.

#### **Section 2 Special Terms and Conditions for time deposit accounts**

Article 1 Depending on the nature and types of deposits, the Applicant may withdraw principal and interests at one time at the maturity of the time deposit, or withdraw the interests in each month and withdraw the principal at the maturity of the time deposit. If the Applicant terminates the time deposit during the term or fails to authorize the Bank to renew the time deposit at the



maturity, Article Five and Six of this Section applies to the calculation of interests of the terminated deposit or time deposit which is not renewed.

Article 2 “The term of time deposit” is based on the catalogue in the front of the deposit receipt. Furthermore, after the Bank confirm that the inward of the remittance, the time deposit is in effect

Article 3 The Applicant of the time deposit can choose between the time deposit receipt sent by the Bank to be the basis of the account or non-material deposit receipt transactions which base on each electromagnetic record of electronic equipment and the Bank will send the “certificate of the foreign time deposit” at that time and will not send the deposit receipt.

Article 4 The arrangement for the automatic extension:

- (1) **If the Applicant apply to the Bank for the automatic renewal of the time deposit, it is restricted to the original currency and term and the interest rate base on the posted interest of the Bank on that day.** However if the deposit is pledge and has not yet pay off or has a attachment by the court is an exception.
- (2) If the Applicant want to terminate the agreement of the automatic renewal of this deposit, the Applicant must notify the Bank 7 days prior to maturity.

Article 5 The termination of the time deposit before maturity.

- (1) The calculation of the interest based on “posted fixed rate interest calculation” uses the **actual deposited days** and simple interest. The followings are the calculation of interest
  1. No interest for deposit less than a month
  2. Deposit for more than a month, less than three months, according to the savings of one month time deposit, 80% of interest rate calculated.
  3. Deposit for more than three months, less than six months, according to the savings of three month time deposit, 80% of interest rate calculated.
  4. Deposit for more than six months, less than nine months, according to the savings of six month time deposit, 80% of interest rate calculated.
  5. Deposit for more than nine months, less than a year, according to the savings of nine month time deposit, 80% of interest rate calculated.
  6. Deposit for more than a year, less than two years, according to the savings of a year time deposit, 80% of interest rate calculated.
  7. Deposit for more than two years, according to the savings of two years time deposit, 80% of interest rate calculated.All of aforesaid posted rate is subject to the posted rate at the lodge day of deposit. Unless otherwise provided in other terms and conditions of the Agreements that made by the Applicant and the Bank.

- (2) **The termination of the deposit which is agreed that the interest based on the float rate. Conducting according to the first one of this article, if the term did not has the posted float rate, the Bank will base on the posted fixed rate at that time.**

Article 6 Settlement for the late withdraw of time deposit account

- (1)The term of the time deposit is less than one month, the Applicant can apply for renewal during the term the same as original term at maturity; The term of the time deposit is greater than one month, the Applicant can apply for renewal within one month at maturity and it can be traced back to the original due date as the start of the interest calculation. If the interest before due date is not retrieved, it can be combined with the principal to renew. The interest rate based on the posted rate of the Bank at the day of application. The large amount of the time deposit apply to the agreement set up by the Bank.
- (2) When the late withdraw of time deposit has occurred, the interest of the late withdraw is calculated at the base of simple interest in accordance with the Bank, of the posted interest rate of the current deposit account.
- (3) Deposit with the agreed nominal interest rate, the Applicant shall discuss the nominal interest rate with the Bank prior to the maturity/renewing day of the time deposit.

Article 7 The loan secured by time deposit:

- (1) The Applicant of the deposit conducts the loan secured by deposit. The time deposit is pledged to the Bank and it is restricted to the time deposit of the Bank. However, if the Applicant is an unmarried minor when executing the Agreement, the Applicant shall wait until becoming a person with complete disposing capacity and present I.D. Card to the Bank to apply for effecting the function of pledging the certificate of the time deposit to secure a loan.
- (2) The term of pledging the certificate of the time deposit to secure a loan is subject to terms of ordinary loans of the Bank and shall not exceed the maturity of the original certificate. The percentage of the pledge, amount of the loan and interest rate is subject to the agreement between the Bank and the Applicant. The interest is calculated on the relative date of loan date and the interest calculation of the days within one month is in accordance of the actual days.
- (3) When the deposit expired, The Applicant which has already applied for the renewal to the Bank did not pay back the loan or the deposit attached by the court. Besides, the Bank will not conduct the automatic renewal for the Applicant and can

offset the deposit with the amount of loan and accrued interest, penalty to write off the loan of the Applicant borrowed from the Bank. If not enough, the Bank can ask for pay back by the Applicant. If it remains, the Bank can deposit the amount into the current deposit account of the Applicant in the Bank.

Article 8 Non-material deposit receipt of the time deposit: the Applicant can not pledge the deposit to the third party. If the Applicant pledged the deposit to the Bank and pledged mortgage, cancellation of the mortgage, execute the mortgage and the loan secured by the deposit and so on shall be in accordance with the agreement made with the Bank.

Article 9 **When the time deposit as mentioned in this Section has matured, the Applicant agrees that the Bank does not have the obligation to notify the Applicant.**

### **Section 3 Special Terms and Conditions for combined deposit account.**

Article 1 If the Applicant apply for deposit pledged to secure a loan with the time deposit under combined deposit account, and the deposit provided with three function, current deposit, time deposit and deposit pledged to secure a loan with time deposit, and the Applicant check the account based on the passbook.

Article 2 Except the Applicant and The Bank agree in advance that the Applicant's current deposit can be automated service machine transfer into the time deposit, otherwise, the Applicant shall sign the withdrawal slip to transfer into time deposit or by using automatic service machine to transfer or use other method to deposit. The deposit which is time deposit is based on the posted time deposit interest rate of the bank by public notice.

Article 3 When the time deposit under combined deposit account expire and renew the time deposit at the maturity, the Bank will automatically conduct the renewal of the time deposit by the agreement. Only if the deposit is pledged to secure a loan and has not clear off or the deposit of the Applicant is attached by the court. The Bank has the right to refuse to conduct renewal. Without the agreement of the renewal at maturity or the one accord with the refusal of above terms, the Bank will terminate at maturity of the time deposit and transfer the principal and interest into the current deposit account of the Applicant.

Article 4 The combined deposit count pledged: if the Applicant and the Bank agree that the time deposit under combined deposit account can be pledged, at the time that the Applicant used the current deposit which exceed the balance amount of the deposit, the amount exceeded is considered as the time deposit pledged to secure a loan. The deposit is a credit amount, the loan amount cannot exceed the 90% of time deposit which is not due. **The loan rate is the deposit rate plus 1.5%, except for the agreement made by the Applicant and the Bank in advance.**

Article 5 The time deposit under the combined deposit account pledged to secure the loan base on the withdrawal slip or electromagnetic record of each electronic equipments. The Applicant did not need to sign up any other loan certificate. After the time deposit of the Applicant inward, the deposit immediately pledged to the Bank. The Agreement and the withdrawal slip or electromagnetic record of each electronic equipments are taken as written document of pledged mortgage to ensure all the liabilities(including principal loan, interests, late interest payment, penalty, fees, and remedy on damage etc) aroused by the deposit account of the Applicant and agree that the Applicant cannot transfer the deposit to the third party, and the Applicant base on the "time deposit statement" of the passbook as receipt of the time deposit. The Bank will not send the certificate of time deposit.

Article 6 When the time deposit under the combined deposit account pledged to secure the loan expire. The Bank can deduct when the Applicant deposit current deposit or time deposit or termination of the time deposit at maturity or termination of the time deposit before maturity. When the loan of the Applicant has not yet pays off, even the time deposit of the Applicant is not yet due. The Bank can deduct from the time deposit of the Applicant and write off the liabilities of the Applicant to the Bank.

Article 7 If there is a loan under the combined deposit, the interest is calculated at 20th per month, the interest is deducted from the current deposit account or combine with the principal and interest of the loan. If the principal and interest of the Applicant exceed the quota, the Applicant shall immediately pay off the amount exceed the quota to the Bank. The Bank can deduct when the Applicant deposit or the other deposit of the Applicant. If the Applicant can not immediately pay off or the one which the Bank notify of pay off in 14 days, the Applicant lose the term interest and the Bank can execute mortgage to terminate the time deposit, pay off the principal and interest of the loan.

Article 8 **If the time deposit or current deposit of this deposits account is provisional attachment compulsory enforcement or other legal actions which are taken against the Applicant due to involvement of litigation, or the Applicant did not immediately pay off the loan due to the loan principal and interest exceed the quota. After appointment period that the Bank notifies the Applicant, the Applicant loses the term interest and the deposit is considered as due.**

Article 9 If the Applicant and the Bank agree that the time deposit under the combined deposit account can be pledged to secure the loan, the Applicant shall conduct mortgage procedures and the Applicant can not apply the loan secured by pledged time deposit; otherwise, the time deposit under the combined deposit account which did not agree with automatic renewal in advance, the Bank will not terminate the time deposit and transfer into the current account of the Applicant at maturity. However, the Applicant may apply in writing for extend or terminate. The regulations about pledged mortgage, cancellation of the

mortgage, execution of the mortgage will base on the agreement made by the Applicant and the Bank.

**Article 10 When the time deposit of the combined deposit as mentioned in this Section has matured, the Applicant agrees that the Bank does not have the obligation to notify the Applicant.**

#### **Chapter Four Customer's Data**

**Article 1** The Applicant agrees that the Bank may collect process by computer, make international transmission or utilize the Applicant's personal data within the scope of the following laws and rules and the Bank's Computer Processing Personal Data Protection License.

- (1) The Bank may provide data regarding the Applicant's credit of negotiable instruments including date of opening checking deposit account, record of dishonored negotiable instruments due to insufficient deposit, revocation of authorization for payment, and whether listed as a rejected account holder by the Clearing House within the scope allowed by laws and rules for inquiry by other banks, relevant credit investigation institutions, and government authorities.
- (2) The Bank may collect, process and utilize the Applicant's personal data concerning (a) the Bank's processing transactions between the Applicant and the Bank, (b) the Bank or the third parties, whom the Bank authorized according to the law, recommending various kinds of business or products to the Applicant, or (c) processing any other matters allowed by relevant laws and rules on behalf of the Bank.
- (3) The Bank may provide the Applicant's deposit transaction information to (1) person mandated by the Bank to take charge of affairs (including, but not limited, the institution entrusted to conduct market research), (2) head office and branches of the Bank, (3) financial administration authorities exercising jurisdiction over the Bank, judicial authorities or other government authorities, institutions or persons to whom the Bank may disclose in accordance with the relevant regulations.

**Article 2** Beside the agreement of the General Agreement of Deposit Business, the Applicant uses ATM Card to do inter-bank transaction services such as to withdraw, transfer, remit, pay the tax, pay the bills, inquire account, the Applicant agrees that the Bank may collect, process by computer, make international transmission or utilize the Applicant's personal data within the scope of the following laws and rules and the Bank's Computer Processing Personal Data Protection License.

For completion of the inter-bank transaction services, the Applicant also agrees that the transaction financial institution, corporate Joint Credit Information Center, Financial Information Service Co., Ltd. and other Financial Supervisory Commission, Executive Yuan designated institutions, upon the completion of the inter-bank transaction services purpose, according to the law, to collect, process by computer, make international transmission and utilize the Applicant's personal data, the Bank may also at the aforementioned purpose within the context provide the Applicant's personal information to these institutions.

## **The mutual usage of Taishin Bank customer's information declaration**

- 1. The Bank and the other subsidiaries of Taishin Financial Holdings Co., Ltd. ("Taishin Holdings") , in accordance with Financial Holding Company Law and Financial Holding Company Subsidiary joint-marketing management and other related laws and regulations, the disclosures, referrals, or mutual use of the customer's information, shall not contain information other than basic information, such as transaction information and others.**

The subsidiaries of Taishin Holdings currently include: Taishin International Bank Co., Ltd., Taishin Bills Finance Co., Ltd., Taishin Asset Management Co., Ltd., Taishin Marketing Consultant Co., Ltd., Taishin Venture Capital Co., Ltd, Taishin Securities Co., Ltd., in case of any addition to or change of the foregoing in the future, the relevant information will be announced and disclosed on the official web site of Taishin Financial Holding Co., Ltd.

- 2. Changes and Revision of the Customer's Information:** If there are any changes of your personal information, you may request an authorized representative of Taishin Holdings and its subsidiaries at any time for correction or amendment thereof.
- 3. Opting Out by the Customers:** You may inform the customer service center of Taishin Holdings and its subsidiaries at any time to stop using your personal information for purposes of co-marketing. For instance, you may opt to either accept or reject any news and/or information regarding the services and marketing/promotion activities provided by Taishin Holding and its subsidiaries while engaging in joint marketing and promotion. If you do not want to receive such news and/or information any more, you may inform the customer service center of Taishin Holding and its subsidiaries at any time to discontinue being put in the marketing list for any specific product. Taishin Holding and its subsidiaries will follow your instructions immediately.