(These Terms and Conditions will be mailed along with your credit card. To ensure your usage rights, please thoroughly read the terms and conditions. In the event of any objection, please cut the credit card in half and mail it back to the Bank within 7 days of receiving it.)

The Applicant and E.SUN Commercial Bank, Ltd. (Hereinafter referred to as E.SUN Bank) hereby agree to and will abide by the following terms and conditions with regard to the application of credit cards.

#### Article 1 (Terminology)

The terminology used in this agreement is explained below:

- I. "Cardholder": Refers to the person to whom E.SUN Bank approves and issues credit cards and shall include cardholders of both the principal and supplementary cards unless otherwise specified.
- II. "Acquirer": Refers to a financial institution that has been authorized by a credit card organization to process matters related to contract signing with designated merchants, and to pay for the cardholder's transaction amounts in advance when merchants request payment.
- III. "Designated merchant": Refers to a retailer that has signed a designated merchant agreement with the acquirer and accepts credit card transactions in accordance with the agreement and shall include institutions that handle cash advance unless otherwise specified.
- IV. "Credit limit": Refers to the maximum limit the Bank has imposed on the cardholder's cumulative use of a credit card based on his / her credit information such as financial income status, occupation, duties, or past interactions with financial institutions, unless otherwise specified.
- V. "Amount Due": Refers to the total amount of outstanding balance of credit card transactions for the current and previous cycle, cash advance, revolving credit interest, and all expenses, default penalties and other amounts to be paid as specified in the exception clauses outlined in Paragraph 1, Subparagraph 6 of this Article, unless otherwise specified.
- VI. "Transactions that may be charged to revolving credit principal": Refer to all credit card transactions that are posted and cash advance amount that is not yet paid off, <u>starting from the interest accrual start date for each transaction to the date when all accounts payable are paid, when calculating revolving credit in accordance with Article 14, Paragraph 4 or Article 15, Paragraph 1. However, transactions in the current cycle, cash advance in the current cycle, revolving credit interest and annual fees, cash advance handling fees, overseas transaction service fee, processing fee for returning overpayment, card production fees for card re-issuance/replacement, handling fee for overseas emergency card replacement service, handling fee for issuing a certificate of satisfaction, handling fee for resending transaction statements, arbitration processing fee for international credit card organizations, card loss report fee, or processing fee for retrieving sales slips and default penalties are excluded.</u>
- VII. "Posting Date": Refers to the date E.SUN Bank pays the acquirer or merchant for the cardholder's purchases on the cardholder's behalf and registers the payment in the cardholder's account.
- VIII. "Settlement date": Refers to the date E.SUN Bank or its authorized agent converts the cardholder's overseas purchases into NTD or the designated foreign currency at the rate specified by the credit card organization after the cardholder makes a credit card transaction at a foreign merchant or when the acquirer is a foreign bank.
- IX. "Closing date": Refers to the payment deadline for the cardholder's accounts payable settled by E.SUN Bank for the current cycle. Accounts payable that are posted after the closing date shall be included for calculation in the following cycle. <u>However, if the closing date falls on a public</u> <u>holiday or national holiday, E.SUN Bank may move the closing date to the business day before.</u>
- X. "Payment Deadline": Refers to the deadline for the cardholder to pay the accounts payable for the current cycle.
- XI. "Billing Statement": Refers to the transaction details and payment notice that E.SUN Bank delivers to the cardholder.

#### Article 2 (Application)

The Applicant is required to provide personal, financial and other types of information truthfully in the application form, and support them with authentic documentation when requested by E.SUN Bank.

In the event of changes in the information left with E.SUN Bank, the cardholder shall immediately notify E.SUN Bank.

If the Applicant is a student, E.SUN Bank will notify his/her parents or legal representative of the application.

Any change in the cardholder's source of finance (including average monthly income and financial certificate) or debt status (including the cardholder's total limit or total balance of credit cards, cash cards and loans with all of the financial institutions) that is sufficient to lower E.SUN Bank's original evaluation on the cardholder's credit or exceed legal restrictions, per E.SUN Bank's request, the cardholder shall provide financial information approved by E.SUN Bank to prove his / her ability to repay all debts.

#### Article 3 (Supplementary cardholder)

The primary cardholder may apply for supplementary cards for his / her spouse, children, parents, siblings or spouse's parents upon approval by E.SUN Bank. <u>The primary cardholder shall assume full</u> responsibility for accounts payable incurred from his/her own credit card and the supplementary cardholder's credit card.

If the primary cardholder fails to make his/her payment in full in accordance with the previous paragraph, the supplementary cardholder is only responsible for accounts payable incurred from the supplementary credit card.

The primary cardholder may notify E.SUN Bank at any time to suspend or terminate the supplementary cardholder's usage rights.

When E.SUN Bank suspends the primary cardholder's rights to use the credit card or when the primary credit card contract is terminated or cancelled, the supplementary card shall also be suspended or its contract shall be terminated or cancelled unless otherwise specified.

#### Article 4 (Collection, processing, and use of personal data)

E.SUN Bank may collect, process, use and internationally transmit the Applicant's or cardholder's (including the guarantor's) personal information and information on their dealings with financial institutions only for the purpose of credit card application or fulfilling the objectives of this Agreement. However, this shall not apply where the law or regulations provide otherwise.

Within the scope of the specific purposes in the previous paragraph, the credit card Applicant or the cardholder (including the guarantor) agrees that E.SUN Bank may provide the Applicant's or cardholder's (including the guarantor's) personal information and information on their dealings with E.SUN Bank (hereinafter referred to as Personal Data) to financial institutions with which the cardholder deals, National Debit Card Center of R.O.C., Financial Information Service Co., Ltd., international credit card organizations and Joint Credit Information Center. E.SUN Bank's outsourcees appointed in accordance with relevant laws and third parties agreed to by the Applicant or cardholder (including the guarantor) also may collect, process, use and internationally transmit Personal Data at any time within the scope permitted by relevant laws. However, in the event where the Applicant's or cardholder's (including the guarantor's) Personal Data that E.SUN Bank provides to the aforementioned institutions is erroneous or changed, E.SUN Bank shall promptly make corrections or supplements and request the aforementioned institutions to make corrections or supplements and notify the Applicant or cardholder (including the guarantor).

In the event where E.SUN Bank's outsourcee appointed in accordance with relevant laws violates the Personal Data Protection Act and causes Personal Data to be illegally collected, processed, used, or other acts that infringe on the Applicant's or cardholder's (including the guarantor's) rights, the Applicant or cardholder (including the guarantor) may seek compensation from E.SUN Bank and the outsourcee in accordance with the Civil Code, Personal Data Protection Act, or other applicable laws and regulations.

If the information provided by the Applicant or cardholder (including the guarantor) to E.SUN Bank is stolen, leaked, altered, or otherwise infringed by any institution or person other than E.SUN Bank, the Bank shall notify the Applicant or cardholder (including the guarantor) by proper means as soon as possible.

In addition, if the Applicant or cardholder (including the guarantor) demand that E.SUN Bank furnish where the information flows to, E.SUN Bank shall promptly provide a list of institutions or persons where the information has flown to.

Five days before registering a cardholder's bad credit records such as late payment for more than one month, compulsory card suspension, collection and bad debt with the Joint Credit Information Center, E.SUN Bank shall notify the cardholder of the reasons for registering his / her bad credit and the potential impacts on the cardholder in writing or via electronic documents previously agreed upon with the cardholder.

E.SUN Bank shall use the mobile phone number that the cardholder left with E.SUN Bank (including the information of the last notice) as the mobile phone number to which the password verification text will be sent for the identity authentication procedures for credit card electronic transactions (including applications).

Regarding insurance policies that a cardholder pays for with a E.SUN Bank credit card, if the Applicant is the proposer or stakeholder (the insured, beneficiary) of the insurance policy, the cardholder agrees for E.SUN Bank to collect information related to the termination (in part or in whole) of the policy contract, decrease in the insured amount, change in the proposer or beneficiary from the insurance company in view that the credit card is a payment tool and for reasons of risk control.

### Article 5 (Credit limit)

E.SUN Bank may approve credit limit based on the cardholder's credit status and actively adjust it at any time. However, E.SUN Bank shall notify the primary cardholder and obtain written consent before actively increasing his / her credit limit.

Cardholders can apply to raise or lower their credit limit. E.SUN Bank may not deny a cardholder's request to lower his / her credit limit if the requested amount does not drop below the minimum limit that E.SUN Bank specifies for each card. For credit limit adjustments in the previous two paragraphs, if there was originally a guarantor, E.SUN Bank shall not only notify the guarantor and obtain his / her written consent for increasing the credit limit but also notify him / her after the adjustment has been approved.

Written consent in the first paragraph can also be conducted by the cardholder via internet verification, ATM or automatic loan machine. If E.SUN Bank fails to verify the cardholder's or the guarantor's identity, it shall be held liable for the cardholder's or the guarantor's losses incurred by the increase in credit limit.

Cardholders may not use credit cards in excess of the credit limit approved by E-Sun Bank. However, when cardholders supplement the excess by cash, or for the convenience of cardholders and to allow them to enjoy fast transactions, if the cardholder has good credit, E.SUN Bank will provide excess authorization and if an international organization or acquiring institution encounters abnormal internet connection when processing a transaction, it will approve the credit card transaction on behalf of E.SUN Bank instead of E.SUN Bank checking the available credit limit. Hence, the cardholder may exceed the credit limit, but will still be responsible for repaying the amount in excess of the credit limit in one payment.

When using credit card with installment payments, transactions are limited to the available balance of the original credit limit. If installment payment transactions exceed the available balance of the original credit limit, the installment payment will be automatically cancelled and changed to payment in full.

<u>Cardholders' transactions on offshore investment platforms are limited to the credit limit approved by</u> <u>E.SUN Bank and will not be considered as reasons for credit limit adjustments or items for excess</u> <u>authorization</u>.

#### Article 6 (Basic obligations of the parties in the agreement)

E.SUN Bank shall process the cardholder's credit card transactions in the method designated by the cardholder within the duty of care of a prudent manager, and shall provide acquirers and merchants with clear instructions as to whether to approve the cardholder's credit card transactions for receiving products, services, other benefits or cash advance.

The credit card is the property of E.SUN Bank, which the cardholder has a duty to hold and use in good care. The cardholder must personally use the credit card and may not deliver or authorize the usage of the credit card or the information on the card to a third party.

The cardholder shall maintain secrecy and refrain from revealing to any third party the password for transactions, the password for card activation or other means of identification when using automated equipment for cash advance, other transactions or credit card activation.

The cardholder must not conspire with a third party or a merchant to create fictitious transactions or commit fraud, or exchange the credit card for cash or any gains. If the cardholder violates the terms of this agreement (including but not limited to transactions involving moral risks, counterfeit, fictitious transactions, etc.) or if transactions involve other malpractices, E.SUN Bank is entitled to cancel the cardholder's eligibility to obtain cash, reward points or other rewards and demand the cardholder to return the cash, reward points or other benefits already earned.

However, if the rewards cannot be returned due to their nature or other circumstances, E.SUN Bank is entitled to demand the repayment of the equivalent price. The cardholder shall be liable for repayment of accounts payable derived from violations of Subparagraph 2 to Subparagraph 4. E.SUN Bank has a duty to ensure the truthfulness of its advertisements, and shall bear obligations no lesser than what have been advertised.

If cardholders of the Labor Protection Combo Card have their right to use the credit card suspended by E.SUN Bank due to reasons under Article 21 of this agreement or other reasons related to bad credit, their usage of the function of inquiring information on their personal labor pension account will not be affected before the contract between E.SUN Bank and the Bureau of Labor Insurance's or the credit card expires.

#### Article 7 (Annual Fee)

After E.SUN Bank approves a credit card to an applicant, unless E.SUN Bank agrees to waive or reduce the annual fee, the applicant shall pay the annual fee within the period designated by E.SUN Bank (for details on the annual fee for each card, please see the application form for the credit card) and may not request reimbursement of the fee for reasons under Article 21 or Article 22, Paragraph 4 and 5, or any other reason. However, this shall not apply to situations under this Article, Paragraph 2, Article 18, Paragraph 3 and Article 20.

For the termination of contract or suspension of the cardholder's right to use the credit card for one month or more due to reasons not attributable to the cardholder, the cardholder may request a partial reimbursement of the annual fee based on the actual number of months that he / she holds the credit card (for a duration of less than one month, that month shall not be calculated).

Except for having used the newly issued card, the Applicant may notify E.SUN Bank to terminate the contract within 7 days after receiving the credit card without having to state any reasons or bear any charges.

Article 8 (Processing procedure for general transactions and sales returns)

Upon receiving the credit card, the cardholder must immediately sign the card to reduce the chances of it being misused by a third party.

When using the credit card for a purchase, the cardholder will be presented with a sales slip which <u>the</u> <u>cardholder is required to verify the details before signing</u>. The cardholder should retain a receipt copy of the sales slip for future reference. In situations where the merchant has agreed to return goods, cancel transactions, terminate services, switch purchased items or alter the price of a transaction made with the credit card, the cardholder shall obtain a sales return slip from the merchant and sign after confirming all details</u>. The cardholder should retain a receipt copy of the sales return slip for future reference. However, where agreed between the cardholder and the merchant, certificates or other proofs of sales return may be used instead. Merchants may reject the cardholder's credit card transactions in the following circumstances:

- I. The credit card appears to be forged, altered, or is damaged, broken, punctured, not signed in the signature box, badly signed or has had the signature altered.
- II. The credit card has expired or has been reported lost according to Article 17, Paragraph 1, or that this agreement has been cancelled or terminated.
- III. E.SUN Bank has suspended the cardholder's use of the credit card.
- IV. The cardholder's signature on the sales slip is different to the pattern shown on the credit card, that the cardholder appears different from the photograph on the credit card, or that there are other ways to prove that the credit card is not being used by the cardholder E.SUN Bank has approved.

V. After this transaction, the cardholder's accumulated transactions will have exceeded the credit limit originally approved by E.SUN Bank. However, exceptions are given in situations where E.SUN Bank has specially approved the merchant to accept use of the credit card after considering the cardholder's credit status and past interactions or when the cardholder has supplemented the excess by cash.

The merchant may refuse to return the credit card back to the user in situations described under Subparagraph 1, 2 or 4 of the preceding paragraph.

Complaints/appeals can be raised to E.SUN Bank if the cardholder encounters a situation where merchants or institutions that handle cash advance reject use of the credit card for reasons other than the ones stated in Paragraph 2, or if merchants demand additional charges for use of the credit card. Upon receiving the complaint/appeal, E.SUN Bank shall investigate or engage the acquirer to investigate the matter and inform the cardholder of the progress. E.SUN Bank shall be liable to compensate any losses caused to the cardholder if the merchants' or institutions' decisions above are found to have been the result of E.SUN Bank's deliberate actions or gross negligence.

Regarding an insurance policy where a cardholder is the proposer and pays for it with a E.SUN Bank credit card, the insurance company shall refund the premium or surrender value arising form non-underwriting, contract avoidance, cancellation, termination (in part or in whole), decrease in the insured amount, debit by mistake or overpayment to the credit card in view that the credit card is the payment tool.

#### Article 9 (Special transactions)

In accordance with transaction customs or the special nature of transactions, for purchases of products or services or payments made with credit cards via mail order, phone order, fax order, internet, mobile devices, automatic vending equipment or other similar methods, or using credit cards for cash advance on automated equipment, E.SUN Bank may use passwords, phone call confirmation, signature on the delivery note, mailing certificate or other methods to identify the involved party as the cardholder and verify the cardholder's intent instead of sales slips or signature in person.

The cardholder may settle payments without providing a signature in transactions in designated merchants which originally required signatures if the domestic payment amount is less than NTD 3,000 or if the oversea payment amount meets the criteria of international credit card organizations for not needing a signature.

#### Article 10 (Cash advance)

Cash advance with credit cards shall be handled in accordance with the relevant regulations and procedures of E.SUN Bank and institutions that handle cash advance. In addition, a handling fee (depending on the designated currency in which cash advance is settled) of 3.5% of the cash advance amount plus NT\$100 (US\$3.5/¥350/€2.5) shall be charged by E.SUN Bank for each transaction. The handling fee may be settled at any time. If the cash advance amount is not settled before the payment deadline of the current cycle, E.SUN Bank is entitled to calculate and charge revolving credit interest on the unsettled portion in accordance to terms under Article 15.

Cardholders may not directly or indirectly obtain financing with their credit cards from institutions that handle cash advance that are not approve by the competent authority or those entrusted by credit card organizations.

If E.SUN Bank agrees to provide cash advance to a cardholder, he / she may activate or request to suspend the cash advance function at any time. However, E.SUN Bank may approve credit limit based on the cardholder's credit status and make adjustments at any time.

#### Article 11 (Suspension of payment)

The cardholder shall resolve any disputes with the merchant regarding the quality, volume and amount of goods or services delivered, or resolve any disputes with the institutions that handle cash advance on the amount obtained, and cannot use them as excuses to refuse to pay the amount due to E.SUN Bank.

If the cardholder finds him / herself in the following special circumstances as specified in operational regulations of credit card organizations when using his / her credit card: If the ordered product was not delivered by the merchant or its amount is inconsistent with the order, if the ordered service was not

provided, or if the cash advance made on an automated equipment was not obtained or was inconsistent in amount, the cardholder shall first seek to resolve the issue with the merchant or the institution that handles cash advance. Where the dispute cannot be resolved, the cardholder shall, before the payment deadline, provide related certifying documents requested by E.SUN Bank, and request E.SUN Bank to process the transaction in accordance with the payment dispute processing procedures specified in Article 13, and shall not be subject to the above limits.

After the cardholder uses his / her credit card for <u>transactions via electronic means or in person</u>, and the contract with the merchant is cancelled in accordance with the provisions under <u>Article 19</u> of the Consumer Protection Act, the terms in the preceding paragraph shall apply mutatis mutandis.

#### Article 12 (Billing statement and other notifications)

If the cardholder's amount due is changed or unsettled before the statement date of the current cycle (month), unless the cardholder is already in the collection procedures for late payment, where the issue is handled via E.SUN Bank's collection methods, E.SUN Bank shall send the billing statement based on the mailing address designated by the cardholder or via electronic documents or other methods previously agreed upon with the cardholder. The cardholder may inquire and request E.SUN Bank to resend the billing statement via registered mail, prompt delivery mail, ordinary mail, fax, electronic document or other appropriate methods if it is not received 7 days before the payment deadline for the current cycle.

The expenses shall be borne by E.SUN Bank. E.SUN shall combine the billing statements for the primary card and the supplementary card for printing and calculation of the amount due for each cycle. The same shall apply if the consolidated account has two or more primary cards. However, the supplementary cardholder may request the provision of transaction details for the supplementary card. The cardholder may call E.SUN Bank's customer service hot line for free provision of the billing statements of the 3 most recent billing cycles (including the current one). However, if the cardholder requests E.SUN Bank to provide billing statements or transaction details for periods past 3 billing cycles or requests to print or send the billing statements via methods not agreed upon in the preceding paragraph, E.SUN Bank is entitled to charge a handling fee for resending transaction statements of NT\$100 for each statement in each billing cycle (month).

If the cardholder fails to notify E.SUN Bank of any changes to the contact address or contact information specified in the application form, E.SUN Bank shall continue delivering future correspondences to the cardholder's last known contact address <u>or other contact methods specified in the application form</u>. Once E.SUN Bank has sent their business correspondence or required notices to the cardholder's last known contact address <u>or other contact methods specified in the application form</u>, they will be deemed as duly received after the usual time of delivery or notification has elapsed. All notifications sent by E.SUN Bank via electronic documents are equivalent to those issued in writing. The cardholder may not claim that these notifications or expressions of intent do not satisfy written document or signature requirements and are therefore invalid or void.

#### Article 13 (Account dispute processing procedures)

If the cardholder has doubts about the transaction details in the bill before the current payment deadline, he / she may specify the reasons and submit a notice to E.SUN Bank along with the evidential documents requested by E.SUN Bank (e.g., sales slips or return slips) and notify E.SUN Bank to assist with the issue, or, after agreeing to bear the handling fee for retrieving sales draft copies, request E.SUN Bank to retrieve sales slips or refund slips from the acquirer, or, after agreeing to pay the payment dispute processing fee specified in the operating regulations of the credit card organization, request E.SUN Bank to claim payment deduction from the acquirer, designated merchant or institution that handles cash advance for the transaction in accordance with the operating regulations of the credit card organization or to request arbitration by international credit card organizations and suspend the payment for that transaction to E.SUN Bank. For any customer dispute between the cardholder and a designated merchant, E.SUN Bank shall provide assistance and handle doubts in the cardholder's favor.

Details of the billing statement would be deemed correct if no queries are made by the cardholder according to the above.

For disputable payments that are suspended, if the cardholder did not agree to pay the payment

dispute processing fee or if E.SUN Bank has proved that the statement was indeed correct or that the amount can not be charged back for reasons not attributed to E.SUN Bank, the cardholder shall immediately make the payments after receiving notice from E.SUN Bank and pay E.SUN Bank interests at the applicable annual revolving credit interest rate starting from the next day of the original payment deadline. The handling fee for retrieving sales draft copies is NT\$50 each case for domestic transactions and NT\$100 for each oversea transaction. Arbitration processing fee for international credit card organizations: US\$500 per case (to be converted to NTD based on the exchange rate on the settlement day). However, if the investigation results indicate that it was indeed a card fraud or that the account dispute was not attributable to the cardholder, the handling fee for retrieving sales draft copies shall be borne by E.SUN Bank. If the arbitration processing fee.

#### Article 14 (Payment)

The cardholder shall pay the amount due or at least the minimum amount due indicated in the billing statement for the current cycle before the current payment deadline. (Revolving credit is not available for business platinum cards for corporate accounts. The total amount due shall be paid for each cycle.) The payment deadline in the preceding paragraph can be rescheduled to the next business day if it is not a E.SUN Bank's business day.

The cardholder's minimum amount due for each cycle shall be calculated separately for each currency per the agreement.

The amount for each currency shall be the total of the following items (For NTD, if the first three items sum up to less than NT\$1,000, the total for the three items shall be calculated as NT\$1,000):

- I. The cardholder's installment payment transactions (including cash advance and compensation transactions), mutual fund dollar cost averaging amount, credit card balance installment plan amount and the full amount of newly-added transaction amounts on offshore investment platforms starting from January 1, 2023.
- II. <u>10% of newly-added general spending of the current cycle (referring to the amount of products purchased, services received, and expenses paid using a credit card in the current cycle).</u>
- III. Outstanding balance that comprises non-installment plan credit card transactions from the previous cycle (including cash advance and compensation transactions) plus 2% of the newly-added non-installment plan cash advance and compensation transactions, which was raised to 5% starting on July 1, 2015.
- IV. Total amount of transactions exceeding the credit limit.
- V. Revolving credit interest and relevant fees specified in the exception clauses of Article 1, Paragraph 1, Subparagraph 6 (please see the credit card application form and E.SUN Bank's website for information on fees) and interests and expenses charged for other project products.
- VI. Accumulated aggregate of outstanding minimum dues from previous cycles was added on July 1, 2015.

The cardholder shall pay the amount due in accordance with the terms in Paragraph 1. The remaining unpaid amount may be deferred and settled in whole or in part at any time. The paid amount shall offset the fees, default penalties, revolving credit interest, and principal in the account, in that order. For the principal, the full amount of the principal included in the minimum amount due shall be offset first, then the unpaid principal from the previous cycle, and then the newly-added principal for the current cycle. The "transactions that may be charged to revolving credit principal" after the offset will be calculated and charged a revolving credit interest in accordance with Article 15, Paragraph 1. However, E.SUN Bank may specify a priority of offset that supersedes Articles 321 to 323 of the Civil Code if it works in the cardholder's favor.

In the event that the cardholder overpays the amount due, the remaining balance shall be held by E.SUN Bank without interest and handled as instructed by the cardholder or via methods agreed upon by both parties. If the cardholder does not designate or instruct otherwise, E.SUN Bank may use it to counterbalance subsequent payments due to E.SUN Bank. If the cardholder applies for or conducts refund of the overpayment, E.SUN Bank shall charge a processing fee of NT\$100 per case and an interbank remittance handling fee (if any). The cardholder agrees for E.SUN Bank to directly deduct the fees from the overpayment to be refunded. If the cardholder waives his / her ownership of the

overpayment, he / she shall be deemed to have agreed for E.SUN Bank to handle it at its own discretion.

E.SUN Bank shall remind the cardholder with visible text in the billing statement that there is still overpayment in his / her account if the cardholder's credit card <u>is not renewed upon expiry or re-issued</u> <u>after suspension</u>.

E.SUN Bank shall also actively contact the cardholder for instructions. If the cardholder has not instructed E.SUN Bank on the handling of the overpayment more than 6 months after the notice has been sent by E.SUN Bank in accordance with the preceding paragraph, or if the cardholder's overpayment in NTD and other foreign currencies (overpayment in other foreign currencies shall be converted to NTD based on the cash buying rate of the currency on that day) sum up to more than US\$50,000 based on the USD cash selling rate of E.SUN Bank on that day, E.SUN Bank may notify the cardholder within 60 days and then directly refund the overpayment by mailing a nonnegotiable check under the same as the cardholder to his / her last known contact address, by remitting the amount to the cardholder's domestic savings account, or by transferring to the cardholder's E.SUN Bank savings account.

Article 15 (Revolving credit interest and default penalty)

The calculation of revolving credit interest is to take each "transaction that may be charged to revolving credit principal" and apply the applicable revolving credit interest rate (E.SUN Bank shall notify the cardholder of the applicable annual revolving credit interest rate in each billing statement after the application for credit card is approved, with the rate capped at 15%)to the balance of that transaction from the interest accrual start date to the date when all accounts payable are paid (rounded to one NTD). Among which, installment payments start from the day after the payment deadline, and other items start from the credit date on the statement. If the cardholder has settled the full amount due before the payment deadline for the current cycle, or if the balance after paying is less than NT\$1,000 (or the equivalent in foreign currencies), the revolving interest is not collected after the closing date. (For cardholders in possession of two or more credit cards issued by E.SUN Bank, the revolving credit interest for transactions settled in NTD and the calculation of "transactions that may be charged to revolving credit principal" shall be collected.) E.SUN Bank may establish differential interest rates for credit cards under the above maximum interest rate and the applicable period based on the cardholder's past interactions with E.SUN Bank and credit rating with all financial institutions.

E.SUN Bank may also adjust the applicable revolving credit interest rate for the cardholder based on considerations of funds, operating profits, card issuance costs, maintenance, services and other operating costs. The revolving credit interest rate shall be adjusted based on E.SUN Bank's quarterly review. However, during the differential interest rate period, if the cardholder's credit risk level in E.SUN Bank's credit rating mechanism is raised, shows irregular credit status with financial institutions (including irregular credit transactions, rejected checks, bounced checks, compulsory card cancellation, payment by relatives for the cardholder, application for debt negotiation, excessive debt ratio, late payments, and irregular large loans) or is found in situations where credit risk is raised, such as filing for bankruptcy, being subject to enforcement or debt-securing measures, E.SUN Bank may proceed to increase the applicable revolving credit interest rate for the cardholder 60 days after notifying him / her. If the cardholder fails to pay the minimum payment due for the cycle by the monthly payment due date or if he/she makes a payment past the due date, revolving credit interest shall accrue per mutual agreement in accordance with Paragraph 1.

Unless the total outstanding balance for the current billing cycle is less than NT\$1,000, the cardholder agrees that E.SUN Bank charges default penalty based on the billing cycle. The default penalty is calculated as follows: In the event of late payment for the current cycle (month), a fee of NT\$300 shall be charged. In the event of consecutive late payments, a default penalty fee of NT\$400 shall be charged for the second month. A default penalty fee of NT\$500 shall be charged for the third month. If payment is made by the due date during that period, the count of consecutive default penalties shall be reset. The maximum consecutive default penalty charge to be collected at one stretch is capped at three billing cycles.

For example: Your statement date is the third of each month. On April 30, you made a purchase of 5,000 NTD. The spending was paid by E.SUN Bank on May 2 (i. e. the posting date), and the billing statement lists May 18 as the payment deadline, with a minimum amount due of 1,000 NTD. If you pay 500 NTD before May 18, the revolving interests in the billing statement for June will be: (Calculated at an annual revolving credit interest rate of 15%) (5,000 NTD - 500 NTD) × (May 2 to June 2 for a total of 32 days) × (15% / 365) = 59 NTD. Continuing from the above: If you did not pay the minimum amount due before the payment deadline, May 18, you will need to pay an additional default penalty of NT\$300 on June 3, the closing date of the billing statement.

Article 16 (Authorization for foreign currency settlement)

All of the cardholder's credit card bills and refunds shall be settled in NTD or the designated foreign currency. If a transaction (including online transactions) or a refund is made in foreign currency, or if it is conducted overseas in NTD (including overseas designated merchants or online transactions), the cardholder authorizes E.SUN Bank to directly covert it to NTD or the designated foreign currency for settlement, based on the exchange rate on the foreign exchange settlement day stipulated by each international credit card organization. The cardholder agrees to an additional overseas transaction service fee of 1.3% to 1.5% of the amount of each transaction (in particular, 0.8% to 1% of the fee goes to each international credit card organization. For the latest overseas transaction service fees charged by different international credit card organizations, please refer to the E.SUN Bank website or your credit card bills for more details.)

The cardholder authorizes E.SUN Bank to act as the settlement agent within the borders of the Republic of China (Taiwan) for the purpose of settling credit card transactions conducted overseas. However, where the foreign currency settlement amount payable by the cardholder exceeds the legal limit, the cardholder shall pay for the excess amount in the foreign currency.

# Article 17 (Special transactions such as card loss and misuse)

In the event of the misplacement, theft, robbery, or loss of the cardholder's credit card, or where the card is in the custody of a third party other than the cardholder (hereinafter referred to as loss), the cardholder shall notify E.SUN Bank as soon as possible by phone calls or any other agreed methods, or by visiting E.SUN Bank's designated institutions to process the loss report and usage suspension procedures. Other than the World Card, business platinum card, Infinite Card, elite signature credit cards for doctors, Visa Signature card (excluding those with Easy Card function), Titanium card (excluding those with Easy Card function), Titanium Card, for which the Card Loss Report Fee is waived, the cardholder of other credit cards shall also pay a Card Loss Report Fee of NT\$200. Where E.SUN Bank deems it necessary, it may, within ten days after receiving the loss report, ask the cardholder to file a report at the local police department no later than three days after receiving the notice, or to provide a supplementary notice to E.SUN Bank in written format.

E.SUN Bank shall bear any losses caused by fraudulent use of the card after the cardholder begins the procedures for the loss report. In the following circumstances, however, the cardholder shall still bear the losses caused by misuse even after the card has been reported lost:

- I. The cardholder has allowed the misuse of card by a third party, or gives the credit card to another user on purpose.
- II. The cardholder intentionally or negligently reveals his / her password or other means of identification used for cash advance or other transactions with ATMs to a third party.
- III. The cardholder has conspired with a third party or a merchant to create fictitious transactions or to commit fraud.

The cardholder shall bear a maximum of NT\$3,000 on losses incurred before the card is reported lost. However, in any of the following conditions, the cardholder does not have to bear any share:

I. The impostor made transactions with the World Card, business platinum card (including corporate card), Infinite Card, elite signature credit cards for doctors. Visa Signature card (excluding those with Easy Card function), Titanium card (excluding those with Easy Card function), Citizen Travel Card, and Chien-Ming Wang Platinum Card.

- II. Misuse of the credit card had occurred in the 24 hours before the card was reported lost.
- III. The impostor's signature on the sales slip is distinguishably different to that of the cardholder by naked eye, or failure to identify the fake signature that would otherwise be possible had the checker exercised its duty of care as a prudent manager.
- IV. The impostor used the card to transact with certain merchants and within an amount that does not require signatures, which E.SUN Bank has later confirmed that the transactions were not initiated by the cardholder and nor was the cardholder part of the conspiracy.

If E.SUN Bank is able to prove that it has exercised the duty of care as a prudent manager, while the cardholder satisfies any of the exception clauses outlined in Paragraph 2 of this Article and meets any of the following descriptions, the cardholder's shall bear the full amount of losses before the card is reported lost, and his / her share of loss shall not be subject to the above limits:

- I. The cardholder was aware that the credit card had been lost but did not take the initiative to inform E.SUN Bank immediately, or that the cardholder failed to inform E.SUN Bank for more than 20 days after the payment deadline of the current cycle after the card had been lost.
- II. The cardholder violated Article 8, Paragraph 1 of the agreement, failing to sign at the credit card and gave a third party the opportunity to misuse the card.
- III. After the credit card was reported lost, the cardholder failed to provide documents or refused to assist in the investigation when requested by E.SUN Bank, or that the cardholder had acted against the utmost good faith.

Regarding cash advance using ATMs, the losses caused by misuse before the card is reported lost shall be borne by the cardholder. Provisions on the cardholder's share under Paragraph 3 shall not apply.

In the event of misuse of the card for special transactions under Article 9, the cardholder shall notify E.SUN Bank as soon as possible by phone calls or any other agreed methods, or by visiting E.SUN Bank's designated institutions to process the usage suspension and card re-issuance procedures. Where E.SUN Bank deems it necessary, it may, within ten days after receiving the request for usage suspension and card re-issuance procedures, ask the cardholder to file a report at the local police department no later than three days after receiving the notice, or to provide a supplementary notice to E.SUN Bank in written format. E.SUN Bank shall bear any losses caused by fraudulent use of the card before the cardholder completes the procedures for the loss report and card re-issuance. In the following circumstances or those in the exception clauses of Paragraph 2 of this Article, however, the cardholder will be responsible for losses caused by misuse before completing the procedures for the loss report and card re-issuance:

- I. The cardholder was aware that his / her credit card had been misused but did not take the initiative to inform E.SUN Bank immediately.
- II. The cardholder received E.SUN Bank's notice for card re-issuance but did not take the initiative to conduct or refuse to conduct the re-issuance.
- III. After the Credit cards card was suspended and re-issued, the cardholder failed to provide documents or refused to assist in the investigation when requested by the Bank, or that the cardholder had acted against the utmost good faith.

Article 18 (Card re-issuance, replacement, and renewal upon expiry)

E.SUN Bank may issue a replacement card per the cardholder's application if the credit card is lost, stolen, or rendered unusable due to smudges, demagnetization, scratches or other reasons. <u>However</u>, a card replacement fee of NT\$200 for each combo card or NT\$50 for each EasyCard shall be charged.

If the agreement is not terminated in accordance with Article 22 upon the expiry of the effective period of the credit card, E.SUN Bank shall issue a new card for use by the cardholder.

Where the cardholder does not intend to renew the credit card before the expiry of the effective period, he / she shall notify E.SUN Bank to terminate the agreement in advance before the expiry of the effective period, or notify E.SUN Bank in writing and by cutting the card in half and sending it back to E.SUN Bank to terminate the agreement (for the Labor Protection Combo Card, the cardholder shall also cut this card in half and sending it back to E.SUN Bank's business units for card cancellation in writing) at any time within seven days after receiving the credit card without having to state any

reasons or bear any charges. However, this shall not apply once the newly issued card has been used.

Article 19 (Offset and discharge)

In the event where E.SUN Bank claims rights to regard all deposits as due according to Article 22, E.SUN Bank may take, within the necessary scope, all deposits (except checking deposits) and debt entitlements the cardholder has over E.SUN Bank to settle any debts that the cardholder owes to E.SUN Bank related to this agreement.

When E.SUN Bank plans to carry out offset, it shall notify the cardholder of its intent in writing. Such a written notification shall contain information on cause for exercise of the offset right, types of offset rights, and amounts involved. The Bank shall carry out offset in the following order.

- I. Debts that are due will be offset first, and debts that are not yet due will be offset later.
- II. When deposits are used for offset, deposits with lower interest rates will be offset first. Once E.SUN Bank has exercised its right of offset, the cardholder's passbook, certificate of deposit and other debt entitlement certificates shall no longer serve as valid proof of possession where offset applies.

If the amount of property does not cover all debts the cardholder has owed to E.SUN Bank, then the offset shall proceed according to the priorities outlined in Article 14, Paragraph 3 of the Civil Code.

# Article 20 (Agreement amendment)

E.SUN Bank shall notify the cardholder of any future changes (additions or deletions) made to the terms of the agreement in writing, via electronic documents, or other methods agreed by the cardholder. The cardholder will be deemed to have accepted the change if no objection is raised within seven days. The cardholder shall notify E.SUN Bank to terminate the agreement in case of any objection.

For the following changes, E.SUN Bank shall notify the cardholder in writing or by electronic documents previously agreed by the cardholder at least 60 days prior to the effective date. The notification must include detailed descriptions of the changes and comparisons of the original and revised terms in a clear manner, informing the cardholder of its right to object before the changes take effect. If no objection is raised by the cardholder before the effective date, the changes (additions or deletions) shall be considered accepted by the cardholder. E.SUN Bank shall also notify the cardholder that in case of any objection, he / she shall notify E.SUN Bank to terminate the agreement within the above allowed objection period and that he / she may request a partial reimbursement of the annual fee based on the actual number of months that he / she holds the credit card (for a duration of less than one month, that month shall not be calculated) after the termination of the agreement:

- 1. Possible increase in the cardholder's burden.
- 2. Raises in the revolving credit interest rate.
- 3. Changes in the revolving interest calculation method.
- 4. Credit card usage and handling when the card is lost, stolen or damaged.
- 5. The cardholder's rights and obligations when another party no longer has the right to use the credit card.
- 6. Account dispute processing procedures for credit card transactions and relevant material regulations of international credit card organizations involving the cardholder's rights and obligations.
- 7. Periods and terms of eligibility of rights, bonuses or services provided to the cardholder.

Unless the adjustment is necessary in the interim period of the provision due to matters unattributable to E.SUN Bank, or if E.SUN Bank has announced or notified the cardholder of the periods and terms of rights, bonuses or services, E.SUN Bank may make annual adjustments to the calculation methods of the annual fee charged to the cardholder, service fees, revolving credit interest and default penalty, and expenses of any kind to be borne by the cardholder, and periods and terms of other cardholder's rights, bonuses or services.

When E.SUN Bank notifies the cardholder of changes in the terms and conditions of the agreement in accordance with Article 20, Paragraph 1 or 2, if the cardholder raises an objection within the allowed period and terminates the contract thereof, E.SUN Bank shall allow at least 6 cycles of grace period to cardholders who use revolving credit or installment payments. However, if the original remaining installments are less than 6, the original contract shall be performed. However, for the necessity of

continual performance of the agreement, Articles 4, 12, 14, 15, 19, 21, 24, 25, 26 and 27 of the original credit card agreement shall remain valid for E.SUN Bank and the cardholder.

## Article 21 (Restrictions on credit card usage)

E.SUN Bank may reduce the cardholder's credit limit, adjust the minimum ratio or amount due for revolving credit, or temporarily suspend the use of the cardholder's credit card without prior notice if the cardholder exhibits any one of the following and shall immediately notify the cardholder:

- I. The cardholder is in violation of Article 2, Paragraph 1, Article 6, Paragraphs 2 or 4, Article 8, Paragraph 1, or Article 10, Paragraph 2.
- II. The cardholder intentionally or negligently reveals its password or other means of identification used for cash advance or other transactions with ATMs to a third party.
- III. The cardholder fails to pay the minimum amount due for two consecutive cycles or the payment has not reached the minimum amount due required by E.SUN Bank, <u>or has his / her card cancelled compulsorily by other card-issuing institutions</u>.
- IV. The cardholder petitions for settlement, bankruptcy, rehabilitation, liquidation, pre-negotiation, pre-litigation mediation, has undergone restructuring, has been blacklisted by Taiwan Clearing House, has ceased operations, is in the process of debt consolidation, or has applied for debt negotiation with any financial institution.
- V. The corporate entity or non-profit organization in which the cardholder serves as a legal representative, representative or manager has been blacklisted by Taiwan Clearing House.
- VI. The cardholder is sentenced for a criminal offense or has main properties seized by the court.
- VII. The primary cardholder is 24 years old or under, is a student, and has used the credit card for transactions exceeding his / her ability for repayment.
- VIII. The cardholder is ordered by a court to be subjected to guardianship or assistance according to law.
- IX. The cardholder is identified as an individual, corporate entity or organization sanctioned under the Terrorism Financing Prevention Act, or a terrorist or terrorist organization identified by a foreign government or international anti-money laundering organization.
- X. <u>The passport, Taiwan Travel Permit, Entry/Exit Permit to Taiwan Area, or resident certificate that a</u> foreign cardholder has left with E.SUN Bank has expired.

If the cardholder exhibits any one of the following, E.SUN Bank may reduce the cardholder's credit limit or adjust the minimum ratio or amount due for revolving credit with prior notice in any method or if a reasonable period has passed since the public summons, and the cardholder cannot or fails to provide a just cause. In the case of a serious offense (the conduct under Subparagraph 11 of this Paragraph dos not have to be a serious offense), E.SUN Bank may temporarily suspend the use of the cardholder's credit card:

- 1. The cardholder violates Article 2, Paragraph 2, and E.SUN Bank is unable to establish contact using the contact address and telephone number provided at the time of application, or the cardholder's occupation, job, source of finance or debt status (including the cardholder's total limit or total debt of credit cards, cash cards and consumption loans with all of the financial institutions or card-issuing institutions and past interactions with said institutions) is changed and there is concrete fact for reducing E.SUN Bank's estimate of the cardholder's credit.
- 2. The cardholder fails to pay the minimum amount due for one cycle or the payment has not reached the minimum amount due required by E.SUN Bank.
- 3. The cardholder violates the agreement in Article 5, Paragraph 5, and has used the credit card for transactions in excess of the credit limit.
- 4. The cardholder has checks returned due to insufficient deposit balance; or that the corporate entity or non-profit organization in which the cardholder is the legal representative, representative or manager has checks returned due to insufficient deposit balance.
- 5. The cardholder's main properties are subjected to enforcement, <u>provisional seizure</u>, <u>provisional</u> <u>disposition or other debt-securing measures</u>.
- 6. The cardholder is sued for other debt-related disputes (including taxes), or is investigated or prosecuted for criminal offense (including property crimes).
- 7. The cardholder fails to repay debts owed to any financial institution or card-issuing institutions

(including the head office and branches), or exhibits delays in repaying principals or interests on debts.

- 8. The cardholder fails to fulfill guarantee obligations in accordance with agreements.
- 9. The cardholder has had credit cards suspended or credit card agreements terminated by other card issuers for reasons under Article 21, Paragraph 1.
- 10. The cardholder acts as a guarantor for the debt of a third party who has demonstrated concrete actions of default on repayment to an extent that E.SUN Bank thinks it necessary to secure own claims.
- 11. (1) The cardholder does not cooperate with E.SUN Bank's regular review of cardholders in accordance with laws and regulations such as the Money Laundering Control Act or the Counter-Terrorism Financing Act, including but not limited to impossibility to contact the cardholder within a reasonable period; refusing to provide information on the identities of the beneficial owner, high management, authorized person, or the person exercising control over the customer of the cardholder him/herself and the corporate or group cardholder, refusing to explain the nature or goal of the credit card transactions or the source of wealth and funds, and refusing to provide supporting documents for reviews.
  - (2) There is reasonable doubt that the cardholder is involved in illegal offenses, or that the source of wealth and funds is illegal.
- 12. The cardholder has not used his / her credit card for one consecutive year or more or has not activated his / her card, and E.SUN Bank believes that there are card usage risks or security issues after assessment.

E.SUN Bank may reinstate the cardholder's credit limit in whole or in part, the original minimum ratio or amount due for revolving credit, or the use of the credit card when the situations described in Paragraphs 1 and 2 no longer apply, or if E.SUN Bank accepts the explanations provided by the cardholder, or if the cardholder settles part of the debts owed or provides suitable collaterals.

When E.SUN Bank adjusts the cardholder's minimum ratio or amount due for revolving interest in accordance with Paragraph 1 or 2, it shall consider the cardholder's past payment status when deciding the appropriate ratio or amount. If the cardholder raises an objection, E.SUN Bank shall negotiate with the cardholder based on the principle of good faith except for situations under Paragraph 1, Subparagraphs 1, 2, 8 and 9 or Paragraph 2, Subparagraph 11.

Article 22 (Loss of benefit of time and termination of the agreement)

If the cardholder exhibits any of the conducts in Paragraph 1, Subparagraphs 1 to 6 of the preceding article, of if the agreement is terminated, E.SUN Bank may shorten the cardholder's period of deferred payment or regard the payment as due without prior notice or public summons.

If the cardholder exhibits any of the conducts in Paragraph 2, Subparagraphs 1 to 10 of the preceding article, E.SUN Bank may shorten the cardholder's period of deferred payment or regard the payment as due with prior notice or public summons. The same applies when the cardholder is deceased.

The Bank may reinstate the cardholder's original deadline for deferred payment or use of the benefit of time of revolving credit when the situations described in Paragraphs 1 and 2 no longer apply, or if E.SUN Bank accepts the explanations provided by the cardholder, or if the cardholder settles part of the debts owed or provides suitable collaterals.

The cardholder may notify E.SUN Bank in writing and by cutting the card in half and sending it back to E.SUN Bank to terminate the agreement at any time (for the Labor Protection Combo Card, the cardholder shall also cut this card in half and sending it back to E.SUN Bank's business units for card cancellation in writing).

E.SUN Bank may terminate this agreement by notifying the cardholder in writing or using any other methods agreed by the cardholder, should the cardholder exhibit any of the conditions described in Paragraph 1 or 2 of the preceding Article, or when the credit card is due to expire.

The primary and supplementary cardholders may no longer use the credit cards after the termination or cancellation of this agreement (even if the card is not due to expire). However, if only one of the credit card agreements is terminated or cancelled, the termination or cancellation shall only take effect on the specific agreement, and other credit card agreements shall remain valid.

If the cardholder has repaid all debts after the termination of this agreement, he / she may request

E.SUN Bank to issue a certificate of satisfaction. For each certificate, a handling fee of NT\$200 shall be paid.

E.SUN Bank is entitled to reject the cardholder's use of the E.SUN Bank credit card or to suspend the card due to considerations of risk if the purchase involves highly liquid goods, the store where the cardholder works, or any high-risk merchants identified by the National Debit Card Center of R.O.C., or if the transaction is reasonably suspected as fictitious, fraudulent, counterfeit, exchange for cash, obtainment of illegal profits, or otherwise clearly unreasonable in E.SUN Bank's judgment due to the unusual time, location, item or amount (including purchases that are obviously not reasonable considering the cardholder's background such as identity, occupation and income, or risk reports are received from international organizations or other banks) at which it takes place. The same shall apply when the cardholder makes up for the excess of the credit limit in an intended transaction with payment.

#### Article 23 (Stoppage of issuance)

If the cooperation with a partner group for a recognition card or co-branded card has terminated <u>or if</u> the original credit card is no longer issued, E.SUN Bank may cancel the <u>credit card</u>, and notify the cardholder via <u>E-mail (or in writing if the cardholder did not provide an E-mail address</u>) or other methods agreed by the cardholder. If the cardholder does not raise objections within a designated period, E.SUN Bank shall issue a different credit card for the cardholder to use. The cardholder and guarantor agree that the agreement shall remain valid and agree to comply with the terms and conditions. However, if the cardholder already holds another credit card issued by E.SUN Bank, E.SUN Bank may also cancel said <u>credit card</u> without issuing a new one.

#### Article 24 (Governing laws)

This agreement shall be governed by the laws of the Republic of China.

The constitution, efficacy and interpretation of debt relationships under this agreement shall be governed by the laws of the Republic of China.

#### Article 25 (Court of jurisdiction)

Both parties agree to designate Taipei District Court as the court of first instance. However, this does not supersede Article 47 of the Consumer Protection Law or Article 436-9 of the Code of Civil Procedure, where litigations involving small sums may be subjected to different jurisdictions.

#### Article 26 (General handling of outsourced business operation)

The cardholder agrees that when necessary, E.SUN Bank may authorize an appropriate third party (or member institutions of various credit card organizations) to cooperate when E.SUN Bank processes transaction account receipt and payment, data processing or other operations permitted by the competent authority for outsourcing.

Where E.SUN Bank has outsourced its business operations according to the preceding paragraph, the Bank shall urge and ensure that the outsourcee observes the confidentiality provisions set out in the Banking Act and other applicable regulations and does not leak any the data to any other third party.

In the event E.SUN Bank's outsourcee violates the Personal Data Protection Act when processing data and results in personal information being illegally collected, processed, used, or other acts that infringe on the cardholder's rights, the cardholder may seek compensation from E.SUN Bank and the outsourcee in accordance with the Civil Code, Personal Data Protection Act, or other applicable laws and regulations.

# Article 27 (Special handling of outsourced business operation - obligation of notice of outsourcing of collection operation)

If the cardholder is late in repaying the accounts payable, E.SUN Bank may outsource its debt collection operation, but shall notify the cardholder of its intent in writing before doing so. Such notice shall contain information on the name of commissioned collection agency, collection amount, period of retention for tape-recorded collection record, and other relevant matters as required by applicable regulations.

E.SUN Bank shall make public the basic information on the collection agency at E.SUN Bank's business places and on E.SUN Bank's website.

If E.SUN Bank fails to serve a notice according to Paragraph 1 hereof or E.SUN Bank's commissioned

collection agency fails to perform the collection activities in accordance with applicable regulations, E.SUN Bank shall be held jointly liable for damages occurred to the cardholder.

#### Article 28 (Other agreed matters)

Any matters that are not addressed in this agreement or attachments thereof shall be separately agreed between the two parties.

# \* Important notes when the cardholder purchases a product or service

- I. The credit card is only a payment tool. Credit card institutions do not guarantee flaw-free conditions or performance of the products or services that are sold. The cardholder shall carefully evaluate before purchasing a product or service. For example, when purchasing coupons for products or services in any industry, the cardholder shall verify whether a performance guarantee is provided for the coupon in accordance with the items to be recorded in the definitive contract stipulated by the competent authority of the industry.
- II. When using the credit card, please pay special attention to whether the transaction amount and date, payment method (specifying the credit card number), personal data and the content of purchased product or service on the sales slip or product or service contract are complete and accurate. When purchasing products or services that are not delivered upon payment (prepaid type), it is even more important to verify whether the effective period and terms of the provision of products or services are clearly specified. Please make sure to verify that the product, service or contract content is complete and accurate before paying with the credit card. For products or services that are not delivered upon payment (prepaid type), the original copy of the sales slip or product or service contract and relevant documents (such as proof of purchase, receipt, usage record receipt and forms, membership card or IC card, or class pass) shall be obtained upon completing the credit card transaction and shall be kept until the expiration of the effective period of the product or service or until the receipt and verification of goods.
- III. Please keep all sales slips and verify them one by one against the monthly billing statement. For any doubt on the items in the transaction details and payment notice, such as transaction that did not occur, repeated deductions, error in the transaction amount, payment already made with other methods, please immediately inquire with the designated merchant or the card-issuing institution and request handling.
- IV. When the purchased product or service is not provided (including the ATM machine not giving the cash advance money), the cardholder shall first seek to resolve the issue with the merchant or the institution that handles cash advance. Where the dispute cannot be resolved, the cardholder shall submit the relevant supporting documents as listed in Article 2 to claim for the disputed transaction in accordance with the terms of the card-issuing institution. If the cardholder has already resolved the issue with the merchant, the card-issuing institution will not proceed to handle the cardholder's disputed transaction. E.SUN Bank's customer service hot line for disputed transactions: 02-21821313.
- V. The cardhodler is advised to pay attention to the deadline for the provision or product or service and the payment deadline for claiming disputed transactions when purchasing products or services that are not delivered upon payment (prepaid type) to protect his / her own rights.
- VI. Important matters that require the cardholder's cooperation in the handling by card-issuing institutions of procedures of claiming disputed transactions of international credit card organizations (hereinafter referred to as "procedures for handling disputed transactions") are summarized as follows:
  - (I) The non-provision or product or service means that the ordered product was not delivered by the merchant or its amount is inconsistent with the order, if the ordered service was not provided, or if the cash advance made on an automated equipment was not obtained or was inconsistent in amount. The cardholder shall prepare the relevant supporting documents and submit them to the card-issuing institution and claim deduction 15 work days before the payment deadline for the disputed transactions. The cardholder may only claim disputed transaction once for a single transaction to the card-issuing institution. The payment deadlines for disputed transactions of non-provision of products or services of international credit card institutions are as follows:

International creditcard organization	Deadline that the card-issuing institution makes request of deduction to the acquirer
Visa	<ul> <li>Within 120 calendar days (including weekends and holidays) from the transaction settlement date or the agreed date for service provision, and the retrospective period shall not be greater than 540 calendar days from the settlement day for non-provision or service or product.</li> <li>• Example of non-provision of service: If a cardholder purchases membership of a certain club with a Visa Card on January 15, 2009, but the club goes out of business on February 10, 2010 while the cardholder's membership is still valid, the card-issuing institution may request deduction within 120 calendar days from February 10, 2010 and not exceeding 540 calendar days from the transaction settlement date.</li> <li>• Example of not receiving a product: If a cardholder purchases a furniture with a Visa Card on January 15, 2010, and the furniture is scheduled for delivery to the location designated by the cardholder on March 15, 2010, but the vendor expresses on March 15 that the delivery cannot be made, the card-issuing institution shall request deduction within 120 calendar days from March 15, 2010 and not exceeding 540 calendar days from the transaction settlement date.</li> </ul>
Mastercard	<ol> <li>Within 120 calendar days from the transaction settlement date or the scheduled product delivery date when a product is not received.</li> <li>Example: If a cardholder purchases a furniture with a Mastercard on January 15, 2010, and the furniture is scheduled for delivery to the location designated by the cardholder on March 15, 2010, but the vendor expresses on March 15 that the delivery cannot be made, the card-issuing institution shall request deduction within 120 calendar days from March 15, 2010.</li> <li>Non-provision of service         <ol> <li>One-time provision of service: Within 120 calendar days from the transaction settlement date or the scheduled service supply date.</li> <li>Example: If a cardholder pays for a service to be provided on March 15, 2009 with a Mastercard on January 15, 2009, but the vendor expresses on March 15 that the service cannot be provided, the card-issuing institution shall request deduction within 120 calendar days from March 15, 2009.</li> <li>Service interruption (not one-time provision of service): Within 120 calendar days from the transaction settlement date or the date that the designated merchant cannot provide service, and the retrospective period shall not be greater than 540 calendar days from the settlement day.</li> <li>Example: If a cardholder purchases membership of a certain club with a Mastercard on January 15, 2009, but the club goes out of business on February 10, 2010 while the cardholder's membership is still valid, the card-issuing institution shall request deduction within 120 calendar days from the transaction settlement date.</li> </ol> </li> </ol>

JCB	<ol> <li>Domestic transactions in Taiwan:         <ol> <li>Non-provision or service or product, the product provided being damaged, or the product or service not consistent with its description: Within 120 calendar days from the transaction settlement date.</li> <li>Product or service interruption (not one-time provision): Within 120 calendar days of the scheduled product provision date (the date that the merchant could not do business), and not exceeding 540 calendar days from the transaction settlement date.</li> </ol> </li> <li>Within 120 calendar days from the transaction settlement date for international transactions.</li> </ol>
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- Note 1: The transaction settlement date refers to the date when the acquirer submits the transaction to settlement organizations for data processing. The cardholder may inquire with the card-issuing institution for the settlement date for each transaction.
- Note 2: Please note that the procedures for handling disputed transactions shall be based on the detailed rules of each international credit card organizations. Each international organization has the final say in formulating, interpreting or revising the rules of the "Procedure for Handling Disputed Transactions", as well as in arbitraging disputes among member institutions. Therefore, when the cardholder claims a transaction disputable, it does not necessarily mean that the funds will be refunded, or that he/she no longer needs to pay for the outstanding parts of an installment plan.
- (II) If the period of provision of a product or service that the cardholder purchased with the credit card exceeds the above periods specified by international credit card organizations, and the designated merchant cannot continue to provide the product or service past those periods, the cardholder can no longer handle the dispute via the operating regulations of international credit card organizations. Therefore, cardholders are advised to carefully evaluate the risk of not being able to obtain the product or service in the future before purchasing this type of product or service.
- (III) If the cardholder requests the card-issuing institution to ask for arbitration by international credit card organizations regarding disputed transactions, he / she will need to promise the card-issuing institution to pay the possible processing fees related to the arbitration. If the arbitration result is in the cardholder's favor, the cardholder does not have to bear all or part of the arbitration processing fee.

E.SUN Bank charges an arbitration processing fee of US\$500 per case, which shall be converted to NTD based on the exchange rate on the settlement day.

Be Prudent in Financial Management Your Credit Is Paramount  $\bigcirc$ Revolving credit interest rate: 5.88%~15% (depending on the Bank's computer rating score; reference date: September 1, 2015)  $\bigcirc$ Cash advance handling fee (depending on the designated currency in which cash advance is settled): cash advance amount × 3.5% + (NT\$100 / US\$3.5 / JPY350 / EUR2.5)  $\bigcirc$ For other related rates, the Bank's website and promulgation items in the application form shall prevail.