

# General Agreement for Account Opening



## ※ General Agreement for Account Opening

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The Principal is given five days to review the terms of the agreement, starting from the day the agreement is handed over to the Principal during account opening. The Principal is expected to comprehend the terms of this agreement before using the various services described. The Principal would be deemed to have accepted the terms and conditions once the service is used.

Customers who open deposit, trust or any other types of account (collectively referred to as "the Principal") in E.SUN Bank or any of its branches (collectively referred to as "the Bank") are bound to comply with the following rules, where applicable, while making use of services listed below:

## Privacy Policy and Disclaimer(2020.02 Version)

E.SUN Financial Holding Co., Ltd. and subsidiaries hereby declare that, pursuant to the "Financial Holding Company Act", "Regulations Governing Joint-Marketing by Financial Holding Companies and their Subsidiaries", "Personal Data Protection Act" and other relevant laws and regulations the collection, processing and use of your personal information by it and its subsidiaries which apply such information interchangeably are subject to strict confidentiality measures. E.SUN Financial Holding Co., Ltd. and its subsidiaries further declare their fulfillment of confidential information on customers in the following manner:

- I. **Methods of gathering information**  
E.SUN will gather your personal information through services offered to you as a customer of E.SUN Financial Holding Company or any of its subsidiaries, or through other public means, government disclosures, or sources legally provided by third parties. E.SUN will not disclose your non-public information to any third party except with your consent or when obligated to do so by law.
- II. **Methods of information storage and custody**  
E.SUN shall maintain your personal information in strict confidentiality within the databases of E.SUN Financial Holding Company and subsidiaries, and engage a highly secured and stable service provider if necessary to hold custody of your personal information. All access and usage of your personal information will be limited only to authorized personnel and confined within the extent of their authority. Unauthorized personnel or departments will not be given any access to your personal information.
- III. **Information security and protection methods**  
E.SUN has adopted the SSL (Secure Sockets Layer) mechanism to encrypt data transmissions, and installed firewalls to block illegal intrusions in order to guard your personal information against illegal access. In addition, your 4 to 16 digit password is stored in a scrambled format in our system, making sure that your password is not known to anyone but you. It is the company's practice to adopt the best technology available to protect your personal information.
- IV. **Information classification, scope of use, and items**  
E.SUN Financial Holding Co., Ltd. and its subsidiaries ("the Company") will categorize your information, including your name, address, other basic information, accounts information, credit information, investment information and insurance information. Your information will be classified as follows, but the company may add or reduce the number of categories and information content depending on the nature of its business activities:
  - (I) **Basic information:** Includes the customer's name, date of birth, ID card number, telephone number, address, e-mail etc.
  - (II) **Account information:** Includes account number or other numbers of similar purpose, credit card numbers, deposit numbers, transaction numbers, deposit, loan and transaction details, your financial summary etc.
  - (III) **Credit information:** Includes returned check records, annulment records, blacklisting records, and performance of your business.
  - (IV) **Investment information:** Includes the assets you have invested or sold, and the amount and timing of your transactions.
  - (V) **Insurance information:** Includes the type of policies you have insured, the tenor, the sum insured, payment method, claims history, and whether your insurance requests have been previously rejected.
- V. **Purpose of information usage**  
Our joint marketing efforts with subsidiaries have been aimed to provide you with more complete, diverse and privileged products/services, and we will disclose and share your personal information with subsidiaries only to the extent compliant with laws or agreed by you in writing. We are committed to properly protecting and managing your personal information.
- VI. **Recipients of information disclosure**  
Your personal information may be disclosed, referred and used among E.SUN Financial Holding Company, its subsidiaries, and third parties only to the extent compliant with laws or agreed by you in writing. However, in order to conform to laws or regulations or investigations by government authorities, the company is under a duty to disclose your personal information to competent authorities, tax authorities, courts, judicial authorities and other authorities which under the law possess the right of investigation, insofar as such information is within the scope required by laws and regulations.  
※Existing subsidiaries of E.SUN Financial Holding Company currently include:
  - E.SUN Commercial Bank Co., Ltd.
  - E.SUN Securities Co., Ltd.
  - E.SUN Ventures Ltd.
- VII. **Methods of customer information change**  
Should you require a change of personal information, you may inform E.SUN Financial Holding Company or through the various branches of its subsidiaries. Once we have confirmed and updated your information, we may continue to offer you with our comprehensive range of products and services.
- VIII. **Methods of withdrawal from joint marketing program by customers**  
You may, at any time, stop your personal information from being used for joint marketing by notifying E.SUN Financial Holding Company as well as service centers of subsidiary branches in writing, or using other means in line with the operating rules of the company. The company's subsidiaries will tend to your instructions immediately.
- IX. **Use of Internet tracking tools**  
When you visit or use our website or mobile application (app), our website and app will record your visit or track your usage. This is for purposes such as to provide you with better customized services, to facilitate your participation in customized interactive activities and to enable the Bank to manage the use of the bank's website (including but not limited to analyzing the number of visitors, website traffic, user distribution, interest in products/services, online activity behavior, and modes of use), improve the service quality of the bank's website, provide customized information or advertisements that meet your needs or interests, and track their effectiveness. Some of the data and visitors' personalized settings will be recorded, accessed and gathered by the bank itself or through partners (such as Google Analytics) using cookies or other similar technological tools. Online behavior data include the information generated from online behavior when you visit the Bank's website, other websites or social media platforms (whether connected with this website or not) (including but not limited to your IP address, cookie ID and cookie contents, unique identification codes, domain names, device information, usage time, browser type, language settings, geographic location, operating system, server record, webpage search/browse/click record, modes of use, and information or labels and other similar data obtained by partner companies in their own name by analyzing and collating the above-mentioned data). However, all visitor data are anonymous, and do not involve personal contact information. Nonetheless, please be reminded that when you visit or browse other websites and social platforms, the website may collect your data, and you will be bound by the privacy protection policies of these other websites. If you wish to discontinue the use of cookies or other similar technology tools, you can do so at any time by changing the settings of your browser, installation program, or device. If you choose to deny cookies or other similar technology tools, you might not be able to use some customized services of our website or app, or participate in some online activities.  
The Bank will never sell, exchange, lease or disclose in any way your personal profile to other groups or individuals. However, under the following circumstances, and in compliance with laws and regulations, the bank will provide your personal profile collected on the bank's website to a third party: when it is with your prior consent or authorization; when required by judicial units, financial regulators or other

competent authorities through legal and formal procedures; in order to provide you with services or special offers, when we need to share your data with a third party providing the services or special offers, the Bank will provide a full explanation and notice during the promotion, and you may freely choose whether to accept the services or special offers; and other situations as expressly stipulated by laws and regulations.

**Other**

This declaration of confidentiality has been in effect since January 28, 2002. However, in order to accommodate the ever-changing environment, regulations and technologies, the company shall reserve the right to amend this declaration whenever deemed necessary for the purpose of offering better protections over customers' information. Any amendments made shall be notified to customers as soon as possible by publishing onto the web sites of E.SUN Financial Holding Company and subsidiaries. Any future additions or changes to the list of subsidiaries shall be disclosed on the websites of E.SUN Financial Holding Company and its subsidiaries.

## Mandatory Disclosure Regarding Use of Personal Data by E.SUN Bank (2024.05 Version)

Mandatory disclosure regarding use of personal data by E.SUN Commercial Bank Co., Ltd. ("Bank"): Due to the fact that gathering personal information involves risking your privacy, the Bank is bound by Article 8, Paragraph 1 and Article 9, Paragraph 1 of the Personal Data Protection Act (PDPA) to inform you of the following: (1) Name of the non-government institution that will be collecting your information; (2) Purposes for collecting information; (3) Types of personal information collected; (4) Source of personal information; (5) The time, place, subject, and method of which personal information is used; (6) Information owner's rights vested under Article 3 of PDPA; and (7) Impacts to information owner's interests when opting not to provide personal information.

### I. Purpose of collection:

#### (I) Common purposes:

040 Marketing (includes cross-selling and joint marketing in a financial group); 059 Information gathering, processing and uses required by law on financial service providers for supervisory purpose, crime prevention and criminal investigation (including but not limited to implementing anti-money laundering operations and facilitating global counter terrorism investigations); 060 Resolution of financial disputes; 061 Financial supervision, governance and inspection; 063 Information gathering, processing and uses required by law on non-government institutions; 069 Management of contracts, contract-like arrangements or legal relations; 090 Consumer/Customer management and service; 091 Consumer protection; 098 Commercial and technical information; 104 Account management and debt transactions; 129 Accounting and related services; 135 Information/Communication services; 136 Information, communication and database management; 137 Information/Communication security and management; 148 Online shopping and other e-commerce services; 152 Advertisement or commercial behavior administration; 157 Survey, statistics and analysis; 177 Other financial management; 182 Other consultancy services.

#### (II) Service specific purposes:

##### Deposits:

022 Foreign currencies; 036 Deposits and remittance; 067 Credit card, cash card, debit card and stored value card; 082 Combined management of loan and deposit accounts; 104 Account management and debt transactions; 106 Credit; 111 Notes; 112 Check clearance; 160 Certificate management; 181 Other registered services or services specified in the Memorandum of Association.

##### Loans:

022 Foreign currencies; 067 Credit card, cash card, debit card and stored value card; 082 Combined management of loan and deposit accounts; 088 Loan approval and disbursement; 106 Credit (including post-lending management); 111 Notes; 126 Debt discount and purchase business; 154 Credit assessment; 181 Other registered services or services specified in the Memorandum of Association.

##### Credit cards:

001 Life and health insurance; 022 Foreign currencies; 067 Credit card (including supplementary features), cash card, debit card and stored value card; 082 Combined management of loan and deposit accounts; 088 Loan approval and disbursement; 093 Property insurance; 106 Credit; 127 Fundraising (including fundraising for charities); 154 Credit assessment; 160 Certificate management; 181 Other registered services or services specified in the Memorandum of Association.

##### Foreign exchange:

022 Foreign currencies; 036 Deposit and remittance; 082 Combined management of loan and deposit accounts; 088 Loan approval and disbursement; 106 Credit; 154 Credit assessment; 181 Other registered services or services specified in the Memorandum of Association.

##### Wealth Management Services:

001 Life and health insurance; 022 Foreign currencies; 036 Deposits and remittance; 044 Investment management; 065 Insurance brokerage, agency, and notarization; 068 Trust; 082 Combined management of loan and deposit accounts; 093 Property Insurance; 094 Property Management; 166 Securities, futures, securities investment trust and consulting services; 181 Other registered services or services specified in the Memorandum of Association.

##### Financing:

022 Foreign currencies; 036 Deposits and remittance; 044 Investment management; 068 Trust; 082 Combined management of loan and deposit accounts; 094 Property management; 111 Notes; 166 Securities, futures, securities investment trust and consulting services; 181 Other registered services or services specified in the Memorandum of Association.

##### Electronic payment service providers:

022 Foreign currencies; 036 Deposits and remittance; 044 Investment management; 067 Credit card, cash card, debit card and stored value card; 068 Trust; 082 Combined management of loan and deposit accounts; 088 Loan approval and disbursement; 094 Property management; 106 Credit; 112 Check clearance 166 Securities, futures, securities investment trust and consulting services; 181 Other registered services or services specified in the Memorandum of Association.

Other registered services or services specified in the Memorandum of Association or approved by the authority (e.g. safety deposit box, Gold Investment, electronic banking, automatic payment, joint marketing and promotion...)

### II. Types of personal information:

Name, national ID number, passport number, gender, date of birth, contact information, image, voice, biometric (including but not limited to portrait, fingerprint, etc.), information about specific standard information for accessing the website, app, or social media (for example: IP address, cookie ID and cookie contents, unique identification codes, mobile device identification, domain names, device information, usage time, browser type, language settings, geographic location, operating system, server record, webpage search/browse/click record, modes of use, and information or labels and other similar data obtained by partner companies in their own name by analyzing and collating the above-mentioned data), and information such as the contents of relevant business applications or contracts. The information from the relevant business, account or service relationship between the Bank and customers or between the customer and a third party (such as the Joint Credit Information Center, Taiwan Insurance Institute, etc.) shall be deemed the most accurate version of the information.

### III. Source of personal information

The Bank collects personal information directly from customers, information disclosed by customers themselves, or other legally publicized sources. The Bank may also legally collect information from third parties, including its parent company or other subsidiaries within the financial holding company, companies collaborating with the Bank to promote business, co-branded credit card/affinity group with the Bank, and partners in collaboration.

### IV. Time of use of personal information

(I) For the entire duration needed to serve the underlying purposes.

(II) For the entire duration required by law (such as the Business Entity Accounting Act), or specified in contracts, or as deemed necessary to perform service activities.(whichever is longer)

### V. Subject, place, and method of use of personal information

#### (I) Subject:

The Bank (including other institutions commissioned to perform services); institutions that are permitted by law to make use of such information (e.g. the Bank's parent company, financial holding company or any affiliated subsidiaries); other institutions that perform relevant services (e.g. correspondence banks, Joint Credit Information Center, National Credit Card Center, Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantors, credit card organizations, acquirers and merchants), competent authority according to law or financial supervision authority, recipients agreed by customers (such as:

the Bank's joint marketing partners, shared users of customers' information and promotional partners of the Bank), social media or software service providers used by the Bank (for example: Facebook, LINE, Google, Yahoo, YouTube, etc), government agencies of USA and authorities at home and abroad (for example : financial supervisory authority or tax authority, etc.)

(II) **Place:**  
Any place, local or foreign, where any of the above subjects are located.

(III) **Method:**  
Information is to be used in both automated and non-automated means that comply with the Personal Data Protection Act.

**VI. Information owner's rights and ways to exercise them:**

Pursuant to Article 3 of PDPA, you may exercise the following rights over your own information held by the Bank:

- (I) Except for the circumstances described in Article 10 of PDPA, the right to inquire, review or obtain duplicate copies of information held, for which the Bank is permitted under Article 14 of PDPA to collect a small fee to cover its costs.
- (II) The right to supplement or rectify personal information held by the Bank. However, Article 19 of the Implementation Rules of the Personal Data Protection Act requires you to state reasons and facts.
- (III) The right to stop the Bank from collecting personal information according to Article 11, Paragraph 4 of PDPA in the event that the Bank is found to have violated PDPA while collecting, processing or using your personal information.
- (IV) The right to stop the Bank from processing, using, or limited processing of your personal information according to Article 11, Paragraph 2 of PDPA, should you have doubts toward the correctness of information held by the Bank. This excludes situations where you have consented in writing or situations where the Bank is required to continue its use of the information as part of its business activities, provided that the area of dispute has been remarked clearly.
- (V) The right to stop the Bank from processing, using, or limited processing of your personal information, and to have personal information deleted from the Bank's database according to Article 11, Paragraph 3 of PDPA, when the purpose for which information was collected no longer exists or when the duration expires. This excludes situations where you have consented in writing or situations where the Bank is required to continue its use of the information as part of its business activities.
- (VI) The right to have the Bank restrict the automatic decision making of your personal information or inquire the logic involved in automatic decision making and the potential major consequences. (applies only to data subjects within the EU)
- (VII) The right to have the Bank take out or transfer your personal information. (applies only to data subjects within the EU)
- (VIII) The right to stop the Bank from marketing your personal information.
- (IX) The right to have the Bank withdraw your consent to the personal information declaration. (applies only to data subjects within the EU)
- (X) The right to lodge a complaint with a supervisory authority if you believe your data protection rights have been infringed by the Bank.
- (XI) The right to have the Bank withdraw or rectify your consent to your personal information provided for Digital Identity Authentication through channels such as the Bank's domestic place of business, Personal Internet Banking or Mobile Banking.

**VII. Other:**

- (I) If you wish to exercise the abovementioned rights vested by Article 3 of the Personal Data Protection Act and the Personal Information Management System (PIMS) adopted by the British Standards Institution (BSI) or inquire on ways you may exercise these rights or the filing procedures, please call customer service (0800-30-1313, 02-21821313) or inquire business units during business hours.
- (II) You are free to choose whether to provide personal information and the types of information to provide to the Bank. However, if you refuse to provide information that is necessary for due diligence or operational purposes, the Bank may not be able to offer better services or at all. We seek your understanding in this matter.

## Chapter 1 General Terms and Conditions (2025.04 Version)

Unless otherwise specified as special clauses, the general terms and conditions shall apply to all services included in this agreement and any services introduced in the future:

### Article 1 (Account opening criteria and method)

- I. The Principal shall comply with the Name Act when providing names in the account application form. Entities such as businesses, companies, and non-profit organizations shall provide the name of the representative. The account opening application must be supported with two forms of proof of identity along with other documents prompted by the Bank, and in the meantime comply with the relevant laws.
- II. Underage persons may not open check deposit accounts. Underage persons who wish to open accounts other than a check deposit account may do so with the written consent of the legal representative. Meanwhile, the legal representative shall also agree to the terms of this agreement, and to the uses of information described in Article 11 of this chapter.
- III. Foreign applicants are bound to comply with the laws and instructions given by the authority of Taiwan when opening accounts.
- IV. The Bank may specify minimum deposits to be placed for different account types upon opening. The Bank may adjust the level of minimum deposits for various accounts on a later date if deemed necessary.
- V. If the Principal does not collect passbook within 3 months after the application date, the bank may void passbook at its discretion. However, the Principal is still able to make another application if required.

### Article 2 (Authorized seal)

- I. The Bank will process payments and any account-related matters for the Principal's account according to the instructions specified in the account opening application and upon presentation of the authorized seal pattern stamped on the seal specimen card at the time the account is opened. Anyone who uses the authorized seal to withdraw (remit) or apply, change, suspend the relevant service mentioned in this General Account for Account Opening shall be regarded as the agent of the Principal.
- II. The authorized seal must not be made of materials that are easily worn out (such as rubber). If the Bank is unable to identify the seal due to deterioration or wear of the authorized seal, the Principal understands and agrees that your bank suspend the account transactions, and the Principal agrees to replace the authorized seal as soon as possible.
- III. Unless elsewhere agreed or stipulated by law, the original authorized seal shall be used as proof for all business dealings between the Principal and the Bank.

### Article 3 (Interbank payment and collection)

The Principal will be immediately able to use interbank payment and collection services once an account is opened (except for escrow accounts). Contents of such services are subject to the Bank's policies, and total amounts withdrawn through the interbanks may not exceed the Bank's daily limits.

### Article 4 (Change of customer information and original authorized seal)

- I. The Principal is required to notify the Bank in writing or using other agreed methods if there are any changes to the information maintained by the Bank. To change the original authorized seal, however, the Principal must do so in person at the Bank.
- II. The Principal understands and guarantees that the email address reserved in the Bank is indeed for his/her own use. The Principal agrees that in order to protect the rights of the Principal, the Bank may check whether the aforementioned email address is the same as the email address agreed to be retained by others in the Bank. If the email address reserved by the Principal is the same as the email address agreed to be retained by others in the Bank, the Principal agrees that the Bank can confirm with the Principal the reason of the same email address.
- III. The Principal agrees to cooperate and must complete the Bank's email address verification mechanism (such as entering the OTP verification code sent by the Bank, or clicking the email verification link sent by the Bank) to complete the retention and change of the email address. If the Principal fails to complete the above verification mechanism within a certain period of time, the Principal shall apply for retention or modification again.
- IV. The customer is required to report to the Bank immediately if the seal has been lost or damaged. The Principal will be solely responsible for any loss of deposits or commitments made without the Principal's knowledge before the time the seal is reported lost.

- V. The new authorized seal style changed by the Principal should avoid the same as the old authorized seal. If the new authorized seal changed is similar to the old authorized seal, upon being reminded by the Bank, the Principal agrees to cooperate with the renewal of the new authorized seal to avoid similarity.

**Article 5 (Fees and debiting)**

- I. By signing this agreement, the Principal shall authorize the Bank to collect any amount payable by the Principal, including loan principals, interests, penalties, commissions, account management fees, postage, cable charges, acceptance charges, discount interest, commitment charges, returned check penalties, annulment charges, returned check fees etc, directly from the Principal's deposit account without prior notice.
- II. Where automatic payments have been arranged on the account, the Principal shall agree without objections to the order of debit arranged by the Bank's system.
- III. The Bank may collect fees from the Principal for issuing proofs on transactions or deposit balances, or for any other chargeable services rendered. The Bank must disclose its chargeable services publicly in its place of business. The Bank may adjust its fees as deemed necessary without notifying the Principal in a separate notice. Except for changes that are in favor of the Principal, the Bank must announce all adjustments publicly at least 60 days before taking effect.

**Article 6 (Payment)**

Payment of fees using automated equipment (e.g. phone/Internet banking, ATM, WebATM etc) is limited only to categories that are acceptable by the Bank. The Principal shall also agree to make fee payments according to the methods arranged between the Bank and the service provider.

**Article 7 (Custody of passbook, original authorized seal, password, certificates and ATM card)**

The Principal is responsible for keeping custody of the passbook, original authorized seal, password, certificates, and ATM card. Any misplacement, theft or loss of possession of the above must be reported to the Bank immediately. Until losses of the above items are reported to the Bank, the Bank will not be liable for any misuses of the Principal's authentic seal, passbook, password, or certificate that it is genuinely unaware of. In such cases, the Principal will still be responsible for the transactions initiated.

If the Principal lost the Important documents in the Bank and does not collect the lost Important documents within 3 months after the custody date, the bank may void Important documents at its discretion. However, the Principal is still able to make another application if required.

**Article 8 (Foreign currency declaration)**

- I. The Principal is required to complete a "Declaration Statement of Foreign Exchange" for any transaction made under this agreement that involves currency exchanges subject to declare to the Central Bank. The Principal shall be solely responsible if the declared foreign currency transaction has been rejected due to legal restrictions, government policies, or its lack of foreign currency quota.
- II. The Bank has no obligation to inquire about the Principal's available foreign currency quota. However, the Bank may reject the transaction request if it becomes aware that the Principal has exceeded its foreign currency quota; in which case, any foreign currencies that have already been exchanged in excess of the quota shall be reversed in methods deemed appropriate by the Bank.
- III. The Principal hereby declares its compliance with laws and government policies for any purchase and sale of foreign exchange and agrees to indemnify the Bank for any losses caused.

**Article 9 (Inward remittance in foreign currency)**

- I. Upon receiving a foreign currency inward remittance instruction, the Bank may proceed to credit the Principal's account as instructed without the Principal having to specify an English name for the account or acknowledge the inward remittance instruction, if (1) the English name and number of the payee account contained in the remittance instruction matches the Principal's account details; or (2) the payee's information matches the Principal's English name registered at the Bureau of Foreign Trade, Ministry of Economic Affairs. The Principal will be deemed to have received the remittance once it has been credited into the payee's account, and the Principal may not claim otherwise on the grounds that the inward remittance instruction was not signed by or advised to the Principal. If the Principal's account is credited twice, the Principal shall immediately return the amount after receiving notice from the Bank.
- II. For inward remittance in foreign currency, the account designated on the notice is directly credited. If the foreign currency inward remittance instruction is to credit the payee's account in TWD, the Principal agrees that the Bank may first verify the nature of the remittance, then convert the foreign currency into TWD using the spot exchange rate of the currency announced by the Bank, and then directly credit the account specified in the inward remittance instruction. If a single transaction or cumulative transaction in a single day reaches the equivalent of NTS500,000 (inclusive), the Principal must fill out a Declaration Statement of Foreign Exchange. The Principal shall be solely liable for any losses and disputes due to exchange rate changes.
- III. The Bank may request the Principal provide relevant documents and cooperate with related affairs required for inward remittance proceeds review procedures. The Principal hereby authorizes the Bank to collect any transaction charges from the inward remittance proceeds, or from the Principal's deposit account held in the Bank.
- IV. Where the foreign currency inward remittance involves sanctioned parties, terrorists, or terrorist organizations identified or investigated by the R.O.C government, foreign governments, or by international anti-money laundering organizations. The Bank determines there is insufficient information for paying the inward remittance proceeds or suspects an abnormal transaction (including but not limited to suspecting involvement in illegal activities, suspected money laundering, terrorist financing activities, high risk regions, or cases involving violations of the law that are reported by the media), the Principal must cooperate with the Bank by providing information that is necessary for the review or explain the nature and purpose of the transaction or the source of funds. If the Principal does not cooperate or provide a reasonable explanation, the Bank may temporarily suspend or reject the transaction or business relationship.

**Article 10 (SMS password)**

- I. SMS password is a one-time password issued by the system by way of short messaging service (SMS) to the Principal's specified mobile phone with respect to specific transaction or setting service, thus ensuring security of the Principal's electronic transaction. If the Principal possesses the Bank's credit card, the card holder's mobile phone number (including the final notification information) retained by the Bank shall be that to which SMS password will be sent with regard to identity verification during electronic transaction involving the credit card (including application for services).
- II. The Principal can set only one mobile phone number for receiving SMS. If an incorrect SMS password is entered on 3 occasions cumulatively, it will be rendered invalid. If an incorrect SMS password is entered on 5 occasions cumulatively, the SMS password function will be withdrawn.
- III. The Principal agrees that leaving its mobile phone number at the time of opening of account is tantamount to an application for SMS password service. The Principal further understands that the SMS password serves as identity verification for electronic transactions/applications, and that if there is any change to such number it shall immediately inform the Bank. The Principal agrees that the Bank can automatically update its mobile phone number registered with it. If the Principal has given its mobile phone to the Bank for automatic withdrawal/deposit account, it shall update its mobile number should there be any change to such number.
- IV. The Principal shall be responsible for safe custody of its mobile phone and SMS password. It shall be solely responsible for all consequences if it lends, transfers or pledges its mobile phone. In the event of loss, destruction or other misappropriation of the mobile phone, the Principal shall immediately notify the Bank for registration of loss (including 'suspension' or 'termination'). It shall be deemed to have personally undertaken transactions processed by the Bank if it fails to immediately process loss registration with the Bank. The Bank shall be solely responsible for all consequences if it fails to exercise due care and diligence with respect to its management of IT system or for other reasons that are attributable to it such that the Principal's SMS password is being fraudulently used or stolen.

**Article 11 (Use, disclosure and outsourcing of the Principal's information)**

- I. The Principal agrees that: The Bank may provide the Principal's credit-related information such as check deposit account opening date, share capital, revenues, returned check history, payment cancellation history, and blacklisting status at Taiwan Clearing House for inquiry and filing by other financial institutions, the Joint Credit Information Center, credit assessment agencies, or government institutions to the extent permitted by law.
- II. The Principal/Principal's agent/Principal's representative/Principal's legal representative agrees for the Bank, the Joint Credit Information Center, Taiwan Clearing House, National Credit Card Center, Financial Information Service Co., Ltd. and other financial institutions or banking related institutions (local or foreign) to gather, process (and outsource processing) and make use of personal information of the Principal/Principal's agent/Principal's representative/Principal's legal representative. The Bank may also provide the Principal's personal information to be gathered,

processed and used by the above institutions. The Bank can make the Principal's information accessible by others, or provide them to agencies that the Bank has outsourced its operations, within the extent permissible by law and the authority.

- III. Agree on the use of transferred account information
- (I) The Principal agrees that within the scope of specific purposes such as preventing fraud and preventing money laundering, the Bank may collect, process or use the "Transfer Account Number and the account is set to "The agreed number of transfers to the account", account status (including but not limited to alert accounts, derivative control accounts, etc.); the principal also agrees that Financial Information Co., Ltd. may collect, Process or use personal data.
  - (II) The Principal agrees that within the scope of specific purposes such as preventing fraud and money laundering, the Bank may collect, process or use the "account number and the number of times the account has been transferred to the account" that the Principal has opened with the Bank., account status (including but not limited to alert accounts, derivative control accounts, etc.), and agree to provide personal information to those who submit "the pre-application account is the agreed transfer account" within the scope of setting up the agreed transfer account. Financial institutions; the Principal also agrees that Financial Information Service Co., Ltd. may collect, process or use personal information within the scope of the exchange of financial information between financial institutions.
- IV. The Principal agrees that the Bank may provide the Principal's banking history to the following parties:
- (I) Receivers of the Bank's assets and liabilities.
  - (II) Financial supervisory authorities, judicial authorities or other government agencies that have authority over the Bank, the Bank's head office or branches.
- V. The Principal agrees for the Bank to engage other third parties to handle transactions and various operations between the Principal and the Bank. In the meantime, the Bank may disclose the Principal's banking history to the engaged third parties and authorize them to make use within the extent of the outsourcing arrangement.
- VI. The Principal understands that, pursuant to Article 43, Paragraph 2 of the Financial Holding Company Act, the Bank may provide the Principal's name and address (including e-mail) to subsidiaries of E.SUN FHC (current subsidiaries include E.SUN Commercial Bank Co., Ltd. and E.SUN Securities Co., Ltd.). The Principal may submit a written request at the counter of any branch, call the customer service hotline 0800-30-1313 or (02)2182-1313 ext. 20, or use a simplified procedure approved by the Bank for the Bank to cease the use of the personal information above.
- VII. The Principal agrees that the Bank may provide its account information to service institutions with respect to the latter's processing of salary remittance.
- VIII. All basic information registered by the Principal with the Bank (including name, nationality, place of birth, date of birth, identity card number, non-ROC taxpayer's identity, correspondence address, telephone and e-mail, etc.) or basic information on legal entity (including company name, uniform code, correspondence address and whether the company's place of registration is in the U.S. or other countries etc.) shall be pursuant to that stated in the Account-Opening Application Form or other agreed application mode. The Principal further confirms that all information provided by it is correct and free of errors, and agrees that the Bank may automatically update all relevant information. It further agrees that the Bank may notify it with respect to all transactions other business operations relating to its account through correspondence mode provided by it to the Bank.
- IX. If the information or documentary contents provided by the Principal are inaccurate, incomplete or not the latest information or have undergone changes, such that the Bank is unable to use it for the purpose of assessing compliance with applicable regulations, the Principal agrees that the Bank may deem its account to be uncooperative account, based on which it can terminate the agreement or make deductions in order to ensure the Bank's compliance with regulations. The aforesaid applicable regulations shall include without limitation: Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (CRS), U.S. tax laws [including the Foreign Account Tax Compliance Act (FATCA)], foreign financial institution agreement (FFI Agreement), or other pacts entered with or regulations issued by the place of jurisdiction for the compliance of such laws.

#### **Article 12 (Set off)**

- I. The Bank may terminate all deposits along with other arrangements made under the agreement in the event that any of the Principal's debt obligations to the Bank matures or is deemed matured but unpaid, or in the event of default outlined in the loan agreement, or if the Principal is involved in illegal activities or suspected money-laundering transactions, or in any circumstances where the Bank is entitled to exercise its right of set off. In which case, the Bank may proceed by giving the Principal an upfront or immediate notice (without the Principal's consent). When the above situation occurs, the Bank shall have the right to dispose deposits held under the Principal's account and use them to set off legitimate claims made by other customers against the Bank, or to set off the Principal's debt obligations owed to the Bank. Any certificate of deposit or entitlement of any kind that the Bank had previously issued to the Principal shall be voided once the Bank has exercised its rights to set off. Furthermore, the Bank shall have discretion over the priority of the set off.
- II. When the Principal's deposit and debt at the Bank are denominated in different currencies, the median exchange rate posted by the Bank on the day of the off-set will be used to convert the foreign currency into TWD for the Principal to exercise the right to off-set.

#### **Article 13 (Events of default)**

Any of the following occurrences is construed as an event of default:

- I. Failure by the Principal in repaying loans owed to the Bank under this agreement or any other agreements.
- II. The Principal becomes insolvent, or resolves to settle debt obligations according to The Bankruptcy Act, or has declared bankruptcy, undergone restructuring, been blacklisted by Taiwan Clearing House, ceased operations or undergone liquidation.
- III. The Principal is unable to provide additional collateral as required by this agreement, or when there is a change in law or legal interpretation that renders the Bank's finances to the Principal prone to legal breaches, for which the Principal is unable to repay or provide alternative security as the Bank has requested.
- IV. In the event of the Principal's death, the inheritor refuses to inherit or inherits only part of the debt obligation.
- V. The Principal becomes unable to act under own will, and no legal representative or guardian has been appointed to act on behalf.
- VI. The Principal fails to make prompt payments to any interests, charges or owed amounts (other than loan principal) under this agreement or any other agreements, and is unable to rectify within the period notified by the Bank.
- VII. The pledged collateral have impaired or devalued to the level that no longer suffice to cover the Bank's debt entitlements, or that the Principal's properties are forcedly executed or subjected to provisional seizure to the extent that the Bank may be unable to recover its debts.
- VIII. The Principal fails to fulfill obligations under this agreement or violates terms of the agreement.
- IX. The Principal uses accounts or services offered under this agreement for illegal, inappropriate, or unusual transactions or other similar purposes.
- X. The Principal exercises rights or fulfills obligations of this agreement in manners that are considered dishonest or lack in good faith.

#### **Article 14 (Announcements and amendments of the agreement)**

Unless otherwise specified in the agreement, the Bank's announcements can be made by publishing onto the "Announcement" / "Statutory Disclosures" section of its website. The Bank may amend the terms of the agreement at any time to accommodate future changes in laws, interpretations of the Central Bank, the authorities and the Bankers Association, the products offered, operations, or when deemed necessary by the Bank. The Bank may notify the Principal of any changes made in the future by placing pamphlets at the Bank's business lobby or disclose them in the "Announcement" / "Statutory Disclosures" section of its website instead of serving individual notices. Should the Principal disagree with the Bank's amendments, the Principal must take initiative to terminate account relationships and this agreement within the timeframe specified by the Bank.

#### **Article 15 (Comprehensive statement)**

- I. The comprehensive statement is provided by the Bank according to laws and regulations, contractual agreements, or based on risk management, etc., the comprehensive statement will be sent to the Principal in the manner agreed upon between the Principal and the Bank. The comprehensive statement content include about deposits, loans, specific money trusts, insurance(In-force life insurance policies applied through the Bank, including suspended life policies. Excluding general insurance, travel insurance, group insurance, telemarketing insurance, online insurance, or policies without signed Customer Data Consent Form) and other scopes to be covered by the agreement between the Principal and the Bank.
- II. There are two ways for the Bank to send the comprehensive statement: sending the paper comprehensive statement by correspondence address and sending the electronic comprehensive statement by email or text message (text message not applicable to non-personal accounts). The Principal may choose one to apply to the Bank, and the Bank will follow the latest delivery method of comprehensive statement agreement of the Principal with the Bank and apply the first item above to the Principal's business dealings with the Bank.

- III. The Principal may apply to the Bank at any time to change the method of sending the comprehensive statement and the mailing address, email address or mobile phone number. And it will take effect in the next month of the comprehensive statement.
- IV. The method of sending the comprehensive statement is to send the paper comprehensive statement by ordinary mail, the Bank will send the paper comprehensive statement according to the latest "correspondence address" agreed by the Principal to apply for any business (including, but not limited to, deposits or credit cards, etc.). If the bank is not notified of the change of correspondence address or due to other reasons that are not attributable to the Bank, and the paper comprehensive statement is returned, the bank will send a return notification to the Principal's latest mobile phone number, and the bank will stop sending paper comprehensive statements. And continue to send the return notification to the mobile phone when the paper comprehensive statement should be sent in the next period, until the Principal update the correspondence address or the Principal confirm with the bank that the correspondence address is correct, the return notification will not be sent and the paper comprehensive statement will resume sending.
- V. The method of sending the comprehensive statement is to send the electronic statement by e-mail or text message, the Bank will send the electronic comprehensive statement according to the latest e-mail address or mobile phone number agreed by the principal to apply for any business (including but not limited to deposits or credit cards, etc.). Due to an error in your e-mail mailbox, insufficient space in your e-mail mailbox, malfunctions in your e-mail mailbox system, a mobile phone operator's response to an error message, a change in your e-mail address/mobile phone number did not notify the Bank, or other reasons that are not attributable to the Bank, the Bank cannot succeed sending the electronic comprehensive statement to the e-mail address or mobile phone number agreed by the Principal, the Bank will send a return notification (the return notification of email comprehensive statement will be notified by text message to the Principal's latest mobile phone, and the return notification of text message comprehensive statement will be sent to the latest e-mail). And continue to send the return notification to the mobile phone/email when the electronic comprehensive statement should be sent in the next period, until the Principal update the email address/mobile phone number or the Principal excludes the reason for the failure of the delivery, the return notification will not be sent.
- VI. The Bank sends a comprehensive statement to the Principal in accordance with the second, fourth, and fifth items above. The Principal understands and agrees that in order to ensure the rights and interests of the Principal, the Bank may proactively notify the relevant rights in writing, telephone, text (voice), e-mail, push notifications or other appropriate methods.
- VII. If the Principal does not receive the comprehensive statement, the Principal should respond to the Bank immediately or go to Personal Internet Banking or Mobile Banking to check the comprehensive statement within the past twelve months last comprehensive statement, or request a reissue within three months last consolidated statement from the Bank. If more than three months, the Principal must go to the Bank counter to apply for the reconciliation details of each business.
- VIII. The Principal can modify the delivery method of comprehensive statement via the Bank official website, Personal Internet Banking, Mobile Banking, Customer Service Center(Customer Service Hot Lines : 0800-30-1313), or the counter of any branch. And it will take effect in the next period of the comprehensive statement.
- IX. The Principal shall check the contents after receiving the comprehensive statement. If the depositor considers that there is any error in the transaction content contained in the comprehensive statement, the Principal shall notify the Bank in writing within 45 days from the date of receipt of the statement. Those who have not filed an objection within the time limit, the Bank is not accountable for such mistakes.
- X. The Bank may engage a third party to prepare and send comprehensive statements according to the law. For any of the following circumstances, the bank may temporarily suspend comprehensive statement service and take necessary response measures. The Bank should repair it as soon as possible to ensure that the rights and interests of the Principal are not affected.
  - (I) The Bank or the cooperative manufacturer of the Bank has an unexpected sudden malfunctions of the electronic communication device or information software/hardware device.
  - (II) Force majeure factors such as a natural disaster.
- XI. Any loss or damage of the depositor caused by using the electronic comprehensive statement service shall not be liable for compensation except for the causes attributable to the bank.
- XII. Unless elsewhere agreed, this agreement of Comprehensive statement shall prevail.

**Article 16 (Electronic Device Signature and Electronic Document Agreement)**

- I. The Principal agrees to use the electronic device (including but not limited to iPad, electronic tablet, and other electronic device with electronic touch panel) provided by the Bank to sign relevant bank documents. The Principal agrees that the electronic signature is equally effective as a personal signature, the electronic document is equally effective as a paper document, and the electronic document can be use as original form of a contract with the same legally validity as the paper document signed by the Principal. The service and transaction provided by the Bank currently and in the future shall be applicable for the electronic document. However, when the authorized seal is required, it should still be retained in the relevant documents provided by the Bank.
- II. The Principal understood that the Bank has the right to change the electronic device signature service and the category of the applicable documents due to law and regulation, risk management, and other considerations.
- III. After the Bank notify the Principal in accordance with the Personal Data Protection Act, the Principal understands and agrees the Bank to gather, process, make use of, and transmit the Principal's photos and videos according to the purposes and regulations listed in the "Mandatory Disclosure Regarding Use of Personal Data by E.SUN Bank" in the General Agreement for Account Opening posted on the website.

**Article 17 (Interest-accruing balance for demand deposits)**

**The Principal's demand deposit account shall accrue interests only if the balance has reached a minimum of NT\$10,000. The interest-accruing balance of foreign currency deposit accounts shall be according to the Bank's announcement for minimum deposit amount of each currency. The Bank may adjust this interest-accruing balance as deemed necessary; except for adjustments that are in favor of the Principal, changes shall be announced over the Bank's website or using other methods at least 60 days before taking effect, for which no separate notices will be served; the Principal shall agree to whatever new changes made by the Bank.**

**Article 18 (Refusal, suspension or termination of business dealings)**

- I. The principal shall not lend the account, passbook, debit card, etc. to others, nor use it for illegal or improper purposes such as money laundering or fraud, or use deception to damage the credit of the Bank. The principal agrees that if there is any suspected improper use of the account (including but not limited to the court, prosecutors and police, the Financial Supervisory Commission, the Ministry of the Interior, the Police Department 165 anti-fraud platform and other government units or related institutions), or the Bank has determined that it is suspected of being used as a capitation account by gangsters, or other illegal or improper uses; or a third party has reported to the Bank, filed or filed with the above-mentioned government units or relevant institutions. Complaints and other supporting documents (including but not limited to third-party report certificates to the police, registration certificates or written complaints, etc.) or are determined to be suspected illegal or illegal according to the classification standards of " Regulations Governing the Deposit Accounts and Suspicious or Unusual Transactions " When the transaction is obviously an abnormal transaction, the Bank may suspend or terminate some or all transactions and services (including but not limited to automatic equipment, debit cards, voice transfers, online transfers and other electronic payment transfers, or cancel "domestic agreed transfers"). account, part or all of the agreed account for foreign remittance, cancel the "Online agreed transfer account" service function, adjust the "online banking transfer limit/voice transfer limit" to return to the initial limit or lower than the initial limit, etc.) and business relationship, or terminate the various service agreement terms under this agreement, or terminate this consumer trust contract and settle the account, and may politely refuse new applications for transactions, services and business relationships from the principal..
- II. Pursuant to the Guidelines Governing Anti-Money Laundering and Combating the Financing of Terrorism by the Banking Sector, when the account is determined to belong to an individual, legal entity or organization subjected to economic sanctions; sanctioned under the Counter-Terrorism Financing Act; or a terrorist or terrorist group identified or investigated by a foreign government or an international anti-money laundering organization, the Bank reject all business transactions or directly close the account. Where the Principal does not cooperate with the Bank's review, or refuses to provide information on the beneficial owner or the person exercising control over the Principal, and other necessary information, or is unwilling to explain the nature and purpose of transaction, or source of funds, the Bank may temporarily suspend the transaction or temporarily suspend or terminate the business relationship.
- III. In accordance with relevant laws and regulations such as the "Money Laundering Control Act" and the " Regulations Governing Anti-Money Laundering of Financial Institutions ", the Bank may conduct a detailed review of the transactions in the business relationship with the principal



to ensure that the transactions conducted are consistent with the principal and its business and risks. If necessary, the Bank may also conduct continuous review of the identity of the principal. If there is any doubt about the authenticity or appropriateness of the principal's information, or if the principal is found to be involved in suspected money laundering or terrorism financing transactions, or when there are major changes in the principal's transactions or account operations that are inconsistent with the principal's business characteristics, the principal agrees that the Bank can reconfirm the identity of the principal and ask the principal to provide relevant supporting information for identity confirmation or transaction; If Principal is unwilling to provide relevant supporting information for identity confirmation or transaction, or there are other abnormal circumstances when establishing a business relationship or transaction, and the principal is unable to provide a reasonable explanation, the Bank may politely refuse to establish a business relationship or transaction.

- IV. If the Principal opens an account for the preparatory office of a company as the representative, but fails to close the account or complete company registration and apply for a corporate account by presenting company registration certificates and authorized seal within the specified period (currently 6 months from the date the account is opened), the Bank may temporarily suspend transactions of the preparatory office's account.
- V. If the Principal's deposit account at the Bank's OBU has a balance of zero and no transactions for one consecutive year, the Bank may notify the Principal in writing/e-mail that the account will be closed if there are still no transactions within two months after the notice is delivered.
- VI. The Principal agrees that if he/she is subjected to guardianship or assistance, he/she and the guardian/assistant will complete the Bank's procedures for verifying the identity of the Principal and guardian/assistant (including but not limited to change of authorized seal and identification information), and that the Bank may refuse business transactions and restrict the use of the account to protect the Principal's rights.

#### **Article 19 (Delivery of correspondence)**

- I. Unless otherwise regulated by laws or agreed by both the Principal and the Bank, any notification or declaration of intention made by the Bank based on the Agreement shall be made in writing or other agreed form. The Principal may request the Bank to send notifications or declarations of intention in e-mail or other forms of electronic documents to the Principal's e-mail address or mobile phone number. The mailing address/e-mail address/mobile phone number shall be the latest one provided by the Principal in the Bank.
- II. If the Principal request the Bank to send notifications or declarations of intention in paper, the notifications and declarations of intention which has been sent by the Bank to the latest mailing address provided by the Principal will be deemed to have been delivered to the Principal; If the Principal request the Bank to send notifications or declarations of intention by e-mail or other forms of electronic documents, the notifications and declarations of intention which has been sent by the Bank to the latest e-mail address/mobile phone number provided by the Principal will be deemed to have been delivered to the Principal, and have the same effect as delivered by paper. The Principal shall not claim that the notifications or declarations of intention sent by the Bank is invalid or not constituted due to the failure to comply with the written or signed requirements.
- III. The Principal shall confirm whether the mailing address/e-mail address/mobile phone number provided to the Bank is correct. If the Principal's mailing address/e-mail address/mobile phone number is changed, the Principal shall promptly notify the Bank in writing or in the agreed manner. In order to avoid delays or errors in transmission, the Principal shall agree that the updated mailing address/e-mail address/mobile phone number be the delivery address. If the Principal does not notify the Bank of occurring changes of the mailing address/e-mail address/mobile phone number in writing or in the agreed manner, the Bank will take the latest mailing address/e-mail address/mobile phone number provided by the Principal as the delivery address. The Principal fully understands that the Bank has no responsibility or liability for any direct or indirect loss due to the incorrect information provided by the Principal or the updated information not been delivered proactively by the Principal.

#### **Article 20 (Termination of this agreement)**

- I. **If the Principal is found to have used the deposit account inappropriately or if any event of default specified in Article 13 of this agreement occurs, the Bank may proceed to terminate all dealings with the Principal without further notice.**
- II. Unless otherwise regulated by law, both the Principal and the Bank may terminate this agreement at any time. If the agreement is to be terminated by the Bank, the termination is effected as soon as the Bank issues its termination advice. If the agreement is to be terminated by the Principal, the termination will take effect only when the Principal's notice reaches the Bank. If the Principal fails to fulfill obligations to the Bank according to the terms of this agreement or other agreements, the Bank may terminate the deposit account along with any arrangements associated with it without acknowledgment or consent from the Principal. In which case, the Bank may seize balances from the Principal's account without resolving to normal procedures, and use them to set off any debts that the Principal owes to the Bank (including loan principal, interest, late interest, penalty, fees and loss compensations).

#### **Article 21 (Notice of major changes in rights and obligations)**

Unless otherwise specified in the Agreement, the Bank will notify the Principal of the other changes that significantly influence the Principal's rights and obligations (including but not limited to branch relocation) through the Principal's agreed contact information and method in the Bank (paper/ e-mail/ text messages) before the changes taken effect, and will disclose major changes that effect the Principal's rights and obligations on the "Announcement" / "Statutory Disclosures" section of the Bank's website.

#### **Article 22 (Deposit insurance)**

**The Principal acknowledges that the Bank has obtained deposit insurance coverage in accordance with Regulations governing Deposits and Insurance. Any transactions between the Principal and the Bank that are defined as deposits in the regulation are subject to insurance coverage of Central Deposit Insurance Corporation.**

#### **Article 23 (Merger and acquisition)**

In the event that the Bank merges or acquires another financial institution, the Principal shall agree that any prior agreements and arrangements made with the financial institution will be voided from the date the merger or acquisition is effected, and will be replaced instead by the Bank's policies and terms where deemed appropriate.

#### **Article 24 (Governing law and jurisdiction)**

All transactions and services that occur within the Principal's deposit and trust accounts opened with the Bank, regardless of their types or currencies, are subject to comply with the laws of Taiwan, the legal interpretations, the common financial practice and the terms of this agreement. The place of performance for this agreement shall be the location where the Bank or the account opening branch is domiciled. The Principal agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

#### **Article 25 (Dispute handling)**

**The Principal may dial the Bank's service hotline to resolve any disputes arising from the agreement: (02)2175-1313 ext 8900; or leave a message at (<https://www.esunbank.com/zh-tw/about/services/customer/message-board>).**

#### **Article 26 (Title)**

The various titles of this agreement have been presented for ease of reference, and do not affect the interpretation, description, and comprehension of the clauses under this agreement.

#### **Article 27 (Delivery of this agreement)**

The Bank may deliver a copy of this agreement to the Principal. If the Principal provided an e-mail address, the Bank may send this agreement to the Principal via e-mail.

## **Chapter 2 General Terms and Conditions of Deposits (2024.01 Version)**

The following terms and conditions shall apply to any deposit accounts, unless otherwise specified as special terms and conditions:

#### **Article 1 (Deposit)**

- I. All deposit transactions must be made by presenting a passbook and a deposit slip, or proceed using other agreed methods.
- II. The Principal's account may be deposited with cash, fund transfer, or checks recognized by the Bank. Where deposits are made in cash, the account can only be credited after the cash has been thoroughly counted. Any shortfalls or discrepancies found must be rectified by the Principal on site. The Bank reserves the right to decide the type of cash and checks acceptable in a deposit transaction.
- III. Amounts deposited in checks may be drawn or accrue interests only after the Bank receives proceeds from check clearance. If the check is later returned or gives rise to disputes, the Bank may deduct the amount of check returned from the Principal's account or demand that the Principal place an equivalent amount of deposit in cash, regardless of whether the check in question had been deposited by the Principal or by others in the

first place. If the Bank is unable to contact the Principal due to changes in the Principal's home address or mailing address, the Bank shall not be obligated to secure the Principal's returned check, and nor shall it be liable for any consequences.

#### **Article 2 (Withdrawal)**

- I. All withdrawal transactions must be made by presenting a passbook and a withdrawal slip (for demand deposit accounts), or by issuing checks (for check deposit accounts), or proceed through any other agreed methods.
- II. The Principal can make cash withdrawals over the counter without a passbook, provided that the original authorized seal is presented for the transaction, and is subject to the Bank's approval. The Principal can make cash withdrawals over the counter with a passbook but without the original authorized seal, but is subject to the Bank's approval and a certain limit.
- III. In the event that the Principal's checks are misused by others, the Bank shall not be held liable for payments made against presented checks before a court order is received. In the event that a withdrawal slip or a check is presented for payment with forged signature or authorized seal, the Bank shall not be liable for honoring the withdrawal once it has verified the signature/seal with the duty of care as a prudent manager.

#### **Article 3 (Timing of transaction)**

For TWD/foreign currency demand deposit accounts, the cutoff time for interest accrual is 12a m each day for both loans and deposits. Transactions completed before the cutoff time are treated as current day transactions; those that are completed after the cutoff time are treated as next day transactions. Whether a transaction request is initiated within or after the cut-off time depends on the time at which the bank receives the instruction.

#### **Article 4 (Transaction verification)**

**The Principal agrees to verify transaction results through means such as ATM inquiry, phone banking inquiry, faxed statements, Internet banking, online-printed statements, passbook updates, and electronic messages (missed messages will not be sent again for the same month if it is due to reasons that the Bank is not accountable for).**

#### **Article 5 (Passbook update)**

- I. The Principal agrees that the Bank may calculate the sum of deposits and withdrawals if the number of transactions not yet printed out exceeds 100, and separately list the sums of deposits and withdrawals by currency type. However, the Bank shall store the list of transactions not printed out (i.e., details of each transaction) at the branch where the account was opened, so that the Principal may apply for the transaction records when necessary.
- II. The Principal agrees that the Bank may automatically suspend the passbook update function when the number of transactions not printed out reaches 2,000 or above. The Principal may apply for transaction details and statements at the counter of any branch when necessary. The number of transactions not printed out shall be based on the Bank's announcement.

#### **Article 6 (Corrections of errors)**

If a deposit is credited into the Principal's account by mistake due to errors in the account number or account name, or is due to processing errors of the Bank, Other financial institution, Taiwan Clearing House, Financial Information Service Co., Ltd. etc., the Bank may proceed to recover the deposit from the Principal's account immediately upon discover without prior notice. If the amount has already been drawn, the Principal must return immediately when instructed to do so without delay.

#### **Article 7 (Interest calculation)**

- I. The Principal agrees that the Bank may set the minimum interest-accruing balance for the demand deposit account opened with the Bank. The Principal also agrees to follow the interest calculation rules specified by the Bank.
- II. Interests on TWD deposits are calculated at the Bank's board rate over a 365-day year. Interests are accrued daily (by multiplying the annual interest rate to the current day deposit balance, then divided by 365), rounded to the nearest dollar, and paid one day after June 20 and December 20 each year into the demand deposit account.
- III. Unless otherwise agreed upon, interest accrued by demand and time deposits of HKD, GBP, SGD, ZAR, and THB are calculated at the Bank's board rates divided by 365 days, and by 360 days for other foreign currencies. Interest accrued by demand deposits are calculated on June 20 and December 20 each year, and paid into the Principal's foreign currency demand deposit account on the following day.
- IV. For foreign currency time deposits, interests are accrued at the Bank's board rate (or an agreed interest rate) quoted at the time the deposits are placed. Unless elsewhere agreed, interests are paid either upon the maturity of time deposits into the foreign currency demand account, or rolled over together with the principal.

#### **Article 8 (Withholding tax)**

Income taxes payable by the Principal on deposit interests earned shall be withheld by the Bank, except where exemption is granted by law. If the Principal qualifies for tax exemptions, procedures must be completed properly so that the Bank may cease withholding taxes from the Principal's income.

#### **Article 9 (Bill collection)**

For any negotiable instruments that the Bank collects for the Principal, the balance may be drawn or accrue interests only after the Bank has received the proceeds in full. The Bank shall not be held liable for the errors, negligence or improper handling by other collecting banks that result in the loss of negotiable instruments.

If the collected negotiable instrument becomes stolen, lost or destroyed during transportation, the Principal shall agree to authorize the Bank or the paying bank to report the loss, stop payment, and publicize or annul through court on behalf of the Principal.

#### **Article 10 (Proxy transaction requests)**

- I. The Principal agrees that, for any transaction such as cash withdrawal, fund transfer or remittance performed by someone other than the Principal over the counter, the Bank has the right to verify details of the transaction in ways deemed appropriate, in addition to validating the original specimen. However, the Principal may not hold the Bank responsible for not taking further steps to verify transaction details.
- II. The Bank will process the Principal's cash withdrawals, fund transfers and remittance transactions requested at various branches of the Bank as long as they are presented with the original authorized seal, and treat them as having been authorized by the Principal. The Bank shall not be held liable for any fraudulent withdrawals unless they are due to errors made by the Bank.
- III. The Principal may issue a letter of authorization affixed with the authorized seal at the Bank, and specify the scope of authorization for the agent to handle affairs. However, this does not apply when the Bank is clearly aware or able to determine that the agent does not have authorization.

#### **Article 11 (Suspension of electronic payments)**

- I. In the event that the Bank is notified by the judicial department, prosecutors office, investigative units, law enforcement or Joint Credit Information Center that the Principal's account is used for scams or other criminal activities, the Bank shall have the right to suspend uses of ATM card, phone banking, Internet banking or other electronic payment functions on the account to protect the Principal.
- II. If the principal violates the provisions of Article 15-2, Paragraph 1 of the Money Laundering Control Act and is reprimanded by the police authorities of the relevant municipalities, counties (cities), the Bank shall restrict the opened account is linked to various payment platforms (including electronic payment, third-party payment, mobile payment or open banking TSP operators, etc.) and other similar electronic banking services for payment or transfer services from the principal in accordance with the provisions of the aforementioned laws.

#### **Article 12 (Transfer restrictions)**

With the exception of negotiable certificate of deposit, the Principal may not transfer any deposits held with the Bank to any party without the Bank's prior approval.

## Chapter 3 Terms and Conditions of Combined Deposits (2020.08 Version)

The following terms and conditions shall apply to comprehensive deposit accounts:

### Article 1

- I. The combined deposit account may be used for TWD transactions including demand deposit, savings deposit, time deposit, fixed saving deposit, and pledged loan. To place deposits, withdraw or borrow through the account, the Principal is required to present a passbook and a deposit/withdrawal slip or use other means agreed. The account does not have a loan function, but a written application may be submitted to the Bank in the future.
- II. The combined deposit account may also be used for foreign currency transactions including demand deposit, time deposit and pledged loan. To place deposits, withdraw or pledged borrowing in foreign currency, the Principal is required to present a passbook and a deposit/withdrawal slip or use other means agreed.

### Article 2

Balances placed as demand deposits can only be converted into time deposits. Balances placed as savings deposits can be converted into time deposits or fixed saving deposits. At the time of placement or maturity, the Principal may specify whether to have deposit interest and principal rolled over automatically; however, time deposits with odd tenors or specified maturity dates can not be rolled over automatically.

### Article 3

A minimum sum of NTS10,000 is applicable when converting TWD deposits into time deposits. **Conversion of foreign currency deposits into time deposits are subject to minimum sums that the Bank has announced for various foreign currencies.** All foreign currency time deposits shall be recorded in the Principal's passbook without issuing separate certificates. If the Principal chooses to apply for pledged loans, the Bank will automatically impose a lien on time deposits placed with the Bank, so that the Principal may borrow up to 90% of the time (savings) deposit without the support of a guarantor. Converted time deposits are subject the Bank's policies on interest rates, tenors, and pre-mature withdrawals.

### Article 4

The Principal needs not present the original authorized seal when converting demand/savings deposits into time/fix saving deposits under the account. To terminate time deposits prior to maturity, the Principal shall either complete a payment slip and present it with the original authorized seal, or terminate via Internet banking.

### Article 5

If the Principal chooses to apply for pledged loans, the Bank will automatically maximize its lien over all time/fixed saving deposits placed in this account. In addition, the Bank will also maximize its lien over all foreign currency time deposits the Principal has placed in this account. The Principal shall agree to refrain from transferring or pledging deposits to any third party, irrespective of whether any borrowing has been made against them, and that "Time Deposit Details" printed in the passbook serve as adequate proof for the Principal's possessions, for which the Bank will not issue separate certificates.

### Article 6

Time/fixed saving deposits placed in this account shall have interests and principal converted into time/savings deposits upon maturity. Any roll-over arrangements must be made with the Bank in advance.

### Article 7

- I. In situations where the Principal has applied for TWD pledged loan and made withdrawals or payments that exceed the time/savings deposit balance, the Bank shall honor the Principal's withdrawal or payment by lending up to 90% of all time/fixed saving deposits placed under this account without separate agreement, unless the Principal has specified otherwise to meet the withdrawal/payment by terminating existing time/fixed saving deposits.
- II. In situations where the Principal has applied for foreign currency pledged loan and made foreign currency withdrawals or payments that exceed the deposit balance, the Bank shall honor the Principal's withdrawal or payment by lending up to 90% of time deposits placed under this account in the same currency (however, the lending can not be converted into TWD), unless the Principal has specified otherwise to meet the withdrawal/payment by terminating existing time deposits. Advances made against time deposits are considered loans to the Principal, for which the Bank will not issue separate agreements.
- III. Loans described in the preceding two paragraphs shall have tenors equivalent to the earliest maturities of time/fixed saving deposits held under the account. Where multiple loans have been drawn, repayments shall be made first to loans with the furthest maturities. In the event that the underlying deposit has been rolled over, the remaining loan balance shall also have maturity date adjusted to match time/fixed saving deposits with the earliest maturities.
- IV. Loans shall not mature later than the maturity date of the time deposit against which the loans are made, and are automatically repaid when the Principal places additional deposits into the account or when time deposits are converted into demand deposits upon maturity.
- V. To cancel pledged loans described in Paragraphs 1 and 2 of this Article, the Principal must bring all needed documents and identity proofs to the Bank's counter or use phone/Internet banking or other means agreed.

### Article 8

The Principal agrees that any demand/savings deposits placed and any proceeds from matured or terminated time/fixed saving deposits in this account will be first taken to repay interests and principals borrowed in the preceding Article.

### Article 9

Where the Principal is an interdicted person, the legal representative shall agree and willingly comply with Articles 7 and 8 of the Terms and Conditions of Combined Deposits.

### Article 10

- I. Interests on all types of TWD deposits in this account shall accrue at the Bank's board rate. **For demand deposits, interests shall accrue only for balances above NTS10,000 (the Bank may adjust this interest-accruing balance as deemed necessary; except for adjustments that are in favor of the Principal, changes shall be announced over the Bank's website or using other methods at least 60 days before taking effect, for which no separate notices will be served; the Principal shall agree to whatever new changes made by the Bank).** Loan interests shall be calculated in the same manner as an overdraft. The applicable interest rate is derived by applying a fixed margin on top of the rate applicable to time/fixed saving deposits with the earliest maturities at the time the loan is drawn. Deposit and loan interests shall accrue either on a floating or fixed basis as specified at the time deposits are placed, and may be subject to change according to the Bank's board rates.
- II. **Interests on foreign currency deposits shall accrue at the Bank's board rate. The minimum interest-accruing balance for demand deposits shall be in accordance with the Bank's announcement for minimum deposit amount of each currency type (the Bank may adjust this interest-accruing balance as deemed necessary; except for adjustments that are in favor of the Principal, changes shall be announced over the Bank's website or using other methods at least 60 days before taking effect, for which no separate notices will be served; the Principal shall agree to whatever new changes made by the Bank).** Interests on pledged loans shall accrue in the same manner as an overdraft. The applicable interest rate is derived by applying a margin on the interest rate of the time deposit with the earliest maturity at the time the loan is drawn. Deposit and loan interests shall accrue either on a floating or fixed basis as specified at the time deposits are placed, and may be subject to change according to the Bank's board rates.

### Article 11

Interest on demand/savings deposits shall accrue according to the Bank's policies and paid automatically into the respective demand/savings sub-account. Interests on loans shall accrue in the same manner as overdraft, and are debited from the Principal's demand/savings sub-account at each month-end. If there is no available credit limit to accrue loan interests, the Principal shall settle interest payments on the interest payment date.

### Article 12

In the event that the Bank advances more than the maximum limit stated in Article 7 of the Terms and Conditions of Combined Deposits, a repayment reminder will be served to the Principal. If the Principal fails to repay loan excess within one month after being notified, the Bank may terminate time/fixed saving deposits in this account and use them as repayment sources.

### Article 13

**In the event that the Bank or any party files a litigation against the Principal, or if the Principal becomes subject to a court-ordered provisional seizure, provisional disposition, mandatory execution, bankruptcy declaration, restructuring, business cessation or other legal penalties, the Bank may treat all deposits and loans under this account as matured and exercise its claims, rights or legal actions in compliance with law.**

**Article 14**

The Principal may conduct time deposit transactions using the Bank's phone/Internet banking services. Unless otherwise agreed, the Principal may also transact using the original specimen of the demand deposit account.

**Article 15**

Foreign currency notes deposited or withdrawn through the Bank are subject to handling charges at the rate specified by the Bank.

**Article 16**

- I. For any additional sub-account enabled accounts opened with the Bank, the Principal may create up to 5 sub-accounts through Internet Banking after the master account is successfully opened, and are immediately ready for use upon request. Sub-accounts may also be designated for ATM withdrawals/fund transfers over Internet banking services.
- II. Sub-account can not apply for a ATM card. To cancel an ATM card associated with a sub-account that card has been discontinued, the Principal shall approach the Bank personally and bring along ID card, original authorized seal and the ATM card to be discontinued. Alternatively, the Principal may also perform the request using the Bank's Internet banking services. The ATM card will be voided as soon as the request is processed.
- III. Preset payees can not be configured for individual sub-accounts. Configuration of preset payees at the master account will automatically apply to all sub-accounts under it.
- IV. The Principal may close sub-accounts using the Bank's Internet banking services or at the counter of any branch. (sub-accounts that are used for special payment arrangements or are subject to special events can not be closed.) The system will calculate any outstanding interest and principal in the sub-account and credit them into the master account. The master account can be closed only when all sub-accounts have been closed. Sub-account may only be created again after a master account is opened on a later date.
- V. Closing a sub-account will in the meantime void any automatic payments associated with it. New applications need to be raised to re-establish them on a later date.

**Article 17**

The Bank may collect fees from the Principal for issuing proofs on transactions or deposit balances, or for any other chargeable services rendered.

**Article 18**

The Principal agrees to comply with relevant laws and general banking practices for any other matters relating to combined deposits.

## Chapter 4 Terms and Conditions of Check Deposits

The following terms and conditions shall apply to check deposit accounts:

### I. Special Terms and Conditions of Check Deposits (2021.12 Version)

**Article 1**

- I. The Principal is required to comply with "Rules Governing Checking Account" stipulated by the authority when using checks.
- II. If the Principal has visual impairment, besides having the agent present a notarized letter of authorization when applying for a checking account, the Principal may handle the notarization required for account opening in accordance with the Notary Act. If the authorized seal belongs to the Principal, the Principal will be responsible for the provisions on the check when the authorized seal is affixed. Hence, the Principal shall verify that the contents of the check are correct before issuing the check, and observe the risks of seal safekeeping and use, as well as the terms and conditions of this agreement.

**Article 2**

A minimum initial deposit is required for the check account; the amount of which is adjustable by the Bank at any time. There are no subsequent restrictions to the deposit balance once the initial minimum is satisfied; however, the balance of the account must not be zero at the end of any day. The Bank will claim back any amount that has been credited into the Principal's account by mistake immediately upon discovery. In which case, the Principal must return the balance immediately without delay or excuses.

**Article 3**

Deposits can be made in cash or using checks acceptable to the Bank. Once a deposit is made, the Bank will stamp on the deposit slip stub as proof of receipt. Amounts deposited in checks may be drawn only after the Bank receives proceeds from check clearance. If the check is later returned or gives rise to disputes, the Bank may deduct the amount of the check returned from the Principal's account or demand that the Principal place an equivalent amount of deposit in cash, regardless of whether the check in question had been deposited by the Principal or by others in the first place. The Bank will not be responsible for the custody of returned checks unless it has been requested to secure them beforehand. If any of the checks collected by the Bank or issued by the Principal are stolen, lost or destroyed over the course of clearance, the Principal shall give the Bank or the paying bank the authority to report the loss, stop payment, and publicize or annul through court on behalf of the Principal.

**Article 4**

- I. To withdraw from the account, the Principal must issue instructions using the check given by the Bank, and signify with the original authorized seal. The same applies if another person has been authorized to act on the Principal's behalf.
- II. Before issuing a promissory note where the Bank is the paying agent, the Principal must establish a payment agency arrangement with the Bank in advance. Payments through promissory notes are made from the Principal's check deposit account opened with the Bank. The Bank will return promissory notes that have been presented for payment if the Principal has yet to designate the Bank as the paying agent. If a promissory note is returned due to insufficient account balance or non-matching signature/seal pattern, the return will be added to the Principal's check record records.

**Article 5**

The Principal shall exercise care not to write negotiable instruments to withdraw amounts exceeding the account balance. Where overdraft amendments have been made, the Bank will advance payments up to the overdraft limit. Any withdrawals beyond that limit will be returned.

**Article 6**

The Bank may deny payment if the check/promissory note issued by the Principal is considered as a discrepant document. In which case, the Bank will return the check/promissory note to the issuer along with detailed reasons, and be indemnified against any losses as a result.

**Article 7**

- I. The Principal will be solely responsible for any disputes that arise because of incomprehensible handwriting or similar reasons.
- II. Where a third party forges or alters the seal registered by the Principal at the Bank and forges a check or alters or modifies a check issued by the Principal, the Bank shall not be liable for compensation if the Bank is unable to discern the differences despite exercising the duty of care as a prudent manager. Where a third party uses the seal registered by the Principal at the Bank without authorization and forges a check, the Bank shall provide payment based on the registered seal. Except where the Bank's deliberate act or negligence causes the loss, it shall not be liable for compensation.

**Article 8**

The Bank has the discretion to honor check payments in any order regardless of the date of issue or the timing at which they are presented.

**Article 9**

Should the Principal or the check bearer require to have a check certified for payment, the Bank will earmark an equivalent balance from the Principal's account to meet the payment, and have the check stamped with the words "Certified," dated, and signed by one of the Bank's authorized personnel.

**Article 10**

The Principal agrees to pay any penalties and amounts according to the policy of Taiwan Clearing House, and that the Bank may collect such payments directly from the Principal's demand deposit account or advise the Principal to make payments separately.

**Article 11**

Upon receiving the Principal's bankruptcy advice, the Bank is bound by law to stop honoring payments to checks and promissory notes, even if the Principal has sufficient balances in the account to meet such payments.

**Article 12**

The Bank may deliver comprehensive statement to the Principal using electronic or other means agreed by the Principal. The Principal shall take initiatives to investigate any discrepancies upon discovery.

#### **Article 13**

Unless otherwise agreed, any non-amount amendments to checks/promissory notes issued by the Principal can be made by affixing any one authorized seal shown on the seal specimen card. The Principal shall be solely responsible for any disputes arising as a result.

#### **Article 14**

Any loss, theft or fraud involving the Principal's issued checks, blank checks or authorized seals shall be reported to the Bank and processed according to the authority's guidelines and the Bank's policies. The Principal shall be solely responsible for any fraudulent withdrawals made before the Bank receives a written report of the loss.

#### **Article 15**

Should the Principal require to recover a copy of the redeemed check for any reason, the Principal agrees that any photocopies and records provided by the Bank are equally legitimate with the original copy on all legal aspects.

#### **Article 16**

The Principal agrees that copies of checks captured in microfilms are equally legitimate with the original copy on all legal aspects.

#### **Article 17**

**The Principal is responsible for maintaining sufficient balances in the deposit account when using negotiable instruments. The Bank is not obligated to inform the Principal of insufficient balances.**

## **II. Supplementary Clauses to Check Deposits (2024.01 Version)**

### **Article 1 (Terminology)**

Terminology used in this agreement is explained below:

- I. "Check return:" Refers to the situation where a financial institution has denied payment on a check that has been presented for clearance, in which case the presented check is returned to the bearer along with written reasons.
- II. "Annulment:" With regards to checks or promissory notes that have been returned due to insufficient deposit balance, non-matching signatures, absence of paying agency arrangement, or withdrawal of payment prior to note expiry, "Annulment" refers to settling the payments written using check account balance or other alternative means, and collecting back the checks or notes that have been returned, along with detailed reasons.
- III. "Earmarking:" Once a check is returned due to insufficient funds, the account holder places an amount of cash equivalent to the amount written into the check deposit account, to which the Bank classifies as "Other payables" so that it can be readily paid to the financial institution that has returned the check.
- IV. "Paid upon representation:" Meaning that a returned check is presented once again for payment, and is successfully paid from the balance of the check deposit account or from Other payables.
- V. "Remarks:" Refers to a history of returned checks, annulments, and any other credibility issues relating to the account holder's use of negotiable instruments, which Taiwan Clearing House has maintained for future reference.
- VI. "Termination of paying agency:" Means that a financial institution terminates its appointment as the promissory note paying agent for the checks issued by the deposit account holder.
- VII. "Blacklisted:" Means that a financial institution refuses to process negotiable instruments issued by account holders who have exhibited unsatisfactory credit history.

### **Article 2 (Account opening review and change of account information)**

- I. When opening a checking account, the Principal is required to fill in and submit to the Bank a seal specimen card, and present business license, registration or any proof of incorporation and the Principal's ID card. The Bank shall then inquire the Principal's credibility from Taiwan Clearing House, and issue a blank checkbook once verified.
- II. Where the Principal is a company, business or organization, the account shall be opened in the entity's name; where the Principal is a natural person, the account shall be opened in the Principal's name according to the "Name Act."
- III. The Principal must notify the Bank in writing immediately for any changes to the information printed on the seal specimen card, otherwise the change of details can not be used to claim against the Bank. To change the authorized seal, the Principal must complete a new seal specimen card.
- IV. If the Bank discovers that a corporate account holder has not updated account information as agreed above when there has been a change to the company's name or person-in-charge, a notice will be sent to the Principal as a reminder for making the necessary changes. The Bank may terminate the check deposit relationship and close the Principal's account if the necessary actions are not taken within one month of the notice.
- V. The Principal shall be solely responsible for any losses suffered from failure in updating account details; any losses caused to the Bank as a result shall also be borne by the Principal.

### **Article 3 (Promissory notes)**

The Bank may still pay the bearer even if the promissory note is presented for payment past the presentation due date, provided that: the promissory note is still within 3 years after maturity (or 3 years from the date issued for notes that are payable at sight), and the Principal has not withdrawn payment, and there are no concerns to prevent the Bank from making the payment.

### **Article 4 (Service fees)**

- I. In the event that negotiable instruments issued by the Principal are returned due to insufficient deposit balance, the Bank is bound by the rules of Taiwan Clearing House to collect penalty charges and processing fees from the Principal, regardless of whether the Principal has terminated banking relationships with the Bank. In addition, the Bank may collect handling fees from the Principal for its own purpose, and may either deduct this amount from the Principal's demand deposit account or require the Principal to make separate payments.
- II. The amount of handling fees collected by the Bank shall not exceed 150% of what Taiwan Clearing House collects from the Bank for the same transactions.
- III. **The Bank may collect fees from the Principal for issuing proofs on transactions or deposit balances, or for any other chargeable services rendered. The Bank must disclose its chargeable services publicly in its place of business or over its website. The Bank may adjust its fee rates on a later date if deemed necessary.**

### **Article 5 (Remarks)**

If the Principal has returned checks (or returned promissory notes in which the Bank is designated as the paying agent) that are subsequently annulled, earmarked, or paid upon representation any time within 3 years from the date of the return, or encounters any situation that affects the Principal's check account credibility, a request can be raised to the Bank and forwarded to Taiwan Clearing House to update the Principal's remarks according to "Notes on Check Account Credibility Remarks."

### **Article 6 (Restriction and suspension of blank checks and promissory notes)**

- I. **The Bank may restrict further issuance of blank checks and promissory notes if the Principal exhibits any of the following:**
  - (I) **Returned check due to insufficient account balance, or frequent annulment, earmarking, or representation after checks are returned.**
  - (II) **Any unusual use of negotiable instruments.**

**The Bank shall provide reasons for administering the above restrictions. The Principal may appeal to the Bank if the restrictions are believed to have been based on unreasonable grounds.**

**The Bank may suspend issuing blank checks and promissory notes if the Principal's deposit account becomes subject to a court-ordered seizure. However, this excludes the circumstances where the Bank has earmarked an amount equivalent to the amount seized.**

- II. **If the principal violates the provisions of Article 15-2, Paragraph 1 of the Money Laundering Control Act and is reprimanded by the police authorities of the relevant municipalities, counties (cities), the Bank may restrict the issuance of blank checks and blank promissory notes.**

### **Article 7 (Termination of payer's duty)**

- I. If the Bank discovers that the Principal has checking accounts opened in other financial institutions, and has issued promissory notes to be paid by

the respective institutions but are later withdrawn before the presentation deadline, or are later returned when bearers presented them for payment without subsequent annulment, earmarking, or successful payment upon representation totaling 3 incidents in one year, the Bank may voluntarily cease to act as the Principal's designated payer for three years from the date reported by Taiwan Clearing House.

- II. Once the Bank has ceased to act as the Principal's designated payer, the Principal shall return all unused promissory notes within one month of notice.

#### **Article 8 (Blacklisted)**

**If the Bank discovers that the Principal has check accounts opened in other financial institutions, and has issued checks that were later returned due to any of the following reasons without subsequent annulment, earmarking, or successful representation totaling 3 incidents in a year, or if the Principal has been convicted for criminal activities involving uses of checks, the Bank may blacklist the Principal for 3 years from the date reported by Taiwan Clearing House (each count of return is treated separately):**

- I. **Insufficient deposit balance.**
- II. **Non-matching signature.**
- III. **Designating an unaccepted financial institution as the promissory note payer.**

#### **Article 9 (Termination of check account relationship)**

- I. Once the Principal has been treated as a blacklisted account, or if the check deposit account relationship is terminated for any reason, the Principal will be required to return all unused negotiable instruments back to the Bank.
- II. Unless otherwise regulated by law, both the Principal and the Bank may terminate this agreement at any time. If the agreement is to be terminated by the Bank, the termination is effected as soon as the Bank issues its termination advice. If the agreement is to be terminated by the Principal, the termination will take effect only when the Principal's notice reaches the Bank.

#### **Article 10 (Provisional account reinstatement for corporate restructuring)**

- I. If the Principal is a corporation and has been granted the permission to undergo corporate restructuring before the blacklisting expires, a request can be made to the Bank and forwarded to Taiwan Clearing House to register a restructuring remark. Once the restructuring remark has been registered, the Bank may reinstate banking relationship on a provisional basis.
- II. If, after the reinstatement, the company encounters one more returned check any time before the blacklisting was initially scheduled to expire, the Bank may extend its blacklisting for another three years from the date reported by Taiwan Clearing House.

#### **Article 11 (Request for full reinstatement)**

The Principal may reinstate banking relationship and re-open account under the following circumstances, subject to the Bank's consent:

- I. After the blacklisting has expired.
- II. All returned checks that led to the blacklisting and all returned checks thereafter have been fully annulled, earmarked, or paid upon representation.

#### **Article 12 (Data reference and inquiry)**

The Principal agrees for the Bank to inquire all returned check records and blacklisting information from Taiwan Clearing House, and agrees to make credit-related information such as returned check history and blacklisting records available for inquiry by others.

#### **Article 13 (Unaddressed matters)**

The Principal agrees to comply with any relevant laws and the general banking practice for all other matters relating to check deposits.

## **Chapter 5 Terms and Conditions of Time Deposits (2019.10 Version)**

The following terms and conditions shall apply to time deposit accounts:

#### **Article 1 (Interest and principal payments)**

- I. For TWD time deposits and simple-interest savings deposits, interests are paid once a month while principals are recovered upon maturity. For compound-interest savings deposits, interests are accrued on a compound basis and paid together with principal upon maturity. Termination beyond the scheduled maturity is subject to interest penalties according to law.
- II. For foreign currency time deposits, interests are accrued on a simple basis and paid together with principal upon maturity. Alternatively, arrangements can be made to pay interests monthly and principals upon maturity. Termination beyond the scheduled maturity is subject to interest penalties according to law.
- III. For foreign currency installment savings deposits, principals are deposited on a monthly basis and paid together with interest in one lump-sum upon maturity.
- IV. In the event that a time deposit is pledged as collateral and the pledgee does not allow interests to be paid to the deposit holder or have the time deposit automatically renewed upon maturity, the Bank shall no longer make interest payments or renew the pledged time deposit for the Principal. In which case, the Principal shall be solely liable for any future disputes.

#### **Article 2 (Automatic renewal)**

- I. Automatic renewals are applicable only to deposits of the same type and tenor. The applicable interest rate shall be the board rate announced by the Bank on the date of the renewal.
- II. Interest rate, tenor and withdrawal of auto-renewed deposits are subject to the Bank's policies.

#### **Article 3 (Renewal and conversion of deposits)**

- I. TWD time deposits that are renewed or converted into other deposits any time within one month after the maturity date may have interests accruing from the maturity date, and any uncollected interests may be carried forward with principal.
- II. TWD simple-interest/compound-interest savings deposits that are renewed or converted into time deposits with tenors less than one year any time within one month after maturity, may have interests accruing from the maturity date, and any uncollected interests may be carried forward with principal.
- III. Foreign currency time deposits with tenors less than one month may be renewed and have interests accruing from the maturity date if the renewal takes place within three days (including public holidays) after maturity. Foreign currency time deposits with tenors of one month or longer may be renewed and have interests accruing from the maturity date if the renewal takes place within ten days (including public holidays) after maturity.

#### **Article 4 (Deposit interest rates)**

- I. The interest rates applicable for TWD time deposits shall be determined according to the Bank's board rate. The Principal may choose fixed or floating interest at the time deposits are placed. If floating interest is chosen, the deposit rate shall be adjusted according to the Bank's board rate.
- II. The interest rates applicable for foreign currency time deposits shall be determined according to the Bank's board rate. Interests shall accrue at fixed rates from the time deposits are placed.

#### **Article 5 (Interest calculation)**

- I. Time deposits that have been held for full months shall accrue monthly interests; holding periods that amount to less than one full month accrue interests on a daily basis (by multiplying the principal with the annual interest rate and the number of full months elapsed and divided by 12, plus interests accrued for days that amount to less than one month). If the interest-accruing period spans across different interest rates, the actual number of days on which new and old interest rates apply shall be calculated separately.
- II. Interests accrued by foreign currency time deposits is calculated on a daily basis based on the actual number of days deposited. Interest is not accrued if the period does not meet the minimum period announced by the Bank.

#### **Article 6 (Early termination)**

- I. Early terminations shall proceed and have interests calculated according to policies of the competent authority (in which interests accrue at 80% of the board rate that corresponds to the actual duration held). TWD deposits do not accrue interests if the holding period is less than one month.
- II. Time deposits that have been forcibly disposed by court or the Administrative Enforcement Agency are treated as early termination.

#### **Article 7 (Interests on late withdrawal)**

If time deposit is withdrawn beyond its maturity, the amount of interest accruing up till the date of withdrawal shall be calculated on a simple interest basis using the day-equivalent of the Bank's demand deposit rate, quoted on the date of withdrawal. If an interest rate adjustment has taken place between the maturity date and the date of withdrawal, then the amount of interest shall be calculated using different applicable rates for the actual durations held.

**Article 8 (Loss reporting)**

The Principal has the responsibility to maintain proper custody of deposit certificates and the original authorized seal. Any losses or damages must be reported immediately to the Bank. Until the Bank receives a written report of the loss, the Bank shall not be held liable for honoring payment to any third party who presents forged documents or original authorized seal if the Bank has already exercised the due care of a good administrator.

**Article 9 (Income tax)**

- I. Time deposit interests accrue at the board rate from the time deposits are placed, for which the Bank is obligated by tax law to withhold taxes from interest income.
- II. Tax-exempt persons are required to produce proof when collecting interest payments, or apply for tax refund before the 5th day of the following month.

**Article 10 (Lien)**

In the event that a time deposit is pledged as collateral and the pledgee does not allow interests to be paid to the deposit holder or have the time deposit automatically renewed upon maturity, the Bank shall no longer make interest payments or renew the pledged time deposit for the Principal. In which case, the Principal shall be solely liable for any future disputes.

**Article 11 (Withdrawal seal)**

Unless a separate seal specimen card is created for withdrawals, any authorized seal that the Principal has used for withdrawing demand/combined deposits may also be used for withdrawing time deposits. Unless a separate seal specimen card is created for withdrawals of foreign currency time deposits, the authorized seal that the Principal has used for withdrawing foreign currency demand deposits may also suffice for the purpose.

**Article 12 (Transfer)**

No time deposits placed with the Bank may be transferred to others.

**Article 13 (Unaddressed matters)**

The Principal agrees to comply with any relevant laws and the general banking practice for all other matters relating to time deposits.

## Chapter 6 Terms and Conditions of IC ATM Card Services

### I. Terms and Conditions of Demand (Savings) Deposit-attached ATM Cards (2025.01 Version)

Both parties have agreed to the following terms:

**Article 1 (Collection, activation and cancellation)**

- I. Unless otherwise agreed upon by the parties, the Principal must approach the bank in person with ID card to collect ATM card and password slip, natural persons by their signature and non-natural persons by the signature of the responsible person, and complete activation procedures.
- II. If the Principal does not collect ATM card within 3 months after the application date, the bank may void ATM card and the password slip at its discretion. However, the Principal is still able to make another application if required.
- III. If the Principal applies to use pre-made ATM cards (including password slips), the ATM card and password slip will be immediately available for collection and activation after the Principal has completed the account opening procedure and signed this agreement.
- IV. The Bank shall be solely responsible for any ATM cards issued in error.
- V. Once the Principal has closed the account, switched service to another department of the Bank or discontinued use of the IC ATM card, the Principal should return the card back to the Bank where it can be voided, unless the card still has prepaid balances in it which the cardholder may continue using. The Principal shall be solely responsible for any disputes or losses that arise because of non-return. Any ATM card returned to the Bank must be voided instantly, otherwise the Bank will be responsible for any disputes arising as a result.

**Article 2 (Password change)**

- I. **The Principal should use the automated service equipment to make password changes. There are no restrictions to the maximum number of changes.**
- II. **In addition to keeping proper custody of the ATM card, the Principal is also responsible for memorizing and maintaining secrecy of the password. The Bank can not reveal the Principal's passwords in any way. The two parties shall be responsible for the consequences of their own faults. If the Principal does not make a password change after collecting the ATM card, the Bank may de-activate the card on the grounds of security concerns. However, the Principal is still allowed to re-activate the card on a later date.**

**Article 3 (Deposit amount restrictions and fees)**

- I. The Principal use our bank IC card deposit cash by our bank ATM.
  - (I) Intra-bank deposit: When depositing cash into other people's account, the limit on non-designated account transfers by ATM Card shall apply if the deposit is made to a third party account; deposits to the Principal's accounts are not subject to such limitations.
  - (II) Interbank deposit: When depositing cash into a non-bank account, the maximum of depositing is NT\$30 thousand per day and a handling fee of NT\$15 must be deducted from the transaction amount.
- II. The Principal may deposit up to NT\$30,000 without using an ATM card each day on any ATM of the Bank.

**Article 4 (The Bank's withdrawal and fund transfer limits)**

- I. **The following caps apply when withdrawing cash using an ATM card on the Bank's automated service equipment:**
  - (I) **Depending on the type of equipment, the maximum is NT\$30,000 or NT\$50,000 per transaction.**
  - (II) **Maximum NT\$150,000 per day (aggregate sum for Domestic withdrawal in foreign currency, overseas withdrawals, Smart Pay, and debit card transactions).**

**Note: domestic/overseas Smart Pay refers to the use of IC ATM card/QRCode in domestic and overseas designated merchant or QRCode in foreign designated merchant for deduction and consumption.**
- II. **Transfers to designated accounts are subject to the following limits:**
  - (I) **Maximum NT\$2 million per transaction.**
  - (II) **Maximum NT\$2 million per day. (aggregate sum for transactions made through automated teller machines, MOD and WebATM)**
- III. **Transfers to non-designated accounts are subject to the following limits:**
  - (I) **Maximum NT\$30,000 per transaction when using automated teller machines.**
  - (II) **Maximum NT\$30,000 per day when using automated teller machines (aggregate sum for transactions made through automated teller machines, MOD and WebATM).**
- IV. **If the principal violates the provisions of Article 15-2, Paragraph 1 of the Money Laundering Control Act and is reprimanded by the police authorities of the relevant municipalities, counties (cities), the Bank will restrict the opened account uses the ATM card to transfer and withdraw funds at automated service equipment (including physical/online ATMs) from the principal in accordance with relevant laws and regulations.**
- V. **The amount of withdrawal or deposit made through domestic automated teller machine using an ATM card must be in multiples of NT\$100.**
- VI. **The Principal(only for natural persons) can use the ATM card and the IC password to make withdrawals over the counter of the Bank. After subjecting to the Bank's approval, the Principal can use authorized seal or present his/her ID card, and provide a signature to make a withdrawal. There is no limit on the amount of cash withdrawal over the counter through an ATM card.**
- VII. **Before making ATM fund transfers to a preset payee, the Principal must approach the Bank to add the payee into the designated account list. Before making ATM fund transfers to any non-designated account, the Principal must use an effective physical IC ATM card issued by the Bank and card reader to apply via Internet banking, through indirect identification (e.g. biological identification) or Bank Facial Recognition to apply via mobile banking which were binding to a mobile device, or apply in writing to activate this functionality. The Principal may also request to deactivate transfers to non-designated accounts at any time via Internet banking, mobile banking, or apply in writing the application. When making ATM fund transfers to non-designated accounts, the Principal may complete transactions by inputting the payee's account number. However, the Principal shall be solely responsible for verifying the payee's bank ID, account and amount before pressing Confirm. The Bank will not be liable for any losses due to incorrect entries. No prior agreement is required for the Principal to use an ATM for tax payment via account transfer.**

VIII. The Principal may use an IC ATM card for withdrawal, tax payment, and inquiry, and make transfers of small amounts and related transactions to non-designated accounts. The Principal may designate up to eight withdrawal/outward transfer accounts on the IC ATM Card, and outward transfer accounts may also be designated as payee accounts. However, the ATM card for sub-accounts may not designate new or cancel payee accounts. Payee accounts designated using the ATM card of the master account will automatically apply to ATM cards of all sub-accounts under it.

**Article 5 (Interbank withdrawal and fund transfer limits)**

I. The following caps apply when withdrawing cash using an ATM card on automated service equipment established by a financial unit that is part of the financial information system interbank connection:

- (I) Maximum NT\$20,000 per transaction.
- (II) Maximum NT\$150,000 per day (aggregate sum for Domestic withdrawal in foreign currency, overseas withdrawals, Smart Pay, and debit card transactions).

Note: domestic/overseas Smart Pay refers to the use of IC ATM card/QRCode in domestic and overseas designated merchant or QRCode in foreign designated merchant for deduction and consumption.

II. Transfers to designated accounts are subject to the following limits:

- (I) Maximum NT\$2 million per transaction.
- (II) Maximum NT\$2 million per day.

III. Transfers to non-designated accounts are subject to the following limits:

- (I) Maximum NT\$30,000 per transaction.
- (II) Maximum NT\$30,000 per day.

**Article 6 (ATM card usage)**

There is no limit on the number of times the Principal may use the ATM card for deposit, withdrawal, and transfer.

**Article 7 (Adjustment and announcement of withdrawal and transfer limits)**

I. The amounts and number of times specified in the preceding three articles are subject to change by the Bank according to actual requirements. Unless otherwise stipulated by laws or regulations promulgated by the competent authority, the Bank shall announce the changes in a prominent manner at business locations and on the Bank's website 30 days prior to the changes.

II. The Principal agrees that, when making fund transfers using one of the Bank's ATMs or one that is owned by another participant of the interbank financial network, the number of accounts that the Principal may transfer to/from shall comply with the Bank's policies. Once the Principal has reached the daily maximum limit on non-designated account transfers using an ATM/WebATM/MOD, any further fund transfers for the day shall be limited only to designated accounts.

III. Functionalities of the IC ATM card and any terms of usage such as currency, amount, frequency, fees etc shall be determined by the Bank. In addition to Paragraph 1, the Bank may also adjust these details at any time deemed necessary, and publish them in a visible manner at its place of business. The Principal agrees to use the IC ATM card according to the new rules from the day the adjustment is made.

**Article 8 (Assistance required from the Bank for transfers to wrong account by the Principal)**

I. When using the ATM card for fund transfers, the Principal shall verify details such as the beneficiary bank code, account number, and the amount to be paid. If the Principal enters an incorrect receiving bank ID, account number, or amount by mistake and results in the funds being transferred into another individual's account or in the wrong amount, the Bank shall immediately perform the following matters after the Principal notifies the Bank:

- (I) Provide details relating to the transaction in accordance with the law.
- (II) Request assistance from the receiving bank.
- (III) Report the results.

II. The Bank shall keep records of withdrawals at ATMs and retain the records for a specified period to help the Principal clarify incorrect transfers or fraudulent withdrawals.

III. When using the IC ATM card for withdrawals/fund transfers, the Principal has the responsibility to verify details such as payee's account number, the amount to be paid, and the account from which funds are withdrawn/debited. In the event that the Principal makes an incorrect entry and results in the funds being transferred into someone else's account or in the wrong amount or from the wrong account, the Principal shall be solely liable for such consequences and the Bank has no obligations to reverse or recover the transaction that is not caused by its errors.

**Article 9 (Effect of the Bank or interbank transactions)**

I. If the Principal uses an ATM card and password for transactions at an ATM or other equipment of the Bank or financial institutions with interbank connection within the financial information system, the transactions shall have equal validity as the transactions conducted with the passbook and registered seal.

II. The master account of IC ATM Cards referred to in this provision is the magnetic stripe account (the magnetic stripe account of a Labor Pension Card is the Labor Pension Card bank account). When using automated service equipment (such as Internet/phone banking, ATM, WebATM, etc.) for transactions, withdrawals (fund transfers) are debited from the Principal's master account if no other accounts have been specified. One deposit account can be specified as the withdrawal/payer account for multiple IC ATM cards at the same time, and payments would be considered to have been authorized by the Principal once they are made using the card.

III. When requesting services using the IC ATM card on any electronic equipment, WebATM or Internet applications offered or recognized by the Bank, the Principal agrees to be bound by the terms and obligations of the applied services once they have been confirmed and approved by the Bank.

IV. When the Principal applies for or agrees to services using the ATM Card password, the effect is the same as the Principal applying in person at the Bank.

V. All deposits, withdrawals, or transfers using the ATM card are deemed to be made by the Principal. The Principal must provide evidence of any errors within two months (or four months for overseas transactions) of the transaction date, and the Bank shall immediately correct the error.

**Article 10 (Responsibility for overdue transaction)**

The Principal shall be solely responsible for bounced checks that occur due to the Principal's failure to transfer funds via ATM before the due time.

**Article 11 (Foreign currency withdrawal in Taiwan)**

I. Where the Principal has a national identity card or a foreign national or overseas Chinese alien resident certificate, the Principal may use the ATM card issued by the Bank to withdraw cash in foreign currencies from an TWD or foreign currency account at the Bank's foreign currency ATM. When foreign currency is withdrawn from an TWD account, the foreign currency shall be converted to TWD based on the Bank's announced foreign currency banknote selling price at the time of the transaction, and the amount in TWD will be deducted from the account.

II. Depending on the type of equipment, the maximum amount of foreign currency the Principal may withdraw is NT\$30,000 or NT\$50,000 per transaction, the maximum amount per day shall be in accordance with Article 4&5, subject to adjustment by the Bank at any time based on actual requirements, and will be handled in accordance with regulations on foreign currency of the Central Bank.

**Article 12 (Cross-border transaction functions)**

I. The Principal may activate cross-border functions on the magnetic stripe to make cash withdrawals from an overseas ATM. These withdrawals are subject to the daily limits described in Article 5, which the Bank may adjust at any time deemed necessary. USD withdrawals are converted using the Bank's board rate quoted on the day of transaction; withdrawals of other foreign currencies are first converted into USD at the rate published by the international ATM clearing center before calculating TWD-equivalents (calculated using the board rate of the acquiring bank on the day the claim is made for debit cards).

II. The Principal may make withdrawals, or inquire the balance of the IC ATM Card at an overseas ATM with the logo of the Financial Information Service CO., LTD, or other channel by entering the IC password, and shall comply with local regulations. The service items and business hours are limited to those provided by the system and equipment. The Principal agrees that the Bank may directly deduct payable expenses derived from such usage from the Principal's deposit account.

III. When the Principal uses the ATM card to withdraw cash at an overseas ATM with the logo of the Financial Information Service CO., LTD. In which case, the Principal shall authorize the Bank to settle transactions in TWD by converting the amount at the rate quoted by the clearing agent



on the settlement date. The Principal also agrees to pay the Bank additional fees on cross-border transactions. The Principal's withdrawals each day are subject to the limits described in Article 5, subject to adjustment by the Bank at any time based on actual requirements, and will be handled in accordance with regulations on foreign currency of the Central Bank.

- IV. Cross-border transaction fees include payments the Bank must make to related domestic and foreign institutions, and expenses required for the Bank's own operations. The Principal agrees that the Bank may make necessary adjustments to the expenses above at any time as needed without notifying the Principal.

**Article 13 (Authorization for foreign currency settlement)**

- I. When using the ATM Card for foreign currency transactions according to the preceding article, the Principal authorizes the Bank to serve as the settlement agent within the boundaries of Taiwan (Taiwan), whose duty involves settling foreign currency transactions according to Central Bank policies and the terms agreed between the Principal and the Bank.
- II. The Principal shall be responsible for calculating and controlling the amount of cash withdrawn made using the ATM Card overseas within the limit allowed by the Central Bank.

**Article 14 (Termination of this agreement or suspension of ATM card functions)**

- I. **The Principal may terminate this Agreement at any time, but must do so either personally or through an agent (authorized in writing) at the Bank's premise.**
- II. **In the event of one of the following activities listed below, the Bank may terminate this Agreement or suspend ATM card services at any time:**
- (I) **The ATM card has been counterfeited, remade, or used for illegal actions such as money laundering, fraud, etc.**
- (II) **The Principal's account is listed as "temporarily suspended" or designated as a "warning account" in accordance with the law.**
- (III) **The Principal has violated laws, compromised the Bank's interests, or is found to have been involved in other illegal activities.**
- III. **The Bank may terminate part or all functionalities of the Principal's IC ATM card for operational purposes by way of announcements on its website or by other means, and may amend or introduce supplementary clauses to the existing agreement following such announcements. After such changes have been notified or announced, the Principal will be deemed to have acknowledged the new terms if the Principal continues to use the IC ATM card. Where subsequently there are other changes to the IC ATM card's functionalities, services or agreed items, then save where the competent authority or the Bank deems that separate application or agreement is necessary, the Principal shall not be required to make separate application or enter into separate agreement for such amended functionalities. In such a case, the Principal will be deemed to have acknowledged the new terms and services if the Principal continues to use the IC ATM card.**
- IV. **If the Principal does not use the ATM card after one year of receiving the card, the Bank has the right to cancel the card, and the Principal must submit an application to a branch to reactivate the card.**
- V. **The Bank may suspend ATM services provided to the Principal during account settlement or due to service suspension of its computer systems.**

**Article 15 (Number of consecutive incorrect password attempts, card retained by ATM, and card locked)**

- I. **If the Principal inputs the incorrect password 3 consecutive times, or forgets to retrieve the card after use, or uses an ATM card which had been reported lost, or if the ATM card is retained or locked by the automated service equipment for any other reasons, the Principal must approach the Bank in person and bring along proof of identity and the original authorized seal to perform the following actions, natural persons by their signature and non-natural persons by the signature of the responsible person, unless otherwise agreed between the two parties:**
- (I) **If the ATM card is locked, the ATM card may be unlocked by the original account opening unit or a location designated by the Bank. If an incorrect password is entered for the magnetic stripe three consecutive times overseas, please change the password for the magnetic stripe at one of the Bank's domestic ATMs.**
- (II) **If the ATM card is retained by the machine, the Principal shall retrieve or replace the ATM card by proceeding to a branch of the Bank within 14 business days of the retention. If the Principal fails to retrieve the card within this period, the Bank may cancel the card (if the Principal is overseas, the Principal must request the local financial institution to immediately handle the situation or apply to the Bank for reissuance after returning).**
- II. **If the ATM card is retained by the machine, the Principal shall immediately notify the Bank. Unless otherwise agreed upon by the parties, the Principal must bring his/her ID card to a branch of the Bank to cancel the retention, natural persons by their signature and non-natural persons by the signature of the responsible person and authorized seal, so as to prevent the ATM card from being fraudulently used.**

**Article 16 (Fee collection, adjustment, and announcement)**

- I. The Principal is subject to the following ATM card transaction or handling fees:
- (I) **Transaction handling fees:**
- A. **Domestic interbank withdrawals: NT\$5 per transaction.**
- B. **Domestic interbank transfers:**
- (A) **Each account is exempted from the service fee for one transfer of NT\$500 (inclusive) or under each day.**
- (B) **NT\$10 per transfer of NT\$1000 (inclusive) or under.**
- (C) **NT\$15 per transfer of more than NT\$1000.**
- (II) **Service fees:**
- A. **NT\$50 per instance for unlocking a card.**
- B. **NT\$100 per card for replacing/reissuing a new card.**
- (III) **Other charges refer to the Bank's "Deposit/Exchange Service Fee Standards".**

Unless otherwise agreed upon by the parties, the Bank may collect service fees when it receives the Principal's application for services, or is authorized to debit the amount from any one of the Principal's accounts at the Bank.

- II. The fee in Paragraph 1 shall be publicly disclosed in a prominent manner within the Bank's business locations and on its website.
- III. If the Bank fails to prove that the card must be unlocked or replaced for reasons attributable to the Principal, the service fee specified in Subparagraph 2 of Paragraph 1 cannot be collected. Where the Principal suffers damage because the card must be unlocked or replaced, the Bank shall bear responsibilities for compensation. However, this restriction shall not apply if the Bank proves that it is not responsible for the reason that requires the card to be unlocked or replaced.
- IV. The Bank shall be responsible for providing the necessary evidence for the attributable cause in the preceding paragraph.
- V. When the Principal submits an application to the Bank for a new card or replacement card, for a card to be unlocked, or to reset the password, the Bank may collect a fee specified by the Bank from the Principal to produce the card or perform other actions. Unless otherwise agreed upon by the parties, the Bank may debit the service fee from any one of the Principal's accounts at the Bank.
- VI. The Principal agrees that the service fees required for inquiry, withdrawal, transfer, making purchases from domestic merchants, or other services using the ATM card may be collected by the Bank according to standards established by the Bank or the Financial Information Service Co., Ltd., and that the Bank may debit the service fee from any one of the Principal's accounts at the Bank.
- VII. If the Principal forgets the password or the ATM card becomes unusable due to wear and tear, unless otherwise agreed upon by the parties, the Principal must approach the bank in person with the ATM card and ID card, natural persons must provide their signature and non-natural persons the signature of the responsible person and authorized seal, to handle the situation in accordance with the Bank's regulations.
- VIII. When using automated service equipment, WebATM or EDC offered by the Bank or by any participant of the interbank financial network, the Principal shall agree to comply with the terms of service and authorize the Bank to collect fees for interbank services delivered from the designated account.

**Article 17 (Advance payment)**

- I. **Advance payments shall be deducted from the Principal's account upon transfer, and interest shall not be calculated for the amount. The Principal may not claim the refund of balance that has not been used, or report loss.**

- II. The Principal has the right to stop using the IC ATM card and terminate this agreement at any time by returning the card back to the Bank. The Principal needs not return the card and instead may continue using it if it still has prepaid balances remaining. Once the prepaid balances have depleted, the card will be automatically voided. However, where the Principal has outstanding purchase debits or other derived debts, it shall remain liable for full repayment.

**Article 18 (Misplacement, damage, theft, damage and loss of the ATM card)**

- I. The Principal shall keep the ATM card safe, and immediately handle loss reporting via the hotline (02)2182-1313, logging into online banking, mobile banking, or using the agreed method at the Bank's business locations if the ATM card is lost, destroyed, stolen, or loss of possession (debit cards may not be canceled after being reported as lost).
- II. Unless otherwise agreed upon by the parties, if the Principal wishes to apply for a reissued card, he/she may log into the mobile banking to apply online or bring his/her ID card to a branch of the Bank. If the Principal wishes to apply for a replacement card, he/she may log into online banking or mobile banking to apply online or bring his/her ID card to a branch of the Bank. For applications at the branch, natural persons must provide their personal signature, while non-natural persons must provide the signature of the responsible person along with the original authorized seal. However, the card number of the new card will be different from the old card.
- III. Where the card is used fraudulently before the Principal completes the loss report and the Bank has completed payment, the Bank shall be deemed as having made the payment to the Principal. However, if the Principal's password is misused or stolen due to the Bank or other ATM provider's failure to exercise the duty of care as a prudent manager with regard to the IT system, or for other reasons attributable to the Bank or such provider, the Bank shall still be liable for such losses.
- IV. Three months after the Principal has reported the loss or voided the card, the Bank may cancel the IC ATM card agreement without further notice. Should the Principal require new or replacement cards to be issued beyond that time, a separate application or agreement for IC ATM card functions, services and terms needs to be signed with the Bank.

**Article 19 (Prohibition of lending, transferring, and pledging the ATM card)**

The Principal is responsible for safekeeping of the ATM card, and shall be solely liable for any consequences if it is lent, transferred or pledged to others.

**Article 20 (Prohibition of reproduction or altering)**

The Principal may not reproduce or alter the ATM card. In the event of any violation, the Principal shall be liable for forgery, altering, or use of a forged or altered ATM card, and shall compensate the Bank for any damages sustained by the Bank.

**Article 21 (Use of personal information)**

Where the Principal uses the ATM card for withdrawal, fund transfer, foreign exchange, tax payments, fee payments, purchase debits, financial account information inquiries, and other interbank business services, it agrees that the Bank, the respective counterparty, Joint Credit Information Center, Financial Information Service Co., Ltd., and any institutions incorporated under the approval of the Financial Supervisory Commission or the agricultural financing authority may collect, process, transmit across borders, and make use of the Principal's personal information to the extent permitted by law and deemed necessary to carry out the abovementioned services. The Bank shall not reveal the Principal's information to any third party other than the institutions mentioned above without the Principal's permission or mandate of relevant regulations.

**Article 22 (Grievance channels)**

Toll-free customer service hotline: 0800-30-1313 Tel: 02-21821313 Fax: 02-25869413 Visitor message board: <https://www.esunbank.com/zh-tw/about/services/customer/message-board>

**Article 23 (Delivery of correspondence)**

The Principal agrees to use the address specified in this agreement/the e-mail address provided to the Bank as the means of delivery for future correspondences. The Principal is required to notify the Bank in writing or in other methods acceptable for any changes in the physical/e-mail address of the Principal or his/her contact person. The Principal also agrees for the Bank to deliver future correspondences to the newly updated physical/e-mail address. If the Principal does not notify the Bank of the change in physical/e-mail address in writing, the Bank may still deliver future correspondences to the Principal's existing or last known physical/e-mail address, and regard them as received after the usual time of delivery has elapsed.

**Article 24 (Other agreed matters)**

- I. Uses of Smart Pay service are subject to comply with the Bank's "General Agreement for Account Opening - Terms and Conditions of Smart Pay Services."
- II. To apply for a debit card, the Principal must comply with the terms and conditions and notes of the service.
- III. The Principal will be solely responsible for losses caused by lack of good faith and in any of the following situations: (I) Failure to report losses according to the terms of the agreement. (II) Use of IC ATM card for fraudulent purposes. (III) The lost or stolen IC ATM card is misused by the Principal's spouse, family member, person living in the same house, employee, agent, direct blood relative, collateral relative of fourth degree or closer, or relative by affinity of third degree or closer, except where the Principal is able to prove that legal actions have been taken against the offender. (IV) Refusal to assist in the investigation or take legal actions after the IC ATM card is found to have been misused.
- IV. When withdrawing cash or transferring funds using the ATM card on any automated teller machine owned by the Bank or by any participant of the interbank financial network, the Principal agrees to obey not only the terms of this agreement and the Bank's relevant policies, but also the rules of the interbank financial network.
- V. Where the Principal is a corporate entity, an institution or an organization, the use and custody of ATM card and any conducts arising from which shall be treated as actions of the Principal and its person-in-charge.
- VI. Where the Principal is a foreigner, the constitution, efficacy and interpretation of the Principal's actions shall be governed by the laws of Taiwan.
- VII. Matters not addressed in the agreement shall be governed by relevant laws and regulations and general banking practices.

**Article 25 (Delivery of this agreement)**

This agreement is prepared in two copies; the Bank and the Principal shall each retain one copy.

**Article 26 (Court of jurisdiction)**

The Principal agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

## II. Terms and Conditions of IC ATM Card Smart Pay (2021.11 Version)

In addition to the terms of the deposit account and terms of IC ATM card described in previous clauses, the Principal shall also agree to the following terms when activating IC ATM card Smart Pay function on the IC ATM card:

**Article 1 (Definitions)**

Terminology used in this agreement is explained below:

- I. IC ATM Card : Refers to a chip-based ATM card the Bank issues to the Principal for transactions such as cash withdrawal, fund transfer and domestic Smart Pay.
- II. IC ATM Card Smart Pay function: Refers to the service where the Principal gives the Bank the consent to collect immediate payment from the Principal's account associated with the IC ATM card and credit the amount into the acquirers' or merchants' accounts for goods or services acquired or for other transactions engaged with a physical or virtual domestic merchant, using the IC ATM card issued by the Bank and the password specified by the Principal. Smart Pay transactions may include purchases (fixed and floating rates), reversals, refunds, advanced authorization and authorization.
- III. Acquiring Institution: Refers to a financial institution that a merchant partners with to accept Smart Pay from the Principal.
- IV. Designated Merchant: A provider of goods, services or other transactions that has prior arrangement with an acquirer to accept Smart Pay from holders of an IC ATM card.
- V. Transaction record: Refers to printed documents or electronic messages that the Principal receives after making Smart Pay using an IC ATM card.

**Article 2 (Notice for use)**

- I. The Principal is responsible for the safekeeping of the IC ATM card and password, and is fully aware that all domestic Smart Pay transactions made using the IC ATM card and password are regarded as having been carried out by the Principal. These transactions are equivalent to

withdrawing cash using a passbook and a properly signed/stamped withdrawal slip.

- II. The Principal is advised to retain transaction records on all Smart Pay payments, refunds and cancellations made using the IC ATM card at any physical or virtual domestic merchant.

#### **Article 3 (Debit limits)**

- I. When applying for an IC ATM card with debit functionality, **the daily debit limit for each account is the equivalent of NT\$150,000 (aggregate sum for domestic withdrawal in foreign currency, domestic/overseas withdrawals, domestic/overseas Smart Pay, and debit card transactions).**  
註：國內外消費扣款係指立約人於國內特約商店使用晶片金融卡/QRCode 或於國外特約商店使用 QRCode 進行扣款消費。  
Note: domestic/overseas Smart Pay refers to the use of IC ATM card/QRCode in domestic and overseas designated merchant or QRCode in foreign designated merchant for deduction and consumption.
- II. The Bank has no obligation to collect payment if the Principal's debit account has insufficient balance to pay for the purchase, or if the purchase exceeds the abovementioned limit.

#### **Article 4 (Handling of customer disputes and account queries)**

- I. **The Principal understands that Smart Pay using an IC ATM card and password are no different than paying the domestic merchant in cash. Should any dispute arise in regards to the purchase (including but not limited to the quality, volume, and amount of goods or services), the Principal shall approach the merchant for solution and can not request for a refund of proceeds paid. Also, the Principal may not claim against the Bank for any transaction-related disputes with the merchant.**
- II. **The Principal may clarify with the Bank on any doubts toward the amounts paid; in which case the Bank shall provide transaction records to assist in the verification.**
- III. **Any doubts regarding domestic Smart Pay transactions must be raised within 90 days after transactions are made, otherwise the Bank's records would be deemed correct.**

#### **Article 5 (Theft, misplacement or loss of IC ATM card)**

**The Principal must notify the Bank as soon as possible by visiting one of the Bank's branches or using phone or any other agreed methods to report any misplacement, theft, robbery, or loss of IC ATM card, and pay a processing fee for the reported loss. If no separate payment is made for the fee, the Principal agrees to have the Bank collect an equivalent amount from the Principal's account.**

#### **Article 6 (Obligations of the Bank)**

- I. The Bank has the obligation to process the Principal's domestic Smart Pay transactions within the duty of care of a prudent manager.
- II. The Bank must provide to the Principal details of all Smart Pay transactions in the form of statements, passbook entries or other agreed methods to facilitate verification by the Principal.

#### **Article 7 (Business outsourcing)**

The Principal agrees that the Bank may outsource Smart Pay operations and any other activities relevant to the agreement to third parties in manners that are compliant with the authority. All outsourced third parties must comply with regulations and maintain confidentiality when processing or using the Principal's personal information.

### **III. Terms and Conditions of Debit Cards (2025.01 Version)**

#### **Article 1 Definitions**

The terminology used in this agreement is explained below:

- I. "E.SUN Bank debit card (including Debit Card with EasyCard service)" (hereinafter referred to as "debit card"): Refers to a card that, in addition to being used for domestic cash withdrawal, Smart Pay and fund transfer within the boundaries and terms of the Bank's ATM chip card agreement, may also be used to make purchases against signature at local and overseas merchants, in which the Bank has been instructed by the cardholder to collect proceeds from the cardholder's TWD demand deposit account to fulfill the merchant's claim. The card does not have a credit function, and does not offer cash advance or overdraft services.
- II. "Cardholder": Refers to a customer whom the Bank has approved and issued a debit card to.
- III. "Acquirer": Refers to a financial institution that has been authorized by a credit card organization to pay for the cardholder's purchases in advance when claimed by merchants.
- IV. "Designated merchant": Refers to a retailer that has signed a merchant agreement with the acquirer to accept debit card as a form of payment.
- V. "Daily spending limit": Refers to the maximum limit the Bank has imposed on the cardholder's cumulative use of a debit card in any given day.
- VI. "Debit date": Refers to the date the Bank is instructed by the cardholder to collect a certain sum from the designated account and pay the acquirer or merchant for the cardholder's purchases.
- VII. "Settlement date": Refers to the date the Bank or its authorized agent converts the cardholder's overseas purchase into TWD at the rate specified by the credit card organization.
- VIII. One-Time Password: Whenever the cardholder makes a specific transaction or applies for settings, the system will automatically send a One-Time Password via SMS (text message) (hereinafter, "SMS OTP") to the mobile phone number provided by the cardholder, the cardholder will then key in the SMS OTP to complete the identity verification process, thereby ensuring the safety of online transactions or card-linked mobile payment (the transaction authentication code is randomly generated every time and only effective once)

#### **Article 2 Application**

To apply for a debit card, the Applicant must be a natural person who is a citizen of Taiwan or foreigner (including Mainland resident) aged 15 or above who has opened a deposit account with the Bank. Only one card may be issued for each master account. Holders of E.SUN ATM Cards may also apply to convert it into a debit card.

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 the Bank. The Applicant also needs to have an TWD demand deposit account opened with the Bank and associate it with the debit card so that amounts can be debited directly (referred to as the "direct debit account"). The cardholder must notify the Bank of any changes made to details specified in the application.

The cardholder is required to get the ATM card code and activate the debit card after the bank issues it. Once the cardholder gets the code and activates the card, the function of debit card transactions will start.

#### **Article 3 Gathering, use, processing and cross-border transmission of personal information**

The Applicant or cardholder shall give consents to the Bank, the counterparty financial institutions, Joint Credit Information Center, National Credit Card Center, any eligible users of personal information and any third parties that the Bank engages to perform its service to collect, process, transmit cross-border, and use their personal information to the extent permissible by law. The Bank shall not reveal the Applicant or cardholder's information to any third party other than the institutions mentioned above without the owner's permission or mandate of relevant regulations.

#### **Article 4 Spending limits**

The cardholder's spending limits are capped by the balance available within the designated direct debit account. The card can not be used for purchases when there is insufficient balance in the account.

The amount of spending plus cash withdrawals using the same card shall not exceed NT\$150,000 in any given day. Overseas spending are converted into TWD equivalents and are also subject to the limit. The Bank may adjust the daily spending limit at any time, provided that such changes are published in the Bank's place of business or website.

#### **Article 5 Basic obligations of the parties in the agreement**

1 The Bank shall process the cardholder's debit card transactions 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 transactions.

2 The debit card is the property of the Bank, which the cardholder has a duty to hold and use in good care. The Bank authorizes the cardholder to use the debit card before the specified expiry date. The card can not be surrendered, lent, placed as security or in any other way possessed or used by a third party. The cardholder will be solely liable for any losses that arise due to violation against this rule.

The cardholder must not conspire with a third party or a merchant to create fictitious transactions or commit fraud, or exchange the debit card for cash,

loans or any gains.

The Bank is entitled to restrict or reject the cardholder's use of the debit card or to terminate this contract if the purchase involves goods with high liquidity, the store where the cardholder works, or any high-risk merchants identified by the National Credit 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 the 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 cardholder shall be liable to settle any amount payable that arises due to violation against Paragraphs 2 to 4 of this Article.

Except in situations where the cardholder has reported the card as lost according to Article 13, the cardholder will still be liable to pay for purchases that are made at times when the system is off-line, and special purchases that do not require the cardholder's signature.

The Bank has a duty to ensure the truthfulness of its advertisements, and shall bear obligations no lesser than what have been advertised. However, unless specifically explained otherwise, any credit card-related campaigns, services or agreements offered by the Bank shall be exclusive to credit cardholders only, and are not applicable to debit cardholders.

The cardholder shall maintain secrecy and refrain from revealing to any third party the password (including OTP) or other means of identification used on automated service equipment (e.g., Internet banking, phone banking, ATM, WebATM, etc.), debit card activation process or other online transactions.

#### **Article 6 Agreement review period**

The Applicant may terminate this agreement at the Bank using the method described in Article 18, Paragraph 2, at any time within 7 days after receiving the debit card without having to state any reasons or bear any charges. However, the agreement can not be terminated once the newly issued card is used.

#### **Article 7 General transactions**

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

When using the debit card for a purchase, the cardholder will be presented with a sales slip which the cardholder is required to verify the details before signing. 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 debit card, the cardholder shall obtain a sales return slip from the merchant and sign after confirming all details. 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 debit card transactions in the following circumstances:

- I. The debit card appears to be forged, altered, or is damaged, broken, punctured, badly signed or has had the signature altered.
- II. The debit card has expired or has been reported lost according to Article 13, Paragraph 1, or that the underlying agreement has been terminated.
- III. The Bank has suspended the cardholder's use of the debit card.
- IV. The cardholder's signature on the sales slip is different to the pattern shown at the back of the debit card, or that there are other ways to prove that the debit card is not being used by the cardholder the Bank has approved.
- V. The current transaction exceeds the Bank's cumulative daily spending limit or the cardholder's available balance in the designated account. However, exceptions are given in situations where the Bank has specially approved the merchant to accept use of the debit card.
- VI. The merchant may refuse to return the debit card back to the user in situations described under Subparagraphs 1, 2 or 4 above.

Complaints/appeals can be raised to the Bank if the cardholder encounters a situation where the merchant rejects use of the debit card for reasons other than the one stated in Subparagraph 4, or if the merchant demands additional charges for use of the debit card. Upon receiving the complaint/appeal, the Bank shall investigate or engage the acquirer to investigate the matter and inform the cardholder of the progress according to its operating policies. The Bank shall be liable to compensate any losses caused to the cardholder if the merchant's decisions above are found to have been the result of the Bank's negligence.

#### **Article 8 Special transactions**

All transactions using debit card must be established through the merchant's connected equipment; no purchases or payments shall be made using methods such as mail order, phone order, fax order etc. where the card is not connected to a machine. In accordance with transaction customs or the special nature of transactions, for purchases of products or services or payments made with debit cards via internet, mobile devices, vending machines or other similar methods, the Bank may use passwords, (including OTP), 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.

#### **Article 9 Card statement**

The Bank shall display details of purchases made entry-by-entry in the cardholder's TWD direct debit passbook or electronic statements (hereinafter called "statements" which said statements shall be sent only to designated e-mail account), and make them regularly available to the cardholder. The cardholder may inquire transaction details by updating the passbook or by accessing the Bank's electronic banking platform. Statements shall be delivered in printed or electronic form. The cardholder may inquire and request the Bank to resend the current statement if it is not received within seven days after its scheduled delivery date.

#### **Article 10 Account dispute processing procedures**

The cardholder shall resolve any disputes with the merchant regarding the quality, volume and amount of goods or services delivered, and can not use them as excuses to have the Bank return the paid proceeds.

Should the cardholder have doubts toward the transaction or to details contained in the statement, direct debit passbook, or online banking statement, a request can be raised to the Bank within 30 days after the transaction date along with detailed reasoning and supporting documents to have the Bank retrieve sales slips or sales return slips from its or the acquirer's database, or to have the Bank chargeback the amount from the acquirer or the merchant according to the policies of the credit card organization. If the amount in question is charged back before the dispute is resolved, the Bank may withhold it (during it is inaccessible to the cardholder) until the matter is clarified.

Details of the direct debit passbook or statement would be deemed correct if no queries are made by the cardholder according to the above.

If the Bank charges back the amount in question from the acquirer or the merchant according to Paragraph 2, but later finds out that details contained in the direct debit passbook or statement are indeed correct or that the amount can not be charged back for reasons that are not attributed to the Bank's fault, the Bank may, after notifying the cardholder, deduct the chargeback from cardholder's direct debit account on the payment date. Any remaining shortfalls still need to be paid by the cardholder and shall proceed according to Article 11.

The cardholder is required to pay the Bank a processing fee for retrieving sales slips or sales return slips from the Bank or the acquirer. This processing fee is NT\$50 per domestic transaction and NT\$100 per overseas transaction. The Bank may adjust the abovementioned fees provided that such changes are disclosed in a visible manner at the Bank's place of business or over its website.

#### **Article 11 Payment**

The cardholder agrees that, at the time the card is used for purchase, the Bank may earmark an amount equivalent to the purchase from balances available in the cardholder's direct debit account (the cardholder will not be able to withdraw or make use of the earmarked amount), and pay this sum to the merchant or the acquirer on the day the claim is made to the Bank (i.e. the payment date). If the merchant or the acquirer does not make claims to the Bank 30 calendar days after the transaction date, the Bank shall remove its earmark from the amount.

To avoid currency fluctuations that may cause the Bank to earmark an amount insufficient for the payment, the cardholder agrees that, for every overseas spending, the Bank may earmark an additional 5% on the transacted sum from balances available in the cardholder's direct debit account (the cardholder will not be able to withdraw or make use of the earmarked amount), and pay this sum to the merchant or the acquirer on the day the claim is made to the Bank (i.e. the payment date).

If the cardholder's direct debit account has insufficient balance to meet a payment on the payment date, the Bank may refuse to deduct balance for that transaction. In which case, the cardholder agrees for the Bank to make advanced payment for the transaction and place an earmark of equivalent sum on the cardholder's direct debit account, and in the meantime notify the cardholder to make up for the shortfall. Until the cardholder makes up the shortfall, the Bank may refuse to deduct balance for that transaction.

If the cardholder fails to make up the shortfall before the payment date, the Bank may impose an "overdue charge" (a default penalty) totaling NT\$200 for every month (or part thereof) starting from the day after the payment date until the day the proceeds are repaid in full. The Bank may adjust this penalty on a later date, provided that such changes are disclosed in a visible manner at the Bank's place of business or over its website.

In the above situation, the Bank may collect whatever balance is available in the cardholder's direct debit account on a daily basis starting from the payment

date until such time when all payables and overdue charges have been settled.

#### **Article 12 Authorization for foreign currency settlement**

All debit card transactions shall be settled in TWD. If a transaction (including online transactions) is made in a foreign currency, or an overseas transaction is made in TWD (including merchants with an overseas acquirer and online transactions), the cardholder authorizes E.SUN Bank to directly convert the amount into TWD at the exchange rate quoted by the international credit card organization on the settlement date, plus an overseas transaction service fee between 1.3% and 1.5% of the transaction amount (in which 0.8% to 1% is the fee collected by the international credit card organization. Please see the website of E.SUN Bank or statement for the latest service fee rates of international credit card organizations for overseas transactions.)

The cardholder authorizes the Bank to act as the foreign currency agent within the borders of Taiwan for the purpose of settling debit card transactions conducted overseas.

Should there be a change in exchange rate between the time the transaction is authorized and the time the transaction is cleared by the credit card organization, and therefore resulting in insufficient earmark placed on the cardholder's deposits, the cardholder will still be liable to make up for the shortfall.

#### **Article 13 Theft, misplacement or loss of the card**

If the debit card is misplaced, stolen, robbed, scammed or in any way possessed by a third party (collectively referred to as "lost"), the cardholder must notify the Bank immediately (within 24 hours after the above occurrence) by phone or other acceptable means to stop the card, and pay a fee of NT\$100 for every card reported lost (or NT\$20 if no replacement card is to be issued). If deemed necessary, the Bank may instruct the cardholder within ten days after the loss report to file a report at the local police department no later than three days after receiving the instruction. The Bank may adjust the above lost card fee as deemed necessary, provided that changes are publicly disclosed in a visible manner within the Bank's place of business or over its website. The Bank shall bear any losses caused by misuses of the card after the cardholder has reported the card as lost. In the following circumstances, however, the cardholder will still be responsible for losses even after the card has been reported lost:

- I. The cardholder has allowed the misuse of card by a third party, or gives the debit card to another user on purpose.
- II. The cardholder has conspired with a third party or a merchant to create fictitious transactions or to commit fraud.
- III. The cardholder intentionally or negligently reveals password (including OTP) or other means of identification to a third party used on automated service equipment, debit card activation process or other online transactions.

The cardholder shall bear a maximum of NT\$3,000 on losses incurred before the card is reported lost. In the following circumstances, however, cardholder is not required to share part of the losses (this Article does not apply to cash withdrawals, fund transfers and any transactions performed over an ATM that require the use of ATM password, for they are subject to comply with the terms and conditions of ATM cards outlined in the Bank's General Agreement for Account Opening):

- I. Misuse of the debit card had occurred in the 24 hours before the card was reported lost.
- II. 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.
- III. The impostor used the card to transact with certain merchants and within an amount that does not require signatures, which the Bank has later confirmed that the transactions were not initiated by the cardholder and nor was the cardholder part of the conspiracy.

If the 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 or meets any of the following descriptions, the cardholder's share of loss shall not be subject to the above limits:

- I. The cardholder was aware that the debit card had been lost but did not take the initiative to inform the Bank immediately, or that the cardholder failed to inform the Bank for more than 20 days after the first misuse of the card.
- II. The cardholder violated Article 7, Paragraph 1 of the agreement, failing to sign at the back of the debit card and gave a third party the opportunity to misuse the card.
- III. After the debit card was reported lost, 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.

For misuses of the cardholder's debit card by others as described in Article 8 Special Transactions, if any of the circumstances described in the clauses of Paragraph 2 of this Article or listed below apply, the cardholder will still be responsible for losses incurred by fraud before a loss report or an application for card re-issuance is filed with the Bank:

- I. The cardholder was aware that the debit card had been fraudulently used, but failed to immediately notify the Bank.
- II. The cardholder had been notified by the Bank to complete procedures for re-issuing the card, but failed to timely complete or refused to complete these procedures.
- III. After procedures requesting the debit card to be suspended and re-issued were complete, the cardholder failed to provide documents requested by the Bank, failed to assist in investigations, or engaged in other actions that violated the principle of good faith.

#### **Article 14 Card re-issuance, replacement, and renewal upon expiry**

The Bank may issue a replacement card upon the cardholder's request in the event that the cardholder reports the loss of the debit card in accordance with Article 13, or if the card has been rendered unusable due to smudges, demagnetization, scratches or other reasons (collectively referred to as "damages"). Unless the damages have been caused by the Bank, the cardholder shall be liable to pay charges listed in Paragraph 2 of this Article.

The cardholder shall pay relevant fees when applying for a new card, requesting a replacement card, reporting loss of a card, and using debit card functions. The cardholder also authorizes the Bank to collect such fees directly from the cardholder's account. These fees may be set at the Bank's discretion.

The debit card is valid from the day it is issued and expires at the end of the month specified on the card.

The Bank shall remind the cardholder to apply for a renewal card issue before the debit card expires, unless the underlying agreement is terminated due to reasons described in Article 18. However, the Bank may, for concerns such as risk, security, cardholder's financial strength, credibility, spending and repayment history etc, stop the debit card function and international withdrawals with magnetic trip function, once it has expired or become unusable for any reason, while retaining ATM functions such as domestic cash withdrawal, deposit, fund transfer and international withdrawal with IC on the old card. When the ATM Card expires and the cardholder don't have the willing of using, the cardholder must notify the Bank to terminate by Article 18 without having to state any reasons or bear any charges before the expire or renewal upon expiry within nine days. However, exceptions are given in situations where the cardholders used new card. The cardholder who apply for Card re-issuance, replacement, and renewal upon expiry should activate a card by the Bank accepts methods and the expired card are not allow to use..

#### **Article 15 Offset and discharge**

In the event that the agreement is terminated by the Bank according to Article 18, the Bank may take whatever deposits and debt entitlements the cardholder has over the Bank to settle any debts that cardholder owes to the Bank. (For check deposit accounts, the terms and conditions of the General Agreement for Account Opening allow the Bank to exercise its right of set off only after the check deposit account agreement is terminated) This offset shall be effected from the time the accounting entries are made. Once the 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 the Bank, then the offset shall proceed according to the priorities outlined in Articles 321 to 323 of the Civil Code. However, the Bank may specify a priority of offset that supersedes Article 323 of the Civil Code if it works in the cardholder's favor.

#### **Article 16 Agreement amendment**

The Bank shall notify the cardholder any future changes made to the terms of the agreement in writing or using any methods permitted by law. The cardholder would be deemed to have accepted the change if no objection is raised within seven days. For the following changes, however, the Bank shall notify the cardholder through writing, electronic message, or public announcement at the Bank's place of business or over its website at least 60 days before taking effect. These notices and announcements must explain in details the changes made and compare the original to the revised terms in a clear, visible manner, while giving the cardholder the option to object before taking effect, and that the cardholder would be considered as having consented to the changes if no objection is raised within the given period. In which case, the cardholder also needs to be informed that the cardholder may terminate this agreement within the given time using the methods described in Article 18, Paragraph 3, if there are any objections with regards to the new terms.

- I. Increases in annual fees, service charges and expenses of any kind to be borne by the cardholder.
- II. Methods through which the cardholder may report loss or damage of the debit card to the Bank.
- III. The cardholder's rights and obligations if another party has been authorized to use the debit card.
- IV. Debit card transaction querying procedures.

V. Other matters stipulated by the competent authority.

#### **Article 17 Restriction of use**

The Bank may reduce the cardholder's daily spending limit or suspend use of the debit card without prior notice if the cardholder exhibits any one of the following:

- I. Violation against Article 5, Paragraphs 2, 3 or 4.
- II. The cardholder maintains insufficient balance in the direct debit account to pay for purchases for two consecutive months from the payment date.
- III. The cardholder declares bankruptcy or is declared bankrupt in accordance with the Bankruptcy Act, or has been blacklisted by Taiwan Clearing House.
- IV. 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, declares bankruptcy or is declared bankrupt under the Bankruptcy Act, undergoes or is forced to undergo restructuring, ceases business operations or is liquidated.
- V. The cardholder is sentenced for a criminal offense or has main properties seized by the court.
- VI. The cardholder uses the debit card for inappropriate purposes or the Bank suspects the cardholder's account to be used for inappropriate purposes. In which case the Bank may suspend or terminate use of the debit card at any time, and recover the card to have it voided.
- VII. The cardholder's account has been placed on alert.
- VIII. The cardholder is ordered by a court to be subjected to guardianship or assistance.
- IX. If the purchase involves goods with high liquidity, the store where the cardholder works, or any high-risk merchants identified by the National Credit 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 the 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 Bank may reduce the cardholder's daily spending limit or suspend use of the debit card without prior notice if the cardholder exhibits any one of the following:

- I. The cardholder violates Article 2, Paragraph 2, and the Bank is unable to establish contact using the mailing address and telephone number provided at the time of application.
- II. The cardholder maintains insufficient balance in the direct debit account to pay for purchases continuously for one month from the payment date.
- III. The cardholder violates Article 4, Paragraph 1, and attempts to use the debit card for purchases exceeding the available balance of the direct debit account.
- IV. 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 person-in-charge, representative or manager has checks returned due to insufficient deposit balance.
- V. The cardholder has had credit/debit cards suspended or credit/debit card agreements terminated by other card issuers.
- VI. The cardholder is subjected to enforcement, provisional seizure, provisional disposition or other debt-securing measures.
- VII. The cardholder is sued for other debt-related disputes, or is investigated or prosecuted for criminal offense.
- VIII. The cardholder fails repay debts owed to the Bank (including the Bank's head office and branches), or exhibits delays in repaying principals or interests on debts owed to other creditors.
- IX. The cardholder fails to fulfill guarantee obligations in accordance with agreements.

The Bank may reinstate cardholder's daily spending limit or use of the debit card when the situations described in Paragraphs 1 and 2 no longer apply, or if the Bank accepts the explanations provided by the cardholder, or if the cardholder settles part of the debts owed or provides suitable collaterals.

#### **Article 18 Termination of this agreement**

The cardholder may visit the Bank and terminate this agreement in the method described in Paragraph 2 of this Article at any time.

The Bank may terminate this agreement by notifying the cardholder in writing or using any other agreed methods, should the cardholder exhibit any of the conditions described in Paragraph 1 or 2 of the preceding Article, or when the debit card is due to expire. To terminate the agreement, the cardholder must approach the Bank in person.

Once the cardholder's direct debit account agreement is terminated, this agreement shall also be voided at the same time.

The cardholder may no longer use the debit card once the agreement is terminated (even if the card is not due to expire).

The Bank may, for concerns such as risks, security, cardholder's financial strength, credibility, spending and repayment history etc, suspend or cancel cardholder's debit card function by giving a one-month written notice in advance.

#### **Article 19 Governing laws**

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

#### **Article 20 Court of jurisdiction**

The Cardholder agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

#### **Article 21 Business outsourcing**

The cardholder agrees that the Bank may outsource transaction processing and other operations relevant to this agreement (e.g.: customer data entry; data uploading, processing and exporting; account receivables collection and legal proceedings; information system development, monitoring and maintenance; statement printing, binding and delivery; document filing; card production and delivery; marketing; and any [justified gathering, processing, cross-border transmission and use of personal information]) to suitable third parties or members of various credit card organizations if deemed necessary, subject to the governance or approval of the authority. The cardholder further agrees for the Bank to provide personal information to the abovementioned third parties. These third parties are also bound to comply with laws and maintain secrecy when processing or making use of the cardholder's personal information.

#### **Article 22 Miscellaneous**

In addition to this agreement, the cardholder also needs to comply with the Bank's terms and conditions on demand deposit accounts and ATM cards.

Any matters that are not addressed in this agreement or attachments thereof shall be governed by the Bank's policies or separately agreed between the two parties.

## **IV. Terms and Conditions and Important Notes on Debit Card with EasyCard services (2021.11 Version)**

### **E.SUN Bank Special Clauses for Debit Card with EasyCard services**

#### **Article 1 Terminology**

**Debit Card with EasyCard service:** Refers to a chip-based card issued by the Bank in collaboration with "Easycard Corporation" that incorporates functionalities of a debit card and an Easycard. The Easycard functionality is cardholder-specific, which allows the cardholder to stop services and claim refunds if the card is lost. To enable services, the cardholder must agree to provide personal information to Easycard Corporation.

**Easycard:** Refers to a stored value card that Easycard Corporation has issued in the name "Easycard." Easycard holders may store monetary values and use them to pay transportation, parking and other services or goods within the boundaries permitted by law. The "Easycard" functionality attached to a Debit Card with EasyCard service is equivalent to an ordinary Easycard. Any new card types issued on a later date shall be subject to the eligibility criteria of Easycard Corporation and the latest announcements made by the Bank.

**Autoload:** Refers to an arrangement between the cardholder and the Bank that, when using Easycard functions of a Debit Card with EasyCard service, a certain amount of money is automatically collected from the Principal's account associated with the Debit Card with EasyCard service and added into EasyCard balance using connected equipment (including AVM and EDCs for small purchases; ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide Autoload services; refer to the website of Easycard Corporation for the latest availability) whenever the stored value is insufficient to make the current purchase. Autoload is treated the same as any other ordinary purchases made using a debit card.

**Balance transfer:** Refers to the transfer of the "Easycard" balance within the Debit Card with EasyCard service into an account specified by the cardholder. If the Easycard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account. Balance transfer takes approximately 45 working days to complete.

**Associated merchant:** Refers to a merchant that has signed a written agreement with Easycard Corporation to accept Easycards for goods and services purchased by consumers and any payments allowed by the authority.

**Deferred goods or services:** Refers to transactions where goods or services are delivered over a certain period of time, as compared to one-time delivery.

#### **Article 2 Use of EasyCard**

**Initial use:**

The Easycard function of a Debit Card with EasyCard service is readily available without activation. A newly issued or replaced Debit Card with EasyCard service has an Easycard balance of zero. To use the Autoload service, the cardholder needs to activate both the debit card and the Autoload function. If the cardholder has used the EasyCard function without activating the Debit Card, the cardholder should remain liable for any debts of Autoload service. Autoload can not be de-activated after it has been activated by the cardholder.

**Scope of use:**

The use of Easycard is granted by Easycard Corporation. The cardholder may spend Easycard balances for purposes outlined in Easycard Corporation's relevant Terms of Service and announcements. For details, please refer to the website: [www.easycard.com.tw](http://www.easycard.com.tw).

**Top-up methods and limitations:**

The Easycard balance can be topped up repeatedly. Card balance is subject to the maximum limit imposed by EasyCard Corporation (the current limit per card is NT\$10,000). The cardholder may top-up Easycard balance using the following methods:

**Autoload:** A Debit Card with EasyCard service with the Autoload function activated will automatically collect multiples of NT\$500 from the Principal's account through the connected Autoload equipment (including AVM and EDCs for small purchases; ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide Autoload services; refer to the website of EasyCard Corporation for the latest availability) whenever the Easycard balance is insufficient to make the current purchase. The scope and limitation of Autoload services are subject to the latest regulations and announcements by Easycard Corporation and the Bank. The Autoload service does not incur service charges.

**Manual top-up:** The cardholder may top-up Easycard balance with cash at designated traffic offices, associated merchants, and any other locations announced by Easycard Corporation. Each top-up must be a multiple NT\$100.

**Machine top-up:** The cardholder may top-up Easycard balance with cash using add value machines (AVM) and other selling machines installed by EasyCard Corporation at designated locations (including but not limited to MRT stations, and public/private carparks). Each top-up must be NT\$100 or a multiple thereof.

**Card expiry:** The Easycard function has the same expiry as the debit card it is attached to. When the Debit Card with EasyCard service expires, both Easycard and Autoload functions will also be terminated.

No interest shall accrue on any balance in a Debit Card with EasyCard service. In addition to maintaining deposit provision in accordance with Article 18, Paragraph 1 of Act Governing Issuance of Electronic Stored Value Cards, EasyCard Corporation shall be required to transfer any balance in Debit Card with EasyCard service on trust in accordance with the said Act Governing Issuance of Electronic Stored Value Cards and relevant laws and regulations in order to protect the cardholder's interest. Where EasyCard Corporation entrusts the funds collected from issuance of Debit Card with EasyCard service to trust operations, the trustees so entrusted and beneficiaries shall be EasyCard Corporation and not the cardholders. As such the trust operation manages and handles the trust asset on behalf of EasyCard Corporation and not the cardholders. However, a cardholder can request that EasyCard Corporation or trust operation to provide photocopies of the relevant provisions in the trust contracts. A cardholder shall have priority over other creditors and shareholders of EasyCard Corporation with respect to repayment of debts incurred by EasyCard Corporation with respect to the trust assets deposited with trust operation.

**Non-transferability of Easycard balance:** When the debit card is superseded by replacement issue due to expiry or damage, the Easycard balance can not be carried forward into the new card or any type of card. The remaining Easycard balance can only be refunded back into the cardholder's designated account.

Purchases with Easycard at any associated merchant are subject to a limit of NT\$1,000 per transaction and NT\$3,000 per day. However, neither the single nor the daily transaction limit applies to government collections, utility bills, tuition fees, medical spending, public transportation (including cable cards and public bicycles), parking fees or any other payments specially approved by the authority.

The cardholder may not alter or allow others to alter any part of the Debit Card with EasyCard service, including but not limited to removing the Debit Card with EasyCard service chip, antenna or tamper with data stored inside the Debit Card with EasyCard service. The Bank and Easycard Corporation may claim compensation against the cardholder for any costs, expenses, losses or damages that are attributable to the cardholder's violation against the above terms.

If the Debit Card with EasyCard service holder fails to notify the Bank of any changes to the contact address or contact information specified in the application form, the Bank and Easycard Corporation shall continue delivering future correspondences to the cardholder's last known address or the contact address specified in the application form. Once the Bank or Easycard Corporation has sent their correspondences to the cardholder's last known address or to the address specified in the application form, they would be deemed received after the usual time of delivery has elapsed. The Easycard balance does not accrue interest, and is protected by Easycard Corporation through a trust arrangement.

#### **Article 3 Misplacement, theft, damage and loss of the Debit Card with EasyCard service**

The Debit Card with EasyCard service is the property of the Bank. The cardholder has the responsibility to maintain proper custody of the card within the duty of care as a prudent manager, and prevent it from misplacement, theft, fraud, damage or possession by any third party. The cardholder shall also avoid revealing card-related information to others.

If the Debit Card with EasyCard service is misplaced, stolen or in any way lost (collectively referred to as "lost"), the cardholder must notify the Bank or its designated agents immediately to have the debit card stopped, and pay a service fee of NT\$100 to suspend Easycard's Autoload function when applying for a replacement card. If it so deems necessary EasyCard Corporation should notify the cardholder within ten (10) days of the latter reporting loss of Debit Card with EasyCard service, and requires the cardholder to file a report with local police authority or submit supplementary written notice to EasyCard Corporation within three (3) days of receipt of such notice. Where the cardholder fails to furnish the documents requested by EasyCard Corporation after filing a loss report, refuses to assist in an investigation, fails to file a police report or conducts itself in breach of good faith, it shall be held solely liable for all losses arising from its Debit Card with EasyCard service being used by others. Refer to the Bank's debit card terms and conditions of details on cardholders' rights and obligations in the event that the card is lost.

In the event of a misuse, losses that have been topped up using the Autoload function at any time between 24 hours before the Debit Card with EasyCard service is reported lost until 3 hours after the loss is reported will be processed in accordance with the debit card terms and conditions. Misuses of existing Easycard balance within the first three hours after reporting the loss shall be borne by the cardholder, and any amount after the first three hours shall be borne by EasyCard Corporation. Within 45 working days after the card is reported lost, the Bank will collect back any amount it has prepaid for Autoload top-ups into the misused card from the balance maintained on record by Easycard Corporation as of three hours after the lost is reported. Any remaining balances will be refunded back into the cardholder's designated account. However, if the record shows a negative balance as of three hours after the loss report, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected by the Bank from the cardholder's designated account, regardless of whether the Autoload function is active.

Where the Debit Card with EasyCard service is lost, stolen or destroyed for reasons attributable to the Bank or EasyCard Corporation, no fee shall be levied on the cardholder for issuance of a replacement card.

#### **Article 4 Replacement and renewal of Debit Card with EasyCard service**

If the cardholder loses the Debit Card with EasyCard service, the Bank may issue a new card with exactly the same functionality but zero Easycard balance upon the cardholder's request.

The cardholder may apply to issue a replacement card if the Debit Card with EasyCard service is rendered unusable due to smudges, demagnetization, scratches, malfunction or damages of any kind. Autoload and Easycard functions will be de-activated on the old card as a result. In such a case, the cardholder shall maintain the card and its chip intact and proceed to the Bank's branch for application for replacement. The new replacement card shall have an Easycard balance of zero. Easycard balances of the old card will be credited into the cardholder's designated account within 45 working days after

the Bank receives the damaged card. If the Easycard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account.

When a Debit Card with EasyCard service expires, the Easycard function will be rendered unusable and Autoload will also be de-activated at the same time. Unless it is due to occurrence of any event that would terminate the Debit Card with EasyCard service agreement, the Bank agrees to issue a new card to the cardholder with an Easycard balance of zero when the existing Debit Card with EasyCard service expires. Easycard balances of the expired card will be credited into the cardholder's designated account within 45 working days after expiry. If the Easycard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account.

#### **Article 5 EasyCard suspension and procedures for processing EasyCard balance**

Within the valid period of the Debit Card, to suspend the Easycard function, the cardholder may request for a full refund of Easycard balance through one of the following channels:

Visit the Easycard customer service center with an identity proof, and the Easycard balance will be refunded in cash net of processing fees for the termination. The debit card function remains available.

Use an AVM located at any MRT station to perform the return. The Easycard balance will be refunded by the Bank to the cardholder's designated account, while the debit card function remains available.

Send the card back to the Bank in pieces via registered mail, and the Bank will process a "balance transfer." If the cardholder fails to send the card back to the Bank, the cardholder should remain liable for the debts of all the transactions and Autoload service which are made after the "balance transfer."

#### **Article 6 Procedures for transaction records and card balance queries**

The cardholder may use the "Easycard inquiry terminal" or approach offices located at various MRT stations to check the Easycard balance and the last six transactions. The cardholder may also contact Easycard Corporation for card-related queries by dialing: 412-8880 (or 02-412-8880 for mobile users and Kinmen/Matsu residents), address: 13F, No. 3-1, Yuanqu St., Nangang District, Taipei City.

The Bank must show the date and amount of Autoload transactions in the cardholder's debit card passbook or statement.

Should the cardholder have any queries regarding the transaction history or the balance, the cardholder may raise a validation request to the Bank by submitting relevant documents before the payment due date.

For Easycard purchases where deferred goods are not delivered or where the cardholder holds disputes regarding the services provided, the cardholder may appeal the purchase to Easycard Corporation if the dispute can not be resolved with the associated merchant. Doing so would require the cardholder to submit a proof of transaction (e.g. original purchase order for deferred goods or services, original invoice or other documents suffice to prove the transaction) and the card used for the purchase to Easycard Corporation. Once verified, Easycard Corporation will return payments back to the cardholder.

#### **Article 7 Termination events**

The Bank may suspend or terminate the cardholder's use of Easycard functions if the cardholder is found to have violated the terms of the agreement or exhibits any of the following; in which case, the Bank will instruct Easycard Corporation to perform balance transfer and use the proceeds to repay any outstanding amounts the cardholder has purchased with the card, and terminate Autoload function in the meantime:

The cardholder purchases an illegal product, service or transaction using the Debit Card with EasyCard service with an "Easycard" associated merchant or at a location specified by the Bank.

The cardholder conspires with a third party or an associated merchant to create fictitious transactions or commit fraud, or exchanges the card for cash, loans or any illegitimate gains.

The cardholder violates the Bank's debit card terms and conditions, or that the Bank suspends or cancels uses of the debit card or terminates the debit card agreement.

#### **Article 8 Procedures for processing payables**

Any processing fees, commissions and other charges that the cardholder is liable to pay under these clauses shall be claimed collectively as debit card payables.

However, charges for the following services that are provided by Easycard Corporation at the cardholder's request shall be collected by Easycard Corporation either separately from the cardholder or directly from the cardholder's Easycard balance:

Termination charges: The cardholder is required to pay Easycard Corporation a fee of NT\$20 when requesting for a full refund of remaining balance. (The NT\$20 fee shall be waived if the card has been used for 5 times or more and has been held for 3 months or longer)

Transaction inquiry charges: In addition to making free inquiries on card balance and the 6 most recent transactions using an automated service machine offered by Easycard Corporation, the cardholder may also approach Easycard Corporation to make inquiries on full transaction details for the last 5 years, subject to a fee of NT\$20 for the first page and NT\$5 for every page thereafter.

(Example #1: an inquiry on Easycard transaction history between August 1 and August 5 returned one page of details; total charges payable were NT\$20.  
Example #2: an inquiry on Easycard transaction history between August 1 and December 25 returned 3 pages of details; total charges payable shall be NT\$20 for the first page + NT\$5 for the second page + NT\$5 for the third page = NT\$30.)

#### **Article 9 Amendment to these Terms and Conditions**

All further changes to the special clauses shall be effected according to the Bank's debit card terms and conditions.

#### **Article 10 Miscellaneous**

Any other uses of Easycard functions associated with the Debit Card with EasyCard service that are not explained here shall be governed by the E.SUN Commercial Bank's debit card terms and conditions, the "Easycard Terms and Conditions" relevant Terms of Service of Easycard Corporation, and announcements made by the two companies.

#### **Important notes on Debit Card with EasyCard service**

##### **Article 1**

Autoload: A Debit Card with EasyCard service with the Autoload function activated will automatically collect multiples of NT\$500 from the cardholder's account through the connected Autoload equipment whenever the Easycard balance is insufficient to make the current purchase.

##### **Article 2**

Ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide Autoload services. The Debit Card with EasyCard service needs to have Easycard balance topped up with cash at these places before making purchase. Autoload service can only be performed using an AVM and EDC for small purchases (such as devices used in convenience stores).

##### **Article 3**

The Easycard function of the Debit Card with EasyCard service can not be used to purchase Taiwan High Speed Rail tickets.

## **V. E.SUN Bank Pi Wallet Debit Card with EasyCard service Special Clauses and Important Notes (2021.11 Version)**

### **Article 1 Terminology**

The terminology used in this agreement is explained below:

- I. "Pi Wallet Debit Card with EasyCard service": Refers to an IC ATM card with debit card and EasyCard functions jointly issued by E.SUN Bank (hereinafter referred to as the "Bank"), Pi Technology Inc., and EasyCard Corporation. In addition to being used for domestic cash withdrawal, Smart Pay and fund transfer within the boundaries and terms of the Bank's IC ATM card agreement, the card may also be used to make purchases against signature at local and overseas merchants, in which the Bank has been instructed by the cardholder to collect proceeds from the cardholder's TWD demand deposit account to fulfill the merchant's claim. The card does not have a credit function, and does not offer cash advance or overdraft services. The Easycard functionality is cardholder-specific, which allows the cardholder to stop services and claim refunds if the card is lost.
- II. "Cardholder": Refers to a customer whom the Bank has approved and issued a Pi Wallet Debit Card with EasyCard service to.
- III. "Acquirer": Refers to a financial institution that has been authorized by a credit card organization to pay for the cardholder's purchases in advance when claimed by merchants.
- IV. "Designated merchant": Refers to a retailer that has signed a merchant agreement with the acquirer to accept Pi Wallet Debit Card with EasyCard service as a form of payment.
- V. "Daily spending limit": Refers to the maximum limit the Bank has imposed on the cardholder's cumulative use of Pi Wallet Debit Card with



- EasyCard service in any given day.
- VI. "Debit date": Refers to the date the Bank is instructed by the cardholder to collect a certain sum from the designated account and pay the acquirer or merchant for the cardholder's purchases.
  - VII. "Settlement date": Refers to the date the Bank or its authorized agent converts the cardholder's overseas purchase into TWD at the rate specified by the credit card organization.
  - VIII. "Pi Wallet App": Refers to software provided by Pi Technology Inc. for users to download and install on their mobile device, which may be used to apply for third party payment/collection services, make inquiries, and give transaction instructions. The software includes but is not limited to the app developed and provided by Pi Technology Inc. for download, and websites, apps, or SDK developed and licensed to other companies for use in the companies' apps, which can be used to access the third party payment/collection services provided by Pi Technology Inc.
  - IX. EasyCard: Refers to a stored value card that EasyCard Corporation has issued in the name "EasyCard." EasyCard holders may store monetary values and use them to pay transportation, parking and other services or goods within the boundaries permitted by law. The "EasyCard" functionality attached to a Pi Wallet Debit Card with EasyCard service is equivalent to an ordinary EasyCard. Any new card types issued on a later date shall be subject to the eligibility criteria of EasyCard Corporation and the latest announcements made by the Bank.
  - X. Autoload: Refers to an arrangement between the cardholder and the Bank that, when using EasyCard functions of Pi Wallet Debit Card with EasyCard service, a certain amount of money is automatically collected from the Principal's account associated with the Debit Card with EasyCard service and added into EasyCard balance using connected equipment (including AVM and EDCs for small purchases; ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide Autoload services; refer to the website of EasyCard Corporation for the latest availability) whenever the stored value is insufficient to make the current purchase. Autoload is treated the same as any other ordinary purchases made using a debit card.
  - XI. Balance transfer: Refers to the transfer of the "EasyCard" balance within the Pi Wallet Debit Card with EasyCard service into an account specified by the cardholder. If the EasyCard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account. Balance transfer takes approximately 45 working days to complete.
  - XII. Associated merchant: Refers to a merchant that has signed a written agreement with EasyCard Corporation to accept EasyCards for goods and services purchased by consumers and any payments allowed by the authority.
  - XIII. Deferred goods or services: Refers to transactions where goods or services are delivered over a certain period of time, as compared to one-time delivery.

#### **Article 2 Application**

To apply for a debit card, the Applicant must be a natural person who is a citizen of Taiwan or foreigner (including Mainland resident) aged 15 or above who has opened a deposit account with the Bank. Only one card may be issued for each master account. Holders of E.SUN ATM Cards may also apply to convert it into a debit card.

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 the Bank. The Applicant also needs to have an TWD demand deposit account opened with the Bank and associate it with the debit card so that amounts can be debited directly (referred to as the "direct debit account"). The cardholder must notify the Bank of any changes made to details specified in the application.

#### **Article 3 Gathering, use, processing and cross-border transmission of personal information**

The Applicant or cardholder shall give consents to the Bank, the counterparty financial institutions, Joint Credit Information Center, National Credit Card Center, any eligible users of personal information and any third parties that the Bank engages to perform its service to collect, process, transmit cross-border, and use their personal information to the extent permissible by law.

To enable cardholder services, the Applicant or cardholder agrees that the Bank may provide his/her personal information to Pi Technology Inc. when issuing a Pi Wallet Debit Card with EasyCard service.

The Bank shall not reveal the Applicant or cardholder's information to any third party other than the institutions mentioned above without the owner's permission or mandate of relevant regulations.

#### **Article 4 Spending limits**

The cardholder's spending limits are capped by the balance available within the designated direct debit account. The card can not be used for purchases when there is insufficient balance in the account.

The amount of spending plus cash withdrawals using the same card shall not exceed NT\$150,000 in any given day. Overseas spending are converted into TWD equivalents and are also subject to the limit. The Bank may adjust the daily spending limit at any time, provided that such changes are published in the Bank's place of business or website.

#### **Article 5 Basic obligations of the parties in the agreement**

The Bank shall process the cardholder's Pi Wallet Debit Card with EasyCard service transactions 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 transactions.

The Pi Wallet Debit Card with EasyCard service is the property of the Bank, which the cardholder has a duty to hold and use in good care. The Bank authorizes the cardholder to use the Pi Wallet Debit Card with EasyCard service before the specified expiry date. The card can not be surrendered, lent, placed as security or in any other way possessed or used by a third party. The cardholder will be solely liable for any losses that arise due to violation against this rule.

The cardholder must not conspire with a third party or a merchant to create fictitious transactions or commit fraud, or exchange the Pi Wallet Debit Card with EasyCard service for cash, loans or any gains.

The Bank reserves the right to authorize or reject the cardholder's use of the Pi Wallet Debit Card with EasyCard service if the purchase involves highly liquid goods or any high-risk merchants identified by the National Debit Card Center of R.O.C., or if the transaction is suspected fictitious or fraudulent due to the unusual time and location at which it takes place.

The cardholder shall be liable to settle any amount payable that arises due to violation against Paragraphs 2 to 4 of this Article.

Except in situations where the cardholder has reported the card as lost according to Article 15, the cardholder will still be liable to pay for purchases that are made at times when the system is off-line, and special purchases that do not require the cardholder's signature.

The Bank has a duty to ensure the truthfulness of its advertisements, and shall bear obligations no lesser than what have been advertised. However, unless specifically explained otherwise, any credit card-related campaigns, services or agreements offered by the Bank shall be exclusive to credit card holders only, and are not applicable to Pi Wallet Debit Card with EasyCard service holders.

The cardholder shall maintain secrecy and refrain from revealing to any third party the password or other means of identification used on automated service equipment (e.g. Internet banking, phone banking, ATM, WebATM etc).

#### **Article 6 Agreement review period**

The Applicant may terminate this agreement at the Bank using the method described in Article 18, Paragraph 2, at any time within 7 days after receiving the Pi Wallet Debit Card with EasyCard service without having to state any reasons or bear any charges. However, the agreement can not be terminated once the newly issued card is used.

#### **Article 7 General transactions**

Upon receiving the Pi Wallet Debit Card with EasyCard service, the cardholder must sign immediately at the back of the card to reduce the chances of it being misused by a third party.

When using the Pi Wallet Debit Card with EasyCard service for a purchase, the cardholder will be presented with a sales slip which the cardholder is required to verify the details before signing. 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 Pi Wallet Debit Card with EasyCard service, the cardholder shall obtain a sales return slip from the merchant and sign after confirming all details. 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 shall reject the cardholder's Pi Wallet Debit Card with EasyCard service transactions in the following circumstances:

- I. The Pi Wallet Debit Card with EasyCard service appears to be forged, altered, or is damaged, broken, punctured, badly signed or has had the signature altered.

- II. The Pi Wallet Debit Card with EasyCard service has expired or has been reported lost according to Article 13, Paragraph 1, or that the underlying agreement has been terminated.
- III. The Bank has suspended the cardholder's use of the Pi Wallet Debit Card with EasyCard service.
- IV. The cardholder's signature on the sales slip is different to the pattern shown at the back of the Pi Wallet Debit Card with EasyCard service, or that there are other ways to prove that the Pi Wallet Debit Card with EasyCard service is not being used by the cardholder the Bank has approved.
- V. The current transaction exceeds the Bank's cumulative daily spending limit or the cardholder's available balance in the designated account. However, exceptions are given in situations where the Bank has specially approved the merchant to accept use of the Pi Wallet Debit Card with EasyCard service.

The merchant may refuse to return the Pi Wallet Debit Card with EasyCard service back to the user in situations described under Subparagraphs 1, 2 or 4 above.

Complaints/appeals can be raised to the Bank if the cardholder encounters a situation where the merchant rejects use of the Pi Wallet Debit Card with EasyCard service for reasons other than the one stated in Subparagraph 4, or if the merchant demands additional charges for use of the Pi Wallet Debit Card with EasyCard service. Upon receiving the complaint/appeal, the Bank shall investigate or engage the acquirer to investigate the matter and inform the cardholder of the progress according to its operating policies. The Bank shall be liable to compensate any losses caused to the cardholder if the merchant's decisions above are found to have been the result of the Bank's negligence.

#### **Article 8 Special transactions**

All transactions using the Pi Wallet Debit Card with EasyCard service must be established through the merchant's connected equipment; no purchases or payments shall be made using methods such as mail order, phone order, fax order etc where the card is not connected to a machine, and no cash withdrawals can be made overseas. To use the Pi Wallet Debit Card with EasyCard service for transactions over the Internet or electronic data interchange (EDI), a separate agreement needs to be established with the Bank in advance. The Bank may redefine the special transactions above at any time, provided that such changes are published at the Bank's place of business or on the Bank's website.

#### **Article 9 Card statement**

The Bank shall display details of purchases made entry-by-entry in the cardholder's TWD direct debit passbook or electronic statements (hereinafter called "statements" which said statements shall be sent only to designated e-mail account), and make them regularly available to the cardholder. The cardholder may inquire transaction details by updating the passbook or by accessing the Bank's electronic banking platform. Statements shall be delivered in printed or electronic form. The cardholder may inquire and request the Bank to resend the current statement if it is not received within seven days after its scheduled delivery date.

#### **Article 10 Account dispute processing procedures**

The cardholder shall resolve any disputes with the merchant regarding the quality, volume and amount of goods or services delivered, and can not use them as excuses to have the Bank return the paid proceeds.

Should the cardholder have doubts toward the transaction or to details contained in the statement, direct debit passbook, or online banking statement, a request can be raised to the Bank within 30 days after the transaction date along with detailed reasoning and supporting documents to have the Bank retrieve sales slips or sales return slips from its or the acquirer's database, or to have the Bank chargeback the amount from the acquirer or the merchant according to the policies of the credit card organization. If the amount in question is charged back before the dispute is resolved, the Bank may withhold it (during it is inaccessible to the cardholder) until the matter is clarified.

Details of the direct debit passbook or statement would be deemed correct if no queries are made by the cardholder according to the above.

If the Bank charges back the amount in question from the acquirer or the merchant according to Paragraph 2, but later finds out that details contained in the direct debit passbook or statement are indeed correct or that the amount can not be charged back for reasons that are not attributed to the Bank's fault, the Bank may, after notifying the cardholder, deduct the chargeback from cardholder's direct debit account on the payment date. Any remaining shortfalls still need to be paid by the cardholder and shall proceed according to Article 12.

The cardholder is required to pay the Bank a processing fee for retrieving sales slips or sales return slips from the Bank or the acquirer. This processing fee is NT\$50 per domestic transaction and NT\$100 per overseas transaction. The Bank may adjust the abovementioned fees provided that such changes are disclosed in a visible manner at the Bank's place of business or over its website.

#### **Article 11 Procedures for transaction records and card balance queries**

The cardholder may inquire P Coin transaction records that year using the "Pi Wallet App", and call customer services of Pi Technology Inc. for P Coin transaction related issues.

For purchases using P Coins in the Pi Wallet app where deferred goods are not delivered or where the cardholder holds disputes regarding the services provided, the cardholder may appeal the purchase to Pi Technology Inc. if the dispute cannot be resolved with the associated merchant. Doing so would require the cardholder to submit a proof of transaction (e.g. original purchase order for deferred goods or services, original invoice or other documents suffice to prove the transaction) and the card used for the purchase to Pi Technology Inc. Once verified, Pi Technology Inc. will return payments back to the cardholder.

#### **Article 12 Payment**

The cardholder agrees that, at the time the card is used for purchase, the Bank may earmark an amount equivalent to the purchase from balances available in the cardholder's direct debit account (the cardholder will not be able to withdraw or make use of the earmarked amount), and pay this sum to the merchant or the acquirer on the day the claim is made to the Bank (i.e. the payment date). If the merchant or the acquirer does not make claims to the Bank 30 calendar days after the transaction date, the Bank shall remove its earmark from the amount.

To avoid currency fluctuations that may cause the Bank to earmark an amount insufficient for the payment, the cardholder agrees that, for every overseas spending, the Bank may earmark an additional 5% on the transacted sum from balances available in the cardholder's direct debit account (the cardholder will not be able to withdraw or make use of the earmarked amount), and pay this sum to the merchant or the acquirer on the day the claim is made to the Bank (i.e. the payment date).

If the cardholder's direct debit account has insufficient balance to meet a payment on the payment date, the Bank may refuse to deduct balance for that transaction. In which case, the cardholder agrees for the Bank to make advanced payment for the transaction and place an earmark of equivalent sum on the cardholder's direct debit account, and in the meantime notify the cardholder to make up for the shortfall. Until the cardholder makes up the shortfall, the Bank may refuse to deduct balance for that transaction.

If the cardholder fails to make up the shortfall before the payment date, the Bank may impose an "overdue charge" (a default penalty) totaling NT\$200 for every month (or part thereof) starting from the day after the payment date until the day the proceeds are repaid in full. The Bank may adjust this penalty on a later date, provided that such changes are disclosed in a visible manner at the Bank's place of business or over its website.

In the above situation, the Bank may collect whatever balance is available in the cardholder's direct debit account on a daily basis starting from the payment date until such time when all payables and overdue charges have been settled.

#### **Article 13 Authorization for foreign currency settlement**

All Pi Wallet Debit Card with EasyCard service transactions shall be settled in TWD. If a transaction (including online transactions) is made in a foreign currency, or an overseas transaction is made in TWD (including merchants with an overseas acquirer and online transactions), the cardholder authorizes the Bank to directly convert the amount into TWD at the exchange rate quoted by the international credit card organization on the settlement date, plus an overseas transaction service fee between 1.3% and 1.5% of the transaction amount (in which 0.8% to 1% is the fee collected by the international credit card organization. Please see the website of the Bank or statement for the latest service fee rates of international credit card organizations for overseas transactions.)

The cardholder authorizes the Bank to act as the foreign currency agent within the borders of Taiwan for the purpose of settling Pi Wallet Debit Card with EasyCard service transactions conducted overseas.

Should there be a change in exchange rate between the time the transaction is authorized and the time the transaction is cleared by the credit card organization, and therefore resulting in insufficient earmark placed on the cardholder's deposits, the cardholder will still be liable to make up for the shortfall.

#### **Article 14 Use of EasyCard**

- I. Initial use: The EasyCard function of a Pi Wallet Debit Card with EasyCard service is readily available without activation. A newly issued or replaced Debit Card with EasyCard service has an EasyCard balance of zero. To use the Autoload service, the cardholder needs to activate both the

debit card and the Autoload function. If the cardholder has used the EasyCard function without activating the Pi Wallet Debit Card, the cardholder should remain liable for any debts of Autoload service. Autoload can not be de-activated after it has been activated by the cardholder.

- II. Scope of use: The use of EasyCard is granted by EasyCard Corporation. The cardholder may spend EasyCard balances for purposes outlined in EasyCard Corporation's relevant Terms of Service and announcements. For details, please refer to the website: [www.easycard.com.tw](http://www.easycard.com.tw).
- III. Top-up methods and limitations: The EasyCard balance can be topped up repeatedly. Card balance is subject to the maximum limit imposed by EasyCard Corporation (the current limit per card is NT\$10,000). The cardholder may top-up EasyCard balance using the following methods.
  - (I) Autoload: A Pi Wallet Debit Card with EasyCard service with the Autoload function activated will automatically collect multiples of NT\$500 from the Principal's account through the connected Autoload equipment (including AVM and EDCs for small purchases; ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide Autoload services; refer to the website of EasyCard Corporation for the latest availability) whenever the EasyCard balance is insufficient to make the current purchase. The scope and limitation of Autoload services are subject to the latest regulations and announcements by EasyCard Corporation and the Bank. The Autoload service does not incur service charges.
  - (II) Manual top-up: The cardholder may top-up EasyCard balance with cash at designated traffic offices, associated merchants, and any other locations announced by EasyCard Corporation. Each top-up must be a multiple NT\$100.
  - (III) Machine top-up: The cardholder may top-up EasyCard balance with cash using add value machines (AVM) and other selling machines installed by EasyCard Corporation at designated locations (including but not limited to MRT stations, and public/private carparks). Each top-up must be NT\$100 or a multiple thereof.
- IV. Card expiry: The EasyCard function has the same expiry as the debit card it is attached to. When the Pi Wallet Debit Card with EasyCard service expires, both EasyCard and Autoload functions will also be terminated.
- V. No interest shall accrue on any balance in a Debit Card with EasyCard service. In addition to maintaining deposit provision in accordance with Article 18, Paragraph 1 of Act Governing Issuance of Electronic Stored Value Cards, EasyCard Corporation shall be required to transfer any balance in Debit Card with EasyCard service on trust in accordance with the said Act Governing Issuance of Electronic Stored Value Cards and relevant laws and regulations in order to protect the cardholder's interest. Where EasyCard Corporation entrusts the funds collected from issuance of Debit Card with EasyCard service to trust operations, the trustees so entrusted and beneficiaries shall be EasyCard Corporation and not the cardholders. As such the trust operation manages and handles the trust asset on behalf of EasyCard Corporation and not the cardholders. However, a cardholder can request that EasyCard Corporation or trust operation to provide photocopies of the relevant provisions in the trust contracts. A cardholder shall have priority over other creditors and shareholders of EasyCard Corporation with respect to repayment of debts incurred by EasyCard Corporation with respect to the trust assets deposited with trust operation.
- VI. Non-transferability of EasyCard balance: When the debit card is superseded by replacement issue due to expiry or damage, the EasyCard balance can not be carried forward into the new card or any type of card. The remaining EasyCard balance can only be refunded back into the cardholder's designated account.
- VII. Purchases with EasyCard at any associated merchant are subject to a limit of NT\$1,000 per transaction and NT\$3,000 per day. However, neither the single nor the daily transaction limit applies to government collections, utility bills, tuition fees, medical spending, public transportation (including cable cards and public bicycles), parking fees or any other payments specially approved by the authority. The cardholder may not alter or allow others to alter any part of the Pi Wallet Debit Card with EasyCard service, including but not limited to removing the Pi Wallet Debit Card with EasyCard service chip, antenna or tamper with data stored inside the Pi Wallet Debit Card with EasyCard service. The Bank and EasyCard Corporation may claim compensation against the cardholder for any costs, expenses, losses or damages that are attributable to the cardholder's violation against the above terms.
- VIII. If the Pi Wallet Debit Card with EasyCard service holder fails to notify the Bank of any changes to the contact address or contact information specified in the application form, the Bank and EasyCard Corporation shall continue delivering future correspondences to the cardholder's last known address or the contact address specified in the application form. Once the Bank or EasyCard Corporation has sent their business correspondence or required notices to the cardholder's last known contact address or to the address specified in the application form, they will be deemed as duly received after the usual time of delivery has elapsed. The EasyCard balance does not accrue interest, and is protected by EasyCard Corporation through a trust arrangement.

#### **Article 15 Theft, misplacement or loss of the card**

The Pi Wallet Debit Card with EasyCard service is the property of the Bank. The cardholder has the responsibility to maintain proper custody of the card within the duty of care as a prudent manager, and prevent it from misplacement, theft, fraud, damage or possession by any third party. The cardholder shall also avoid revealing card-related information to others.

If the Pi Wallet Debit Card with EasyCard service is misplaced, stolen, robbed, scammed or in any way possessed by a third party (collectively referred to as "lost"), the cardholder must notify the Bank immediately (within 24 hours after the above occurrence) by phone or other acceptable means to stop the card, and pay a fee of NT\$100 for every card reported lost (or NT\$20 if no replacement card is to be issued) to suspend the EasyCard Autoload function. Where the Bank deems it necessary, the Bank 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 the Bank in written format. The Bank may adjust the above lost card fee as deemed necessary, provided that changes are publicly disclosed in a visible manner within the Bank's place of business or over its website.

The Bank shall bear any losses caused by misuses of the card after the cardholder has reported the card as lost. In the following circumstances, however, the cardholder will still be responsible for losses even after the card has been reported lost:

- I. The cardholder has allowed the misuse of card by a third party, or gives the Pi Wallet Debit Card with EasyCard service to another user on purpose.
- II. The cardholder has conspired with a third party or a merchant to create fictitious transactions or to commit fraud.
- III. The cardholder intentionally or negligently reveals password or other means of identification to a third party.

The cardholder shall bear a maximum of NT\$3,000 on losses incurred before the card is reported lost. In the following circumstances, however, cardholder is not required to share part of the losses (this Article does not apply to cash withdrawals, fund transfers and any transactions performed over an ATM that require the use of ATM password, for they are subject to comply with the terms and conditions of ATM cards outlined in the Bank's General Agreement for Account Opening):

- I. Misuse of the Pi Wallet Debit Card with EasyCard service had occurred in the 24 hours before the card was reported lost.
- II. 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.
- III. The impostor used the card to transact with certain merchants and within an amount that does not require signatures, which the Bank has later confirmed that the transactions were not initiated by the cardholder and nor was the cardholder part of the conspiracy.

If the 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 3 of this Article and meets any of the following descriptions, the cardholder's share of loss shall not be subject to the above limits:

- I. The cardholder was aware that the Pi Wallet Debit Card with EasyCard service had been lost but did not take the initiative to inform the Bank immediately, or that the cardholder failed to inform the Bank for more than 20 days after the first misuse of the card.
- II. The cardholder violated Article 7, Paragraph 1 of the agreement, failing to sign at the back of the Pi Wallet Debit Card with EasyCard service and gave a third party the opportunity to misuse the card.
- III. After the Pi Wallet Debit Card with EasyCard service was reported lost, 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.

If it so deems necessary EasyCard Corporation should notify the cardholder within ten (10) days of the latter reporting loss of the Pi Wallet Debit Card with EasyCard service, and requires the cardholder to file a report with local police authority or submit supplementary written notice to EasyCard Corporation within three (3) days of receipt of such notice. Where the cardholder fails to furnish the documents requested by EasyCard Corporation after filing a loss report, refuses to assist in an investigation, fails to file a police report or conducts itself in breach of good faith, it shall be held solely liable for all losses arising from its Pi Wallet Debit Card with EasyCard service being used by others.

In the event of a misuse, losses that have been topped up using the Autoload function at any time between 24 hours before the Pi Wallet Debit Card with EasyCard service is reported lost until 3 hours after the loss is reported will be processed in accordance with the debit card terms and conditions. Misuses

of existing Easycard balance within the first three hours after reporting the loss shall be borne by the cardholder, and any amount after the first three hours shall be borne by EasyCard Corporation. Within 45 working days after the card is reported lost, the Bank will collect back any amount it has prepaid for Autoload top-ups into the misused card from the balance maintained on record by EasyCard Corporation as of three hours after the loss is reported. Any remaining balances will be refunded back into the cardholder's designated account. However, if the record shows a negative balance as of three hours after the loss report, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected by the Bank from the cardholder's designated account, regardless of whether the Autoload function is active.

Where the Pi Wallet Debit Card with EasyCard service is lost, stolen or destroyed for reasons attributable to the Bank or EasyCard Corporation, no fee shall be levied on the cardholder for issuance of a replacement card.

#### **Article 16 Card re-issuance, replacement, and renewal upon expiry**

The Bank may issue a replacement card upon the cardholder's request in the event that the cardholder reports the loss of the Pi Wallet Debit Card with EasyCard service in accordance with Article 15, or if the card has been rendered unusable due to smudges, demagnetization, scratches or other reasons (collectively referred to as "damages"). Unless the damages have been caused by the Bank, the cardholder shall be liable to pay charges listed in Paragraph 2 of this Article.

The cardholder shall pay relevant fees when applying for a new card, requesting a replacement card, reporting loss of a card, and using Pi Wallet Debit Card with EasyCard service functions. The cardholder also authorizes the Bank to collect such fees directly from the cardholder's account. These fees may be set at the Bank's discretion.

The Pi Wallet Debit Card with EasyCard service is valid from the day it is issued and expires at the end of the month specified on the card.

The Bank shall remind the cardholder to apply for a renewal card issue before the Pi Wallet Debit Card with EasyCard service expires, unless the underlying agreement is terminated due to reasons described in Article 22. However, the Bank may, for concerns such as risk, security, cardholder's financial strength, credibility, spending and repayment history etc, stop the debit card function once it has expired or become unusable for any reason, while retaining ATM functions such as domestic cash withdrawal, deposit and fund transfer on the old card. Alternatively, the cardholder may also request to have the expired debit card replaced by an ordinary ATM card.

The new replacement card shall have an Easycard balance of zero. Easycard balances of the old card will be credited into the cardholder's designated account within 45 working days after the Bank receives the damaged card. If the Easycard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account.

When a Pi Wallet Debit Card with EasyCard service expires, the Easycard function will be rendered unusable and Autoload will also be de-activated at the same time. Unless it is due to occurrence of any event that would terminate the Pi Wallet Debit Card with EasyCard service agreement, the Bank agrees to issue a new card to the cardholder with an Easycard balance of zero when the existing Pi Wallet Debit Card with EasyCard service expires. Easycard balances of the expired card will be credited into the cardholder's designated account within 45 working days after expiry. If the Easycard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account.

#### **Article 17 EasyCard suspension and procedures for processing EasyCard balance**

Within the valid period of the Pi Wallet Debit Card, to suspend the Easycard function, the cardholder may request for a full refund of Easycard balance through one of the following channels:

Visit the Easycard customer service center with an identity proof, and the Easycard balance will be refunded in cash net of processing fees for the termination. The debit card function remains available.

Use an AVM located at any MRT station to perform the return. The Easycard balance will be refunded by the Bank to the cardholder's designated account, while the debit card function remains available.

Send the card back to the Bank in pieces via registered mail, and the Bank will process a "balance transfer." If the cardholder fails to send the card back to the E.SUN Commercial Bank, the cardholder should remain liable for the debts of all the transactions and Autoload service which are made after the "balance transfer."

#### **Article 18 Procedures for transaction records and card balance queries**

The cardholder may use the "Easycard inquiry terminal" or approach offices located at various MRT stations to check the Easycard balance and the last six transactions. Customer service number of EasyCard Corporation: 412-8880 (02-412-8880 for mobile users and Kinmen/Matsu residents) Address: 13F, No. 3-1, Yuanqu St., Nangang District, Taipei City. The Bank must show the date and amount of Autoload transactions in the cardholder's Pi Wallet Debit Card with EasyCard service passbook or statement.

Should the cardholder have any queries regarding the transaction history or the balance, the cardholder may raise a validation request to the Bank by submitting a relevant documents before the payment due date.

For Easycard purchases where deferred goods are not delivered or where the cardholder holds disputes regarding the services provided, the cardholder may appeal the purchase to EasyCard Corporation if the dispute can not be resolved with the associated merchant. Doing so would require the cardholder to submit a proof of transaction (e.g. original purchase order for deferred goods or services, original invoice or other documents suffice to prove the transaction) and the card used for the purchase to EasyCard Corporation. Once verified, EasyCard Corporation will return payments back to the cardholder.

#### **Article 19 Offset and discharge**

In the event that the agreement is terminated by the Bank according to Article 22, the Bank may take whatever deposits and debt entitlements the cardholder has over the Bank to settle any debts that cardholder owes to the Bank. (For check deposit accounts, the terms and conditions of the General Agreement for Account Opening allow the Bank to exercise its right of set off only after the check deposit account agreement is terminated) This offset shall be effected from the time the accounting entries are made. Once the 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 the Bank, then the offset shall proceed according to the priorities outlined in Articles 321 to 323 of the Civil Code. However, the Bank may specify a priority of offset that supersedes Article 323 of the Civil Code if it works in the cardholder's favor.

#### **Article 20 Agreement amendment**

The Bank shall notify the cardholder any future changes made to the terms of the agreement in writing or using any methods permitted by law. The cardholder would be deemed to have accepted the change if no objection is raised within seven days. For the following changes, however, the Bank shall notify the cardholder through writing, electronic message, or public announcement at the Bank's place of business or over its website at least 60 days before taking effect. These notices and announcements must explain in details the changes made and compare the original to the revised terms in a clear, visible manner, while giving the cardholder the option to object before taking effect, and that the cardholder would be considered as having consented to the changes if no objection is raised within the given period. In which case, the cardholder also needs to be informed that the cardholder may terminate this agreement within the given time using the methods described in Article 22, Paragraph 3, if there are any objections with regards to the new terms:

- I. Increases in annual fees, service charges and expenses of any kind to be borne by the cardholder.
- II. Methods through which the cardholder may report loss or damage of the Pi Wallet Debit Card with EasyCard service to the Bank.
- III. The cardholder's rights and obligations if another party has been authorized to use the Pi Wallet Debit Card with EasyCard service.
- IV. Pi Wallet Debit Card with EasyCard service transaction querying procedures.
- V. Other matters stipulated by the competent authority.

#### **Article 21 Restriction of use**

The Bank may reduce the cardholder's daily spending limit or suspend use of the Pi Wallet Debit Card with EasyCard service without prior notice if the cardholder exhibits any one of the following:

- I. Violation against Article 5, Paragraphs 2, 3 or 4.
- II. The cardholder maintains insufficient balance in the direct debit account to pay for purchases for two consecutive months from the payment date.
- III. The cardholder declares bankruptcy or is declared bankrupt in accordance with the Bankruptcy Act, or has been blacklisted by Taiwan Clearing House.
- IV. The corporate entity or non-profit organization in which the cardholder serves as a person-in-charge, representative or manager has been blacklisted by Taiwan Clearing House, declares bankruptcy or is declared bankrupt under the Bankruptcy Act, undergoes or is forced to undergo restructuring, ceases business operations or is liquidated.
- V. The cardholder is sentenced for a criminal offense or has main properties seized by the court.
- VI. The cardholder uses the Pi Wallet Debit Card with EasyCard service for inappropriate purposes or the Bank suspects the cardholder's account to

be used for inappropriate purposes. In which case the Bank may suspend or terminate use of the Pi Wallet Debit Card with EasyCard service at any time, and recover the card to have it voided.

VII. The cardholder's account has been placed on alert.

VIII. The cardholder is ordered by a court to be subjected to guardianship or assistance.

The Bank may reduce the cardholder's daily spending limit or suspend use of the Pi Wallet Debit Card with EasyCard service after serving prior notice if the cardholder exhibits any one of the following:

- I. The cardholder violates Article 2, Paragraph 2, and the Bank is unable to establish contact using the mailing address and telephone number provided at the time of application.
- II. The cardholder maintains insufficient balance in the direct debit account to pay for purchases continuously for one month from the payment date.
- III. The cardholder violates Article 4, Paragraph 1, and attempts to use the Pi Wallet Debit Card with EasyCard service for purchases exceeding the available balance of the direct debit account.
- IV. 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 person-in-charge, representative or manager has checks returned due to insufficient deposit balance.
- V. The cardholder has credit/Pi Wallet Debit Card with EasyCard services suspended or credit/Pi Wallet Debit Card with EasyCard service agreements terminated by other card issuers.
- VI. The cardholder is subjected to enforcement, provisional seizure, provisional disposition or other debt-securing measures.
- VII. The cardholder is sued for other debt-related disputes, or is investigated or prosecuted for criminal offense.
- VIII. The cardholder fails repay debts owed to the Bank (including the Bank's head office and branches), or exhibits delays in repaying principals or interests on debts owed to other creditors.
- IX. The cardholder fails to fulfill guarantee obligations in accordance with agreements.

The Bank may reinstate cardholder's daily spending limit or use of the Pi Wallet Debit Card with EasyCard service when the situations described in Paragraphs 1 and 2 no longer apply, or if the Bank accepts the explanations provided by the cardholder, or if the cardholder settles part of the debts owed or provides suitable collaterals.

#### **Article 22 Termination of this agreement**

The cardholder may visit the Bank and terminate this agreement in the method described in Paragraph 2 of this Article at any time.

The Bank may terminate this agreement by notifying the cardholder in writing or using any other agreed methods, should the cardholder exhibit any of the conditions described in Paragraph 1 or 2 of the preceding Article, or when the Pi Wallet Debit Card with EasyCard service is due to expire.

To terminate the agreement, the cardholder must approach the Bank in person.

Once the cardholder's direct debit account agreement is terminated, this agreement shall also be voided at the same time.

The cardholder may no longer use the Pi Wallet Debit Card with EasyCard service once the agreement is terminated (even if the card is not due to expire).

The Bank may suspend or terminate the cardholder's use of EasyCard functions if the cardholder is found to have violated the terms of the agreement or exhibits any of the following; in which case, the Bank will instruct EasyCard Corporation to perform balance transfer and use the proceeds to repay any outstanding amounts the cardholder has purchased with the card, and terminate Autoload function in the meantime:

- I. The cardholder purchases an illegal product, service or conducts an illegal transaction using the Pi Wallet Debit Card with EasyCard service with a "Pi Wallet app" or "EasyCard" associated merchant or at a location specified by the Bank.
- II. The cardholder conspires with a third party or an associated merchant to create fictitious transactions or commit fraud, or exchanges the card for cash, loans or any illegitimate gains in any manner.

The Bank may, for concerns such as risks, security, cardholder's financial strength, credibility, spending and repayment history etc, suspend or cancel cardholder's Pi Wallet Debit Card with EasyCard service function by giving a one-month written notice in advance.

#### **Article 23 Governing laws**

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

#### **Article 24 Court of jurisdiction**

The Cardholder agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

#### **Article 25 Business outsourcing**

The cardholder agrees that the Bank may outsource transaction processing and other operations relevant to this agreement (e.g.: customer data entry; data uploading, processing and exporting; account receivables collection and legal proceedings; information system development, monitoring and maintenance; statement printing, binding and delivery; document filing; card production and delivery; marketing; and any [justified gathering, processing, cross-border transmission and use of personal information]) to suitable third parties or members of various credit card organizations if deemed necessary, subject to the governance or approval of the authority. The cardholder further agrees for the Bank to provide personal information to the abovementioned third parties. These third parties are also bound to comply with laws and maintain secrecy when processing or making use of the cardholder's personal information.

#### **Article 26 Procedures for processing payables**

Any processing fees, commissions and other charges that the cardholder is liable to pay under these clauses shall be claimed collectively as Pi Wallet Debit Card with EasyCard service payables.

However, charges for the following services that are provided by EasyCard Corporation at the cardholder's request shall be collected by EasyCard Corporation either separately from the cardholder or directly from the cardholder's EasyCard balance:

- I. Termination charges: The cardholder is required to pay EasyCard Corporation a fee of NT\$20 when requesting for a full refund of remaining balance. (The NT\$20 fee shall be waived if the card has been used for 5 times or more and has been held for 3 months or longer)
- II. Transaction inquiry charges: In addition to making free inquiries on card balance and the 6 most recent transactions using an automated service machine offered by EasyCard Corporation, the cardholder may also approach EasyCard Corporation to make inquiries on full transaction details for the last 5 years, subject to a fee of NT\$20 for the first page and NT\$5 for every page thereafter. (Example #1: an inquiry on EasyCard transaction history between August 1 and August 5 returned one page of details; total charges payable were NT\$20. Example #2: an inquiry on EasyCard transaction history between August 1 and December 25 returned 3 pages of details; total charges payable shall be NT\$20 for the first page + NT\$5 for the second page + NT\$5 for the third page = NT\$30.)

#### **Article 27 Miscellaneous**

In addition to this agreement, the cardholder also needs to comply with the Bank's terms and conditions on demand deposit accounts and ATM cards.

Any other uses of EasyCard functions associated with the Pi Wallet Debit Card with EasyCard service that are not explained here shall be governed by the Bank's debit card terms and conditions, the "EasyCard Terms and Conditions" of EasyCard Corporation, and announcements made by the two companies.

Any other uses of the Pi Wallet app associated with the Pi Wallet Debit Card with EasyCard service that are not explained here shall be governed by the "Terms and Conditions of Pi Wallet Cash Flow Third Party Payment/Collection Services" of Pi Technology Inc. and relevant announcements and regulations. Please refer to: [www.piapp.com.tw](http://www.piapp.com.tw).

The Applicant agrees to the following:

- I. For the purpose of providing services to the Applicant, the Bank may provide the Applicant's basic information, such as name, date of birth, ID number, telephone number, address, Pi Wallet Debit Card with EasyCard service number, card type, transaction details, and other necessary consumption information, to Pi Technology Inc. as the basis for activities and promotions. When Pi Technology Inc. is processing and using the Applicant's personal information, it will collect, process, and use the information in accordance with the Personal Data Protection Act and relevant laws and regulations, and comply with the principle of confidentiality. Pi Technology Inc. shall be fully liable for any damages sustained by the Applicant as a result of violating the laws and confidentiality obligation above.
- II. The Applicant agrees that purchases made using the Pi Wallet Debit Card with EasyCard service shall be handled in accordance with the "E.SUN Pi Wallet Credit Card Reward Program." In the event the cardholder cancels a transaction/returns goods for any reason, funds are returned over a disputed purchase, or account adjustments are made, the amount of P Coins rewarded for the amount of funds returned will be calculated and

deducted from the cardholder's Pi Wallet account. If the cardholder's Pi Wallet account has insufficient P Coins or all P Coins were redeemed, the Bank may request payment of NT\$1 for each P Coin from the cardholder. (Do not check this box if the Applicant does not agree and the Bank will issue a regular IC ATM card. The Applicant will not be able to enjoy the discounts and rights offered by the Pi Wallet Debit Card with EasyCard service.

- III. The Applicant may request, in writing or a simplified method agreed to by the Bank, that the Bank cease use of the personal information above, and the Bank will terminate the ATM card and debit card function and issue a regular IC ATM card.
- IV. The Applicant agrees to comply with the term and conditions of the Agreement and declares that: The Applicant has carefully read and is aware of the terms and conditions of this service. The Applicant has reviewed the contents of notices on P Coins when signing the Agreement. Please see announcements on the Bank's website for any updates to the terms and conditions.

## VI. Special Clauses for Cardless withdrawal (2024.09 Version)

### Article 1 (Definitions)

Cardless withdrawal: Refers to the Principal has downloaded the Bank's mobile banking APP and completed device authentication, logged into the Bank's mobile banking to reserved cardless withdrawal transaction. Cardless withdrawal transaction can be done at either the Bank's ATMs or ATMs established by financial institutions with interbank connection within the financial information system and support interbank cardless withdrawal function. To initiate the cardless withdrawal transaction, the Principal needs to follow the instructions given by ATM, which includes entering the cardless withdrawal serial number or scanning the QR code. Additionally, the Principal must also enter the cardless withdrawal password for identity verification.

### Article 2 (Activation, withdrawal, termination, Fee collection)

- I. Activation: The Principal can activate cardless withdrawal service by presenting the valid physical IC ATM card issued by the Bank at the Bank's ATM, and applying for cardless withdrawal service while setting up a cardless withdrawal password. Alternatively, the Principal can activate cardless withdrawal service by logging into the Bank's mobile banking APP with registered mobile device and setting up a cardless withdrawal password.
- II. TWD Withdrawal: The Principal reserves cardless withdrawal transaction through the mobile banking APP. The Principal receive a cardless withdrawal serial number or QR Code which is valid for 30 minutes (unless the Principal cancel the cardless withdrawal transaction via mobile banking, the Principal cannot reserve another cardless withdrawal transaction while the cardless withdrawal transaction is still effective). At the Bank's ATM or ATM established by financial institutions with interbank connection within the financial information system and support interbank cardless withdrawal function, the Principal enter the cardless withdrawal serial number or scan the QR Code, and enter the cardless withdrawal password to initiate the withdrawal from the Principal's TWD deposit account.
- III. Foreign currency withdrawal: The Principal reserves cardless withdrawal transaction through the mobile banking APP. The Principal receive a cardless withdrawal serial number which is valid for 30 minutes (unless the Principal cancel the cardless withdrawal transaction via mobile banking, the Principal cannot reserve another cardless withdrawal transaction while the cardless withdrawal transaction is still effective). At the Bank's ATM, the Principal enter the cardless withdrawal serial number, and enter the cardless withdrawal password to initiate the withdrawal from the Principal's TWD deposit account (IC ATM card has activated foreign currency withdrawal function) or foreign account which has activated foreign currency withdrawal function.
- IV. Termination: The Principal must apply for termination of the cardless withdrawal service using the Bank's ATM or after logging into mobile banking.
- V. Fees and charges: The transaction handling fee of cardless withdrawal through the Bank's is calculated in accordance with the handling fees for IC ATM cards in "Deposit/Exchange Service Fee Standards" published on the Bank's official website.

### Article 3 (Incorrect password attempts)

- I. When the Principal uses the IC ATM card to activate cardless withdrawal services at the Bank's ATM, if the IC ATM card's password is incorrectly entered for three consecutive times (inclusive) or there are other causes of an abnormal situation, the IC ATM card will be locked and the Principal must present his/her ID card at the Bank and provide a signature to unlock the card and reset the password.
- II. When the Principal uses cardless withdrawal services at the Bank's ATM or ATM established by financial institutions with interbank connection within the financial information system and support interbank cardless withdrawal function, if the cardless withdrawal password is incorrectly entered for three (inclusive) consecutive times or there are other causes of an abnormal situation, the Bank has the right to immediately cancel the cardless withdrawal password set by the Principal. The Principal must then bring the IC ATM card to the Bank's ATM to reset the cardless withdrawal password.
- III. If the Principal's IC ATM card is reported lost or voided, the foreign currency cardless withdrawal function will be invalidated, but it will not affect TWD cardless withdrawal function.

### Article 4 (Cardless withdrawal limits)

- I. **When the Principal uses cardless withdrawal services at the Bank's ATM, the cardless withdrawal limit is as follows:**
  - (I) **Maximum NT30,000 per transaction. Maximum NT30,000 per day.**
  - (II) **Maximum NT150,000 per day (aggregate sum for cardless withdrawal and IC ATM card).**
  - (III) **Maximum NT200,000 per month (aggregate sum for cardless withdrawal and IC ATM card).**
- II. **When the Principal uses cardless withdrawal services at ATM established by financial institutions with interbank connection within the financial information system and support interbank cardless withdrawal function, the cardless withdrawal limit is as follows:**
  - (I) **Maximum NT20,000 per transaction. Maximum NT30,000 per day.**
  - (II) **Maximum NT150,000 per day (aggregate sum for cardless withdrawal and IC ATM card).**
  - (III) **Maximum NT200,000 per month (aggregate sum for cardless withdrawal and IC ATM card).**

### Article 5 (Effect of cardless withdrawal)

- I. The Principal's transactions using cardless withdrawal services have the same effect as transactions using a physical ATM card or passbook. The Principal is required to personally use the cardless withdrawal services and is responsible for the proper safekeeping and confidentiality of the mobile banking password, registered mobile device, cardless withdrawal password, cardless withdrawal QR Code, and cardless withdrawal serial number. The Principal is strictly prohibited from disclosing or authorizing others to use the mobile banking password, cardless withdrawal password, cardless withdrawal QR Code, and cardless withdrawal serial number. In the event that the Principal violates the Agreement, resulting in unauthorized cardless withdrawals from the Principal's account by a third party, the Principal shall take full responsibility.
- II. In the event that the mobile banking password, cardless withdrawal password, cardless withdrawal QR Code, or cardless withdrawal serial number, or any other transaction verification information of the Principal is lost, stolen, or fraudulently obtained by a third party (hereinafter referred to as "loss or similar circumstances"), the Principal shall promptly notify the Bank via telephone or any other appropriate means to request the cancellation of the cardless withdrawal service.
- III. The Bank shall bear the losses incurred by the Principal due to the unauthorized use of cardless withdrawal by a third party from the moment the Principal completes the application for cancellation of the cardless withdrawal service. However, the Principal shall still be responsible for any losses incurred by the unauthorized use of cardless withdrawal by a third party after the completion of the application for cancellation of the cardless withdrawal service in the following circumstances:
  - (I) The unauthorized use of cardless withdrawal by a third party occurs due to the Principal's permission or intentional disclosure of the required passwords, serial numbers, or QR Codes related to the cardless withdrawal service.
  - (II) The Principal intentionally or recklessly discloses the required passwords, serial numbers, QR Codes, or any other means of identifying the Principal's identity necessary for using the cardless withdrawal service to others.
  - (III) The Principal refused to assist in the investigation when requested by the Bank, or engaged in other actions that violated the principle of good faith.

### Article 6 (Retention of transaction information)

The Bank shall protect consumer rights in accordance with the Consumer Protection Act and Personal Data Protection Act, and shall retain all applications and transaction instructions from the Principal for at least five years.

### Article 7 (Procedures for transaction record queries)

After the Principal completes each cardless withdrawal, the Bank will print out or display transaction details the screen. If the Principal believes there is a mistake in the transaction, the Principal shall notify the Bank within seven business days after the transaction, and the Bank will look into the claim and make corrections if necessary. To protect the Principal's rights, the Principal may call the Bank's 24-hour customer service hotline if he/she has any questions regarding cardless withdrawal: 0800-30-1313 or (02)2182-1313.

### Article 8 (Other agreed matters)

- I. The Bank may disclose these special clauses in the "Announcement" / "Statutory Disclosures" section of its website. The Bank may amend these special clauses at any time to accommodate future changes in laws, interpretations of the Central Bank, the authorities and the Bankers Association, or the products offered. The Bank may notify the Principal of any changes made in the future by disclosing them in the "Announcement" / "Statutory Disclosures" section of its website instead of serving individual notices. If the Principal disagrees with the Bank's amendments, the Principal must take initiative to terminate the cardless withdrawal service within the period specified by the Bank. In addition to these special clauses, the Principal

agrees to comply with the Bank's General Agreement for Account Opening when using the cardless withdrawal service, and has reviewed all of the terms and conditions on the website of E.SUN Bank (<https://www.esunbank.com>).

- II. Matters not addressed in these special clauses shall be governed by relevant laws and regulations, general banking practices, or a separate agreement between the parties.

## VII. ATM Interbank Deposit Service (2022.08Version)

### Article 1 (Definitions)

Interbank deposit : The Principal uses the IC ATM card to deposit cash at the Bank's ATM, The Principal can choose to deposit into "the main account" or "other accounts".

### Article 2 (Incorrect password attempts)

When the Principal uses the IC ATM card to use interbank deposit services by our bank ATM, If the IC ATM card's password is incorrectly entered for three consecutive times (inclusive) or there are other causes of an abnormal situation, the IC ATM card will be locked and the Principal must present his/her ID card at the Bank, natural persons must provide their signature and non-natural persons must provide the signature of the responsible person and authorized seal to unlock the card and reset the password.

### Article 3 (Interbank deposit limits and fees)

- I. The principal holds his bank's IC card deposit cash in other bank's ATM, Who should follow those banks deposit rules and a handling fee of NT\$15 must be deducted from the transaction amount.
- II. The principal use our bank IC card deposit cash to ESUN's other account by other bank's ATM, the maximum of depositing is NT\$30 thousand per day and a handling fee of NT\$15 must be deducted from the transaction amount.
- III. The principal use our bank IC card deposit cash to another account by other bank's ATM, the maximum of depositing is NT\$30 thousand per day and a handling fee of NT\$15 must be deducted from the transaction amount.
- IV. The principal use other bank's IC card deposit cash to our bank account by our bank ATM, the maximum depositing is NT\$30 thousand per day and no handling fee.
- V. The principal use other bank's IC card deposit cash to the card main account by our bank ATM, the maximum depositing is NT\$200 thousand per day and the handling fee of NT\$15 must be deducted from the transaction amount.
- VI. The principal use other bank's IC card deposit cash to another account by our bank ATM, the maximum depositing is NT\$30 thousand per day and the handling fee of NT\$15 must be deducted from the transaction amount.

### Article 4 (Retention of transaction information)

The Bank shall protect consumer rights in accordance with the Consumer Protection Act and Personal Data Protection Act, and shall retain all applications and transaction instructions from the Principal for at least five years.

### Article 5 (Procedures for transaction record queries)

After the Principal completes each interbank deposit, the Bank will print out transaction details. If the Principal believes there is a mistake in the transaction, the Principal shall notify the Bank within seven business days after the transaction, and the Bank will look into the claim and make corrections if necessary. To protect the Principal's rights, the Principal may call the Bank's 24-hour customer service hotline if he/she has any questions regarding cardless withdrawal: 0800-30-1313 or (02)2182-1313.

## Chapter 7 Terms and Conditions of Electronic Banking Services

### I. Terms and Conditions of Phone Banking Services (2024.01 Version)

#### Article 1

By applying the Bank's phone banking services, the Principal agrees to comply with regulations and the Bank's policies. The Principal also agrees to comply with any future changes in service, billing, or the delivery method as the Bank deems appropriate. The Bank will announce such information directly on the automated service system, without additional notice to the Principal nor additional written agreements.

#### Article 2

Unless otherwise agreed upon by the parties, the Principal must personally present identification documents at the Bank, natural persons must provide their signature and non-natural persons must provide the signature of the responsible person and authorized seal to apply for general phone banking services, transfer services, and password (form). Once approved, phone banking services will be available for all accounts belonging to the Principal.

If the Principal does not collect password slip within 3 months after the application date, the bank may void password slip at its discretion. However, the Principal is still able to make another application if required.

#### Article 3

**If the principal violates the provisions of Article 15-2, Paragraph 1 of the Money Laundering Control Act and is reprimanded by the police authorities of the relevant municipalities, counties (cities), the Bank will restrict the use of Phone Banking related services from the principal in accordance with relevant laws and regulations.**

#### Article 4

The password form issued by the Bank for this service only gives the Principal the access to make a "password change." The Principal must change the password before being able to access other services. After the password change, the Principal may change password at any time and will be responsible for keeping it secret. Password changes of this service should follow the rules below:

- I. After 3 incorrect entries of the phone banking password, the system will automatically suspend inquiry and transaction access on the phone banking service.
- II. After the Principal's access permission is terminated, unless otherwise agreed upon by the parties, the Principal must re-apply for this service by presenting his/her ID card at the Bank, natural persons must provide their signature and non-natural persons must provide the signature of the responsible person and authorized seal to reapply for a password (form), or according to other methods announced by the Bank.
- III. To minimize risks, the Principal is advised to make timely password changes.

#### Article 5

For any services offered by the Bank that require the Principal to input passwords, whether it is phone banking, Internet banking, or anything involving the use of ATM cards, the Principal agrees for the Bank to recognize any instructions as valid and true to the Principal's intentions as long as the password is correctly verified.

#### Article 6

The Principal agrees to verify transaction results through means such as ATM inquiry, phone banking inquiry, faxed statements, Internet banking, online-printed statements, passbook updates, electronic messages or other agreed methods (missed messages will not be sent again for the same month if it is due to reasons that the Bank is not accountable for.

#### Article 7

The Bank's cut-off time of transactions conducted by the Principal is 12am. Transactions conducted by the Principal before the Bank's cut-off time are processed as same day transactions, and those that are conducted after the cut-off time are processed on the next business day.

#### Article 8

Except for transfers into the Principal's own accounts (including time deposit account, credit card account, mutual fund account etc), all other fund transfers using the phone banking service are restricted to designated payee accounts only. If the name of the new designated payee accounts which added to the preset list are not the same as the Principal's own accounts will become effective in two days after the application date. The daily maximum transfer limit for each payer account is NT\$2 million (this limit is shared with auto payments); if the payee account is also opened under the Bank, a transfer limit above NT\$2 million can be set by the Principal. However, if the designated payee accounts are watched-listed accounts or unusual transaction accounts, the bank can reject the application.



**Article 9**

When the Principal carries out account transfer transactions after the clearing deadline for bounced checks has passed, the bounced checks will be processed in accordance with the Bank's regulations.

**Article 10**

When the Principal carries out erroneous transactions due to the Principal's own mistake, the Principal should apply for reversal of the transactions via automated services or at the Bank itself. The Bank is not accountable for such mistakes.

**Article 11**

If written application is required according to regulations when the Principal uses this service provided by the Bank, the Principal should process the application at the Bank ASAP.

**Article 12**

The Bank may refuse requests for services that violate laws and regulations or requests from the Principal if the Principal exhibits unsatisfactory account conduct or is incapable of repaying the debt to the Bank.

**Article 13**

The Principal may use this service to access accounts of the Principal, but may not use it to access other accounts. If the Principal is found using this service to access accounts that are not its own, or has a record of misconduct, or engages in any destructive misbehavior, the Bank may terminate the Principal's eligibility to use the service. If the Principal is aware of a third party illegally assuming the Principal's identity, the Principal should immediately notify the Bank.

**Article 14**

The Principal should keep the information of this service properly, without any destructive behavior or unauthorized transfer.

**Article 15**

The Principal agrees to exempt the Bank from all possible liabilities unconditionally for delays, errors, or losses due to misuse or theft of the password, mistakes made by the Principal in the information of credited accounts, telecommunication connections, and any third party behavior.

**Article 16**

The Principal is liable for any losses caused to the Bank when using this service; however, circumstances where the losses are due to the Bank's own mistakes are excluded. The Principal agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

**Article 17**

The Principal agrees that the Bank may charge fees according to its standard rates and collect the amount (of fees) directly from the Principal's account.

**Article 18**

Matters not addressed in the Agreement shall be governed by relevant laws and regulations and general banking practices.

## II. E.SUN Bank Personal Internet Banking and Mobile Banking Services Agreement (2024.12 Version)

The Applicant hereby applies for personal Internet banking and mobile banking services. After consulting the Bank, the Applicant agrees to the following terms and conditions, which the Applicant has reviewed thoroughly and understands completely (at least five days have been granted for review). Future adjustments of service items or phased introduction of certain items are subject to the Bank's regulations at the time. The Bank will announce such information directly on the automated service system, without additional notice to the Applicant nor additional written agreements.

### Article 1 (Banking Information)

- I. Name of bank: E.SUN Bank
- II. 24-hour customer service hotline: (02)21821313
- III. Website: <https://ebank.esunbank.com.tw>
- IV. Address: No. 115, Sec. 3, Minsheng East Road, Songshan District 105, Taipei
- V. Fax number: (02)27126613
- VI. Bank e-mail: The message left by the Applicant on the Visitor Message Board on E.SUN Bank official website.

### Article 2 (Applicability)

- I. The Agreement serves as a common agreement for personal Internet banking and mobile banking services in general. It applies to all services offered under the Agreement unless specifically arranged otherwise.
- II. No other service agreements separately arranged between the Applicant and the Bank shall contradict the terms of the Agreement. However, special arrangements that offer more protection to the Applicant may supersede the terms and conditions stated herein.
- III. Any ambiguities conveyed by the terms of the Agreement shall be interpreted in the way that best reflects the Applicant's best interests.

### Article 3 (Definitions)

- I. "Personal Internet banking and mobile banking services" (hereinafter referred to as the "Services"): Various financial services offered by the Bank that the Applicant can access from the Applicant's computer or mobile device through an Internet connection with the Bank, without visiting the Bank in person.
- II. "Electronic documents": Any text, audio, image, video, symbol, or other type of data transmitted by the Bank or by the Applicant over the Internet, which has been arranged in electronic or other not directly recognizable format, but that can be processed electronically to convey meaning.
- III. "Digital signature": The process of converting electronic documents into a certain length of digital information using mathematical algorithms or other methods, and encrypting them with the signatory's private key. The digitally signed message can be authenticated using a public key.
- IV. "Certificate": Electronic data that contains information of how a digital signature is to be validated; used to verify the signatory's identity and qualification.
- V. "Private key": The part of paired digital data retained by the signatory; this digital data is used for producing digital signatures.
- VI. "Public key": The part of paired digital data that is public; this digital data is used to validate digital signatures.
- VII. "SMS OTP": When the Applicant makes a specific transaction or applies for settings, the Bank's system will automatically send a One Time Password (OTP) via SMS (text message) (hereinafter, "SMS OTP") to the Applicant's mobile phone number, ensuring the safety of online transactions (the transaction authentication code is randomly generated every time and only effective for one time). The SMS OTP transaction mechanism shall be based on the regulations on the Bank's website.
- VIII. "Voice OTP": When the Applicant makes a specific transaction or applies for settings, the Bank's system will automatically send a One Time Password via a phone call (hereinafter, "Voice OTP") or other methods to the Applicant's registered mobile phone number, ensuring the safety of online transactions (the transaction authentication code is randomly generated every time and only effective for one time).
- IX. "Mobile device": Includes but is not limited to equipment with telecommunications and Internet access functions, such as smart phones and tablet PCs.
- X. "Mobile application" (hereinafter "app"): Refers to apps installed on mobile devices.
- XI. "Fast login": Refers to the Applicant's use of built-in verification methods for a bound mobile device, such as numeric passwords, graphical passwords, fingerprints, or facial recognition (applicable login method depending on Applicant's mobile device and OS version), to log into mobile banking.
- XII. "E.SUN Mobile Banking verification": Refers to the Applicant completed identity verification with binding mobile devices.
- XIII. "Digital Account": Refers to the TWD and foreign currency accounts opened online by the Applicant.
- XIV. "At the counter/ ATM verification PIN": Refers to the verification PIN set by the Applicant after the Applicant completes identity verification at the counter of the Bank in person, or the verification PIN set by the Applicant after the Applicant completes verification with an IC ATM card at a Bank ATM, or the verification PIN as a QR Code shown at a Bank ATM. The verification PIN may be used to activate the online services of the Bank, but is limited to one use only.
- XV. "Video Conference Service": Refers to the Applicant using mobile devices (including but not limited to devices with communications and Internet connections, such as smartphones or tablet computers) to establish a connection with the Bank over the Internet, and the Bank verifies the identity of the Applicant and provides financial services via video conferencing.
- XVI. "SIM card verification ": When the Applicant makes a specific transaction or application, the Bank will verify the consistency of the SMS OTP provided to the Bank by the Applicant and the phone number of the SIM card in the mobile device held by Applicant over the internet with 4G/5G signal.
- XVII. "Mobile Banking OTP": When the Applicant makes a specific transaction or application, the Bank's system will automatically send a One Time Password via mobile devices which have been bound, ensuring the safety of online transactions (the transaction authentication code is randomly generated every time and only effective for one time).

### Article 4 (Website and App Verification)

- I. The Applicant shall verify the correct URL of the webpage for the Services: <https://ebank.esunbank.com.tw>, or that the E.SUN Mobile Banking app is downloaded from the correct location on the Bank's official website before using the Services. For inquiries, please call the E.Sun Customer Service Center: (02) 21821313.
- II. The Bank shall inform the Applicant of the risk of using the Services in a way that the average person can understand.
- III. The Bank shall exercise due diligence in managing the correctness and security of website information. The Bank shall also be on the lookout for fake webpages and apps to prevent losses to the Applicant.

### Article 5 (Service items)

- I. The Applicant agrees that the Service includes but is not limited to inquiries, transactions, settings, and changes relating to deposits, credit cards, loans, wealth management, foreign exchange, and customized services, and that service content shall be based on announcements on the Bank's website. The Bank shall ensure the correctness of information on specific services provided within the Services. The Bank's obligations to the Applicant shall be no less than these services.
- II. The Applicant understands that the Services are online services that are completed once provided, and that Article 19, Paragraph 1 of the Consumer Protection Act on rescinding the contract is not applicable.
- III. The Applicant must submit a separate application to the Bank and give his/her approval before using certain services.

### Article 6 (Internet connection)

- I. The Bank and the Applicant both agree to transmit and receive electronic documents over the internet.
- II. The Bank and the Applicant shall establish service agreements with their respective internet service providers to secure their own rights and obligations; both parties shall bear their own expenses incurred for accessing the internet.

### Article 7 (Receiving and responding to electronic documents)

- I. Upon receiving the electronic signature or electronic document agreed upon by the Bank and the Applicant as a proper means of identification, the Bank shall prompt for the Applicant's confirmation by displaying key information on the webpage (except for inquiries) before proceeding with verification and execution. The results of the verification and execution shall be notified to the Applicant by e-mail.
- II. In circumstances where the Bank or the Applicant is unable to determine the identity or the content of electronic documents sent by the other party, the electronic documents shall be considered to have never been sent in the first place. However, if the Bank is able to confirm the identity of the Applicant, the Bank shall notify the Applicant, by e-mail, phone call, or other methods, of the fact that the content cannot be identified.

#### Article 8 (Non-execution of electronic documents)

The Bank may refuse to execute an incoming electronic document if it meets any one of the following descriptions:

- I. Where the Bank has reasonable doubt as to the authenticity of the electronic document or the correctness of the instructions.
- II. Where the Bank might be at risk of violating laws or regulations should it choose to process the electronic document.
- III. Where the Bank is unable to debit from the Applicant's account for the amount payable, for reasons that are attributable to the Applicant.

If the Bank refuses to execute instructions on the aforesaid electronic documents, the Bank shall notify the Applicant via electronic document immediately of the reasons and circumstances of refusal. The Applicant may verify with the Bank, by e-mail, phone call, or other methods in written format, after receiving the notice.

#### Article 9 (Timeframe for electronic document exchanges)

- I. The Applicant understands that the electronic documents submitted by the Applicant will be automatically processed by the Bank's computer. The Applicant cannot recall a submitted electronic document once it has been confirmed by the Applicant according to the method described in Article 7, Paragraph 1. However, the Applicant can recall or amend scheduled transactions that are yet to fall due, subject to the deadlines specified by the Bank.
- II. If an electronic document is delivered via the internet to the Bank and arrives in the Bank's computer systems after business hours (service hours of all items are subject to the announcement on the Bank's website) or the transaction cannot be completed on the same day due to force majeure, the Bank shall immediately notify the Applicant by electronic document that the transaction will be automatically arranged to be processed on the next business day or by other agreed methods.
- III. The Applicant agrees that the Bank may suspend the Services when the Bank's computer systems are suspended or during account settlement.

#### Article 10 (Charge)

- I. **Beginning with the first day of using the Services, the Applicant agrees to pay service fees, handling charges, and Swift / Mail fees according to the standard rates stipulated by the Bank, (All related fees please refer to the standard rates on "General Agreement for Account Opening") and authorizes the Bank to collect all fees and charges from the Applicant's account. The Bank may not collect any charges it has not advised the Applicant of.**
- II. Any subsequent change to the standard rates mentioned above must be published on the Bank's website in a clear, visible manner, and notified to the Applicant via e-mail or other methods (referred to as "Notice" below).
- III. **If the adjustment described in Paragraph 2 results in a higher rate, the Bank shall provide the Applicant with the option to agree or disagree with the higher rate on its website. If the Applicant does not advise its agreement before the effective date of adjustment, the Bank may suspend part or all of the Services offered to the Applicant on the date the adjustment takes effect. If the Applicant agrees to the rate adjustment after the effective date, the Bank shall immediately restore the Applicant's access to the Services in accordance with the Agreement.**
- IV. **The Bank shall issue the above-mentioned announcements and notices at least 60 days prior to the effective date of the adjustment, which shall not be earlier than the beginning of the year following the announcements/notices.**

#### Article 11 (Installation of software/hardware at the Applicant's side and associated risks)

- I. The Applicant shall install all the computer software, hardware, and security-related equipment required to access the Services. **The Applicant shall bear all costs and risks associated with the installation. The Applicant shall not share mobile devices with others, save the fingerprints or facial recognition information of others on mobile devices, or arbitrarily breach the security of mobile devices (such as jailbreaking or rooting), and shall be cautious of hacker attacks to ensure the security of the mobile devices and account.**
- II. Where the software, hardware and documents in Paragraph 1 are provided by the Bank, the Bank agrees only to use by the Applicant within the scope of the services, and such software, hardware and documents shall not be transferred, loaned, or in any other way given to a third party. The Bank shall also describe on its website and in the packaging of the provided software/hardware the minimum system requirements for running the Services, as well as risks associated with the software/hardware provided.
- III. The Bank may request that the Applicant return the supplied equipment mentioned above upon termination of the Agreement, but only if it has been separately arranged under special terms and conditions.

#### Article 12 (Applicant's Connection and Responsibility)

The Applicant shall comply with the Bank's regulations below when using services related to the Services:

- I. The Applicant may apply for access to the Services using any of the following methods:
  - (I) If the Applicant is the depositor, he/she may directly apply for / reset the general version of Personal Internet Banking services via at the counter / ATM verification PIN, Voice OTP or an IC ATM card and an IC ATM card reader, or reset to the general version of Personal Internet Banking services through the E.SUN Mobile Banking verification.
  - (II) If the Applicant is a credit card holder, he/she may use his/her credit card information to apply for the credit card version of Personal Internet Banking services, and may only use the Services or other agreed services after setting his/her username and password.
- II. **If the Applicant is a depositor, the Applicant may apply for a One Time Password (SMS OTP - Voice OTP or Mobile Banking OTP) using one of the methods:**
  - (I) **The Applicant who applies for SMS OTP must approach the bank in person with ID card (foreign applicants shall present a valid Alien Resident Certificate (ARC), and non-natural persons must additionally present an authorized seal); or the Applicant may use an IC ATM card to apply on the Bank's ATM, or use an IC ATM card and an IC card reader to apply via Internet Banking; or the Applicant may use an ID card to apply via Video Conference Service of Mobile Banking app.**
  - (II) **The Applicant may apply for Mobile Banking OTP in the following ways: After completing Mobile Devices Binding, the procedure may be done through SMS OTP with SIM card verification, or by applying through E.SUN Bank Facial Recognition.**
  - (III) **Upon successful completion of the application for the SMS OTP by the Applicant, Voice OTP will also be automatically activated.**
  - (IV) **If the Applicant changes the telephone number specified for the SMS OTP or Voice OTP service, fraudulently used, stolen or any unauthorized conduct by a third party, the Applicant shall apply for a change, stop or cancellation with the Bank or via Internet Banking using a bank card and card reader, or notify the Bank by any other method as agreed to by the Bank. Prior to the completion of processing of such application, the Applicant is held accountable for all transactions using the Services during the period.**
  - (V) **After five consecutive incorrect entries of the SMS OTP and Voice OTP for the Services, the system will automatically terminate the user's authority to use SMS OTP and Voice OTP. The Applicant must then re-apply to the Bank for the SMS OTP service.**
  - (VI) **Voice OTP may only be used for authentication for up to five times per day. In the event the maximum use per day is reached, the system will automatically suspend the user's access to the Services, and the user will need to wait until the next day to regain access.**
- III. **SIM card verification may only be used for authentication for up to five times per day. In the event the maximum use per day is reached, the system will automatically suspend the user's access to the Services, and the user will need to wait until the next day to regain access.**
- IV. When the Applicant logs into the Services via the Internet, the Applicant must enter the correct ID Number/Unified Business Number, username and user password, or other login methods provided by the Bank to use the Services.
- V. The Applicant shall set a 6-15 digit alphanumeric user password for the Services. The password may not be the same as the Applicant's ID Number/Unified Business Number or username and may not include the last four digits of the Applicants' phone number or birthday (month and day). It also cannot be 3 identical English numbers/continuous English characters/serial numbers. The password may be changed an unlimited number of times, but may not be the same as the original password.
- VI. **After five consecutive incorrect entries of the username or user password for the Services, or when the service is not activated within 180 days after the counter application, the system will automatically suspend the user's access to the Services. If the Applicant intends to use the Services again, the Applicant must apply for the Services using the method announced on the Bank's website.**
- VII. **If wrong graphical password or numeric password for logging into mobile banking is entered for three consecutive times, the system will automatically cancel the password. To reactivate the graphical password or numeric password, the Applicant must login using his/her ID number, username and password to reset it.**
- VIII. The Applicant is responsible for the safekeeping and confidentiality of self-defined username, password of Personal Internet Banking and Mobile

Banking Services, certificates, private keys, software/hardware, and other tools sufficient for identification (such as fingerprint recognition, facial recognition, etc.) provided by the Bank or by the Applicant. In using the built-in login verification methods of the mobile devices (including but not limited to fingerprint recognition and facial recognition), the login restrictions and reactivation methods shall be based on the mobile device's operating system and manufacturer and the user agreement. The Applicant shall keep the mobile device safe and only enter his/her information in the device. The Applicant shall bear all damage by stolen if the Applicant fails to fulfill the responsibilities mentioned above for custody and confidentiality, and the Bank shall not be liable for any compensation.

- IX. Once the Applicant logs in, if the Applicant does not take action for more than five minutes, the Services will automatically log him/her Applicant out. This is to prevent use by another person. The Applicant must then log in again to continue using the Services.
- X. The Services only allow one ID Number/Unified Business Number to establish one session during the same period of time. Hence, when a second person attempts to use the same ID Number/Unified Business Number to establish a session, the Applicant agrees that the Bank may allow the second person logging in to decide whether or not to automatically log the first person out.
- XI. The Applicant must first log into mobile banking before binding it to a mobile device. Other operational matters should be in accordance with the following rules:
- (I) **The Applicant may bind a maximum of one mobile device (total count of Android and iOS mobile devices).**
  - (II) **Each device may be bound to a maximum of one ID Number/Unified Business Number.**
  - (III) The services provided via mobile banking may only be used after binding a mobile device, which is verified with voice OTP, ATM verification PIN as a QR Code shown at a Bank ATM, or SMS OTP with enhanced protection mechanism (such as SIM card verification). Such services include but are not limited to fast login, push notifications, non-designated account transfer, reservation for cardless withdrawal transaction, application for E.SUN Bank IXML certificates, and signatures and verification for foreign currency transactions exceeding the limit. If the Applicant exceeds binding to a mobile device, the Bank will suspend services provided by mobile banking; the Applicant must then bind the mobile device again to re-access the services.
- XII. If the Applicant uses mobile banking notification services, the relevant operational matters shall be handled in accordance with the following rules:
- (I) **The Services may only be used after binding a mobile device. The Applicant may bind a maximum of one mobile device, and each device may be bound to a maximum of one ID number/Unified Business Number for account safety.**
  - (II) Notification services only serve as a reminder, and push notifications will only be received when Internet access is enabled and the connection is normal. If notifications cannot be received due to any equipment or network settings, or due to any other issues unforeseeable by the Bank, the Applicant shall inquire regarding needed services via other methods (e.g., Internet banking, phone banking, or ATM).
  - (III) If the Applicant loses a device, intends to give a device to another as a gift, or intends to delete mobile banking, the Applicant shall cancel the binding via Internet banking or mobile banking.
- XIII. After the Services is terminated, the Applicant must re-apply for the Services online, or according to other methods announced by the Bank.
- XIV. In order to protect the security of the Applicant's account, if the Applicant does not log in to the Services for over 18 months, he/she shall re-verify his/her identity in accordance with the Bank's application process to continue using the Services.**
- XV. **To minimize risks, the Applicant shall make timely password changes. The Applicant is responsible for safekeeping of the relevant documents, the self-defined username and password, telephone number specified for receiving SMS OTP (including Voice OTP), and other identification tools and other login methods agreed upon with or provided by the Bank. The Applicant is also responsible for preventing any of such identification tools and login methods from being fraudulently used or stolen, or in any other way used by any third party without the Applicant's authorization.**
- XVI. The Applicant acknowledges and guarantees that the email address provided to the Bank is used by the Applicant. The relevant operational matters shall be handled in accordance with the following rules:
- (I) To protect the interest and rights of the Applicant, the Bank may check if the email address provided is the same as the email address provided by others to the Bank. The Bank may make inquiries with the Applicant and keep relevant records thereafter.
  - (II) To ensure that the email address provided by the Applicant to the Bank is able to receive electronic documents and notifications, the Applicant understands and agrees to click on the email verification link sent by the Bank in order to complete the procedures to save or update his/her email address, and to undergo the procedures again to save or update his/her email, if the aforesaid verification mechanism is not completed before the specified time period.

#### **Article 12-1 (Video Conference Service)**

The Applicant agrees to comply with the regulations below when using the Video Conference Service of the Bank:

- I. The Applicant declares and confirms that no identity falsification through mechanisms such as pre-recorded videos, constructed masks, or simulated images occurred during video conferencing, and that he/she is using the Video Conference Service of the Bank after receiving sufficient information and without being coerced or manipulated. The Applicant who does not agree to verify his/her identity via the Video Conference Service shall close or immediately terminate the Video Conference Service.
- II. The Applicant must log into Mobile Banking and upload an image file of his/her ID card in order to provide identification document to the Bank. The Bank will verify the identity of the Applicant based on the information provided to the Bank by the Applicant. The Applicant could use the Video Conference Service of the Bank after the completion of the identity verification.
- III. The Applicant understands and agrees that the Bank may record the process of the Video Conference Service via methods such as photography, voice recording and video recording, and that the photos, voice recordings and videos represent the Applicant's expressed intentions and therefore are bound to the Applicant.
- IV. If the Video Conference Service is disconnected or the service connection cannot be established due to bad network service signals or poor connection quality of the Applicant's mobile devices, the Applicant shall be responsible for all network transmission charges generated for using the video conference equipment. However, if the Bank's system is responsible for such errors, the Bank should assist the Applicant to correct the errors and provide any other necessary assistance.
- V. Should disputes occur during Video Conference Services, the Bank will address the disputes based on the records saved by the Bank computer system, and the Bank reserves the right to investigate and audit after the incident.

#### **Article 12-2 (E.SUN Bank Facial Recognition)**

When applying to the Bank for E.SUN Bank Facial Recognition, the Applicant shall use his/her own facial features to set up the bound mobile device. Each ID Number may only be registered for the facial features of one person.. The Applicant agrees to comply with the following regulations of the Bank:

- I. When registering for E.SUN Bank Facial Recognition through Mobile Banking APP, the Applicant agrees that the Bank may collect the Applicant's facial features and photos through the mobile device (e.g., front camera, etc.) or other external devices (e.g., cameras, scanners, etc.) by means of photographic recording. The applicant shall meet the detection requirements before completing the registration of E.SUN Bank Facial Recognition.
- II. Upon completion of the E.SUN Bank Facial Recognition registration, the Applicant may use the identity verification service of the Bank; in addition, the Applicant allows the Bank to use his/her facial features and photos for the purpose of enhancing facial recognition performance.
- III. In order to protect the rights and interests of the Applicant in the use of E.SUN Bank Facial Recognition, the Applicant guarantees that the bound mobile device has been set up with the Applicant's own facial features and that the use of E.SUN Bank Facial Recognition is restricted to the Applicant after the completion of the registration and activation of E.SUN Bank Facial Recognition. When the Applicant agrees to the use of E.SUN Bank Facial Recognition on the bound mobile device, it shall be deemed to be the Applicant's own act or his/her legally authorized act. The Applicant shall be liable for any damage caused by his/her violation of this Article.
- IV. The Applicant agrees to cooperate with the Bank's request to update his/her facial features based on business conditions or to update the facial features by re-registering through Mobile Banking APP.
- V. **When using E.SUN Bank Facial Recognition, if, for any reason (including but not limited to the inability of the Applicant to provide clear facial features, change of facial features after setting them, or recognition not based on the facial features set by the Applicant, etc.), the Applicant's face cannot be recognized for five consecutive times, the system will automatically terminate the use of E.SUN Bank Facial Recognition by the Applicant. If the Applicant wishes to resume the service, he/she will have to re-register. The Bank will provide the relevant channel to re-collect his/her facial features.**
- VI. **When re-registering for E.SUN Bank Facial Recognition through Mobile Banking APP, if, for any reason, the Applicant is unable to re-**

register for five consecutive times due to the failure of facial recognition, he/she shall log into Personal Internet Banking for verification with his/her IC ATM card before registering again.

**Article 13 (Designated Account Transfer, Withdrawal, and Amount Limits)**

- I. Designated accounts shall be identified by the Applicant prior to using the transfer function of the Services. TWD transfer functions are divided into those to designated and those to non-designated accounts.
- II. Designated accounts for transfers must be designated at the counter or online in advance before transfer may be made.
  - (I) If the designated transfer account added online for the first time is an account in another person's name, the Applicant must activate the function via counter prior to add transfer accounts online.
  - (II) If the added designated account for transfer has the same name as the account with the Bank, the designation will immediately become effective. **If such an account does not have the same name as the account with the Bank, the designation will become effective on the second following day. If the designated transfer account is in an abnormal state such as a warning account, the Bank may refuse the application.**
  - (III) The maximum daily outward transfer to each outward-transfer account shall be NT\$2 million (calculated in addition to automatic transfer). If the designated transfer-receiving account is opened with the Bank, arrangements may be separately made at the counter for a daily limit higher than NT\$2 million.
- III. **Online access to non-designated account transfer must be activated via counter application or Personal Internet Banking. Furthermore, SMS OTP, verification through the Bank's bank card and card reader or other verification method agreed with the Bank is also required to process the transfer.**
  - (I) **If the Applicant's account is applied via counter application:**
    1. The limits for "non-designated account transfers" from a specific account are NT\$50,000 per transaction, NT\$100,000 for the combined transfer amount per day, and NT\$200,000 for the combined transfer amount per month.
    2. If the Applicant intends to increase the transfer limit for "non-designated account transfers", the Applicant may submit an application online to increase the limit: The limits for "non-designated account transfers" from a specific account are NT\$20,000 per transaction, NT\$200,000 for the combined transfer amount per day, and NT\$500,000 for the combined transfer amount per month. These limits do not include transfers that were scheduled but not actually transferred.
  - (II) **If the Applicant's account is a Digital Account, the limits for "non-designated account transfers" please refer to "Digital Account Opening Special Agreement".**
- IV. **Where the Applicant uses mobile banking to reserve a cardless withdrawal transaction for cardless withdrawal, the limit on a single withdrawal from each account is the equivalent of NT\$30,000. The daily combined limit for withdrawals from each account is the equivalent of NT\$30,000. The monthly combined limit for withdrawals from each account is the equivalent of NT\$200,000. Combined with IC ATM card withdrawal, the daily combined limit for withdrawals from each account is the equivalent of NT\$150,000. The monthly combined limit for withdrawals from each account is the equivalent of NT\$200,000.**

**Article 13-1 (QR Code Smart Pay)**

The Applicant agrees to comply with the following terms and conditions of the Bank to apply for the QR code Smart Pay function:

- I. These Services are only available to natural persons.
- II. The QR Code Smart Pay service is calculated as part of the spending limit for the IC ATM card; and the total amount of spending per day per account shall not exceed the equivalent of NT\$150,000 (aggregate sum for domestic withdrawals, overseas withdrawals and overseas Smart Pay transactions).
- III. Agreeing to the terms and conditions of this agreement shall be deemed as the Applicant agreeing to use the QR code Smart Pay function, and as the Applicant agreeing to present the account payment code to process QR code Smart Pay at merchants accepting Taiwan Pay or "TWQR" signage.
- IV. The Applicant may deactivate the QR Code Smart Pay function via mobile banking settings, and may activate the function in the same place when later needing to use the service.
- V. Notice for Users
  - (I) As the QR Code Smart Pay function is linked to a deposit account with the Bank, if the linked account is suspended, frozen, or has an insufficient balance, the Services cannot be used.
  - (II) The QR code generated by the QR code Smart Pay function must be used to complete the payment process at the merchant within five minutes; payment will be unsuccessful if this time limit is exceeded.
  - (III) The Applicant must apply for a mobile phone barcode on the e-Invoice Platform, and confirm that the correct device information is entered in the mobile banking interface. The Applicant may present the payment code and simultaneously store the transaction information via e-invoice at the supporting merchant, or present an e-invoice barcode for the merchant to scan and store the e-invoice. When inquiry into uniform invoice lottery winnings is needed, please go to the e-Invoice Platform to make such inquiries and to collect any prizes. The Applicant shall be responsible for any losses from not being able to collect prizes due to incorrect use of the mobile phone barcode.
  - (IV) The Applicant understands and agrees that the Bank may adjust or change the content of services or terms and conditions based on business needs and actual circumstances. If the Applicant continues to use the QR Code Smart Pay function following the Bank making any adjustment or change to the content of services or terms and conditions, such usage shall be deemed as agreeing to the adjustment. The Applicant must deactivate the service if he/she does not agree to the terms and conditions.
- VI. The Applicant understands and agrees that the Bank may collect, process, and use personal information (including but not limited to user identity verification, transaction amounts, and payment account) obtained from the QR Code Smart Pay function, and may provide the above-mentioned data to the Financial Information Service Co., Ltd. within the reasonable and necessary scope. The Bank shall fulfill its notification obligation in accordance with Article 8 of the Personal Data Protection Act and the Bank's personal information notifications.
- VII. In the event of any dispute between the Applicant and merchant, the Applicant shall seek resolution via the merchant's dispute settlement mechanisms. The Applicant may not use this as cause to request that the Bank return the paid proceeds. Also, the Applicant may not claim against the Bank for any transaction-related disputes with the merchant.

**Article 13-2 (Sole Proprietorship Account Linking)**

- I. If the Applicant is the Representative of the sole proprietorship (hereinafter referred to as the "Representative"), the Applicant may set up the linking of the sole proprietorship's account details to the Representative's account through the Mobile Banking app. After the setup is complete, the Representative can log into their personal account to view the linked sole proprietorship account details.
- II. To link a sole proprietorship account, the Representative must verify their identity by entering the SMS OTP to the mobile phone number that the sole proprietorship provided to the Bank.
- III. The Representative may link up to three sole proprietorship accounts to their personal account. If the linked sole proprietorship's account is closed or the Representative information provided to the Bank is changed, the Bank's system will automatically unlink the accounts.

**Article 14 (Money Laundering Control Act)**

**If the principal violates the provisions of Article 15-2, Paragraph 1 of the Money Laundering Control Act and is reprimanded by the police authorities of the relevant municipalities, counties (cities), the Bank will restrict the account opened uses the Services from the principal in accordance with the provisions of the aforementioned law.**

**Article 15 (Foreign exchange trading services)**

- I. The Applicant accepts that each credit/debit accounts for foreign exchange transactions via the Services shall be specified at the counter prior to such transactions. The daily transaction limit of each individual account is subject to the Bank's regulations.
- II. If an account designated for transfer has the same name as an account with the Bank, the designation will become effective immediately. If such an account does not have the same name as an account with the Bank, the designation will become effective on the second following day.
- III. The Applicant accepts the following transaction limits and service hours:
  - (I) The transaction amounts are cumulated on daily (business day) basis.
    - A. The transaction amounts in foreign currency buying (buying foreign currency with TWD, transfer and outward remittance of foreign

currency settled using TWD deposits) and selling (selling foreign currency deposits and deposit into a TWD account, inward remittances in foreign currency sold and deposited in a TWD account, withdrawal of PayPal funds for deposit in a TWD account) conducted by the same depositor on the same business day are separately calculated, and the amounts will be accrued to the transaction limits on buying and selling foreign currency on the same business day. For the transactions conducted on non-business days, the transaction amounts will be accrued to the transaction limits on buying and selling foreign currency on the next business day.

- B. The transaction amounts in foreign currency transfers (in-house transfer, outward remittance, and inward remittance) and foreign currency exchange (excluding TWD) conducted by the same depositor on the same business day are separately calculated, and the amounts will be accrued to the transaction limits on foreign currency transfers and foreign currency exchange (excluding TWD) on the same business day. For the transactions conducted on non-business days, the transaction amounts will be accrued to the transaction limits on foreign currency transfers and foreign currency exchange (excluding TWD) on the next business days.
- (II) The limit on transactions of buying and selling foreign currency (involving settlement in TWD) is total calculated for transactions conducted at the counter and through digital channels. The limit on foreign currency transfers and foreign currency exchange (excluding TWD) is total calculated for transactions conducted through digital channels. The transaction limits shall be in accordance with the appendix. Foreign exchange transactions exceeding the limits may be directly applied for at the counter. Any adjustments shall be handled according to the Bank's explanations within the automated service system.
- (III) Transactions of buying and selling foreign currency, foreign currency exchange (excluding TWD), and foreign currency in-house transfer can be conducted 24/7. Outward remittance and inward remittance can be conducted from 09:00 to 17:00 on business days, while foreign currency time deposit can be conducted from 09:00 to 23:00 on business days. Except for inward remittance, any other transactions applied outside the said period will be regarded as scheduled transactions and be conducted on scheduled date.
- IV. When a minor, a natural person under the age of 18 bearing National Identification Card of R.O.C., applies for foreign exchange service through the Services, the cumulated amount of buying and selling foreign currency should be less than NT\$500,000 in a single business day. Once such an Applicant turns 18, amount limits are subject to the Bank's regulations for Taiwan natural persons.
- V. When applying for outward remittance services online, the relevant operational matters shall be handled in accordance with the following rule of "Application for Outward Remittance", and The Applicant agrees to the Bank's use of SWIFT to transfer the remittance to the designated credit account on the application date.
- VI. The Applicant agrees that the exchange rate applied to this transaction will be subject to the Bank's real-time quoted rate. The Bank may, depending on the actual market status, adjust or temporarily cancel the quoted exchange rate; Internet banking discounts may be canceled due to market fluctuations, Taipei or international market(s) closure, or Bank's policy.
- VII. The Applicant must truthfully declare the amounts and nature of each foreign exchange transaction using the Services, and must use electronic signatures for declaration if the cumulative amount of foreign exchange transactions via personal internet banking and mobile banking reaches NT\$500,000 or a scheduled transaction reaches a certain amount. The Applicant shall be responsible for any false declaration or incorrect information.
- VIII. The Applicant agrees that after using a mobile device for foreign exchange transactions, the computer version of the internet banking shall thereafter be used for inquiries and printing out transaction certificates or Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions.
- IX. The Bank is not responsible for information which is sent without following the required procedures. Moreover, the Bank is not liable for any errors, omissions, or repeated delivery of information caused by the Applicant.
- X. The Bank may charge the Applicant any additional fees incurred when executing this service and the Applicant shall pay such fees immediately upon receiving the Bank's notification, and shall raise no objection.
- XI. The Applicant agrees that when applying online for outward remittance to/from mainland China, the application shall be processed in accordance with the regulatory requirements of the competent authority.

#### **Article 16 (Transaction Verification)**

- I. For every instruction processed, the Bank shall notify the Applicant of the outcome via electronic documents. The Applicant shall verify whether such outcomes contain errors. Any inconsistencies must be reported to the Bank within 45 days after the transaction is completed, by e-mail, phone call, or by other method as agreed, for further investigation.
- II. The Bank shall deliver a statement of transactions conducted in the previous month to the Applicant on a monthly basis using methods agreed upon by the two parties (The statement shall not be delivered for months where no transactions took place.).
- (I) The delivery date may be pushed back further if the Bank is unable to operate due to reasons not attributable to the Bank or owing to force majeure, the working days required for preparation works are insufficient, or the schedule required for data verification is affected by system-related factors.
- (II) The Applicant shall verify all items listed in the transaction statement and report any errors found by e-mail, phone call, or by any other method in written format within 45 days after receiving the statement. If there are any doubts about the transaction details on the credit card statement, it should be handled according to the time limit and method specified in Terms and Conditions for E.SUN Bank Credit Cards.
- III. The Bank shall immediately conduct an investigation upon receiving the Applicant's report. The Bank shall inform the Applicant of the outcome of the investigation via electronic document within 30 days after receiving the report.
- IV. The Applicant agrees to receive or inquire about transaction results using the following methods: ATM inquiry, Telephone Banking inquiry, account statement via fax, Internet Banking inquiry, account statement printed online, passbook update with the Bank or electronic documents sent by the Bank (in cases where the causes of a delivery failure are not attributable to the Bank, the document will not be resent), or any method agreed upon by the two parties.

#### **Article 14 (Responding to errors in electronic documents)**

- I. If the Applicant encounters any errors in electronic documents that are not attributable to the Applicant, the Bank shall assist the Applicant in rectifying the error and offer other assistance as deemed necessary.
- II. If the above errors are attributable to the Bank's mistakes, the Bank shall rectify such immediately upon being informed, and simultaneously notify the Applicant of such errors via electronic document, telephone, text message, or other agreed methods.
- III. In the event that, during use of the Services, the Applicant transfers funds into the wrong account or in a wrong amount, such as by entering an incorrect bank code, account number, or amount, the Bank shall provide the following assistance immediately on being notified by the Applicant:**
- (I) Provide details relating to the transaction to the extent permissible by law.
- (II) Notify the receiving bank for assistance.
- (III) Report the results.

#### **Article 18 (Authorization and responsibilities associated with electronic documents)**

- I. The Bank and the Applicant shall ensure that all electronic documents transmitted to the other party are legally authorized.
- II. If the Bank or the Applicant discover any misuse or theft of username, password, certificate, private key, or any unauthorized conduct by a third party, the Bank and/or Applicant shall notify the other party by e-mail, phone call, or in writing to suspend the use of the service and take necessary precautions.
- III. The Bank shall be responsible for the outcome of the third party's use of service before the notice is received. This however excludes any of the following circumstances:
- (I) The Bank is able to prove that the misuse is due to the Applicant's intentional or negligent act.
- (II) The misuse happens more than 45 days after the Bank transmits transaction data or an account statement in the form of an electronic document. However, special circumstances (e.g., long-distance travel, hospitalization, etc.) where the Applicant is unreachable for notification in time are excluded from the above rule; in such cases, the 45-day period begins from the day the special circumstances end, unless the delay in notification is caused by an intentional or negligent act of the Bank. The Bank shall bear the costs of investigation into

the misuse and theft described in Paragraph 2.

#### Article 19 (IT system security)

- I. The Bank and the Applicant must ensure the security of their own information technology systems, and take appropriate measures to protect records and personal information from intrusion, illegal access, theft, alteration, or destruction.
- II. Where there is a dispute over whether the Bank's protective measures have been breached or its security weaknesses have been exploited by a third party, the Bank is responsible for providing evidence proving that such incidents did not occur.
- III. The Bank is liable for compensation of the Applicant for any damages ensuing from third-party intrusion into its information systems.

#### Article 20 (Duty of Confidentiality)

- I. Unless otherwise regulated by law, the Bank must ensure that the electronic documents exchanged with the Applicant and any information obtained while offering the Services under the Agreement are not disclosed to any third party, and nor can they be used for purposes unrelated to the Agreement. If the owner of the information has given consent to disclose such information to a third party, the third party must be made to comply with confidentiality requirements stipulated in this article.
- II. A third party's failure to comply with the confidentiality requirements is considered a violation of the Bank's obligation to inform.

#### Article 21 (Damage Compensation)

- I. The Bank and the Applicant agree that any delays, omissions, or errors in transmitting or receiving electronic documents, which give rise to damages to the other party, shall be compensated by the party whom the cause is attributable to.
- II. The Applicant agrees that all the actions taken as a result of logging into the Services using the correct password or a method agreed to with the Bank shall be deemed to have been taken by the Applicant or a person authorized by the Applicant. **The Bank may execute any instructions given with the use of a correct password or a method agreed to with the Bank without having to make certain whether the password has been used by the Applicant or an authorized person. The Bank shall not be held liable for the Applicant's losses arising from fraud or authorized or unauthorized use of the Services.** The Bank shall be held liable for losses caused by unauthorized use of passwords as a result of the Bank failing to exercise due diligence in the management of its information system.
- III. Unless due to negligence attributable to it, the Bank shall not be held liable for mistakes or delays arising from the Applicant's use of equipment and its systems, telecommunications malfunction, or a third party's negligence, or for direct, indirect, or other losses caused by any Bank services.
- IV. If the system is temporarily out of service and the Applicant is unable to process or inquire about data, the Applicant shall inquire regarding how to access the required services via other methods, such as telephone, the Bank's voice portal or ATMs. If the Applicant fails to do so, the Applicant shall not refuse to fulfill his/her obligations arising from the use of the Bank's IC ATM cards, credit cards, or other services using said temporary suspension of service as an excuse.
- V. The Applicant agrees to access the Services by connecting to the Bank's official website or using the software it provides (e.g. apps). **The Bank shall not be held liable for losses sustained by the Applicant as a result of personal information leakage resulting from using the Services through means other than the Bank's official website or software. Nevertheless, the Bank agrees to provide necessary assistance.**
- VI. The Applicant agrees to use a private mobile device or other Web-accessible device to use the Services. **The Bank shall not be held liable for losses sustained by the Applicant as a result of information leakage due to the use of third-party or public Wi-Fi. Nevertheless, the Bank agrees to provide necessary assistance.**

#### Article 22 (Force Majeure)

In the event of force majeure or a cause not attributable to the Bank, the Bank shall not be deemed to have breached the Agreement for non-performance or delayed performance of the Services, and therefore is not liable for any compensation.

Force majeure events refer to natural disasters, strikes, shutdowns, limitations imposed by government regulations, or any other events beyond the Bank's control.

#### Article 23 (Record keeping)

- I. Both the Bank and the Applicant shall retain all electronic documents that contain trading instructions. Both parties shall also ensure the authenticity and integrity of the retained records.
- II. The Bank shall exercise due diligence in managing the aforementioned records. The records shall be retained for at least five years, or for a longer duration if otherwise stipulated by law.

#### Article 24 (Supply of Information and Confidentiality Agreement)

The Bank owns all works and data on the website, including but not limited to text, pictures, files, video, copyright, patents, trademarks, trade secrets, other intellectual property rights, ownership, and other rights. Unless otherwise agreed upon in the Agreement or written authorization is obtained from the Bank in advance, the Applicant may not reproduce, transmit, modify, edit, publish, or use the works or data in any form or way; otherwise, the Applicant shall be liable for compensating the Bank for any losses the Bank sustains (including attorney fees and business reputation damage).

#### Article 25 (Efficacy of electronic documents)

The Bank and the Applicant agree to use electronic documents as a means of transmitting instructions. All electronic documents exchanged according to the terms of the Agreement are equivalent to instructions issued in writing. This excludes any circumstance where laws have regulated otherwise.

#### Article 26 (Termination of the Agreement by the Applicant)

The Applicant may terminate the Agreement at any time, provided that the termination request is made in person or via any method agreed upon by the two parties.

#### Article 27 (Termination of the Agreement by the Bank)

The Bank shall notify the Applicant in writing at least 30 days prior to the termination of the Agreement. **However, in any of the following circumstances, the Bank may terminate the Agreement at any time in writing, by e-mail, or a method agreed to by the Applicant and the Bank:**

- I. **The Applicant has assigned rights or obligations of the Agreement to a third party without the Bank's consent.**
- II. **The Applicant is found to have engaged in the following intents: using the Services to access data that is not owned by the Applicant, or other misuse of the Services abnormal transactions of substantial amounts or frequency, or destructive or inappropriate behavior involving the use of simulation programs, Trojan horse programs or virus programs.**
- III. **The Applicant declares bankruptcy or is declared bankrupt according to the Bankruptcy Act, or undergoes debt rehabilitation or liquidation according to the Statute for Consumer Debt Reform.**
- IV. **The Applicant violates Articles 17 to 19 of the Agreement.**
- V. **The Applicant is in violation of other terms of the Agreement, and has failed to rectify within the timeframe specified by the Bank after prompting by the Bank.**

#### Article 28 (Amendments)

**If any changes are made to the terms of the Agreement, the Bank shall notify the Applicant of such changes either in writing or in a prominent way at the Bank's place of business or on its website. After the notification of the Bank, the Applicant shall be treated as having consented to the change(s) if no objection is raised within seven days following the delivery of the written notification or the date the notification is made by other means, whichever is earlier.** For the following changes, however, the Bank shall notify the Applicant in writing, by e-mail, or a method agreed to by both the Bank and the Applicant at least 60 days prior to the effective date. The notification must include detailed descriptions of the changes, comparisons of the original and revised terms, and effective date in a clear manner, informing the Applicant of his/her right to object and notify the Bank to terminate the Agreement before the changes take effect. If no objection is raised by the Applicant before the effective date, the changes are considered accepted by the Applicant:

- I. Changes in the method of notifying the other party in cases of theft or misuse of username, password, certificate, private key, or any unauthorized conduct.
- II. Other matters stipulated by the competent authority.

#### Article 29 (Delivery of correspondence)

The Applicant agrees to use the address specified in the Agreement and the e-mail address provided to the bank as the mail/e-mail address for future correspondence delivery. If there are any changes, the Applicant is required to notify the Bank in writing or by the electronic document specified by the Bank. By sending this notification, the Applicant agrees to the use of the updated address/email address for future correspondence delivery. Up until the Applicant notifies the Bank of any change in the delivery addresses in writing or by the electronic document specified by the Bank, such change shall

have no effect on the Bank, and the Bank may consider the address specified in the Agreement and the e-mail address provided to the Bank by the Applicant as the delivery addresses.

**Article 30 (Applicable laws)**

The interpretation, validity, performance, and other matters not specified in the Agreement shall be governed by the laws of Taiwan.

**Article 31 (Jurisdiction)**

The Principal agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

**Article 32 (Title)**

The titles used in this Agreement are only for convenience and do not affect the substantial meaning and interpretation of the terms.

**Article 33 (Contract Copies)**

There are two copies of this agreement, separately kept by the Bank and the Applicant.

Appendix: Foreign Currency Transaction Limits for Personal Internet Banking and Mobile Banking

I. Limit on buying and selling foreign currency (involving settlement in TWD): The transaction limits below are the totals calculated for transactions at the counter and through digital channels (Note 1):

Time	Business day		Non-business day
	9:00~15:30	00:00-09:00 15:30-24:00 (Note 2)	00:00-24:00 (Note 3)
Identity			
Individual ,including foreigners with	Less than the equivalent of US\$250,000 (Note 1)	Less than the equivalent of NT\$500,000	Less than the equivalent of NT\$500,000
Companies and business firms	Personal Internet Banking: Less than the equivalent of US\$250,000	Personal Internet Banking: Less than the equivalent of NT\$500,000	
	Mobile Banking: Less than the equivalent of NT\$500,000		
Non-resident	Less than the equivalent of NT\$500,000		
Minor	Less than the equivalent of NT\$500,000		

Note1: “Less than the equivalent of US\$250,000” applies when a transaction is conducted through digital channels,. “Less than the equivalent of NT\$500,000” applies to all transactions, either conducted at the counter or conducted through digital channels.

Note2: “Less than the equivalent of NT\$500,000” applies to transactions of buying and selling foreign currency which conducted within 00:00-09:00 or 15:30-24:00. The transaction amount will be accrued to the transaction limits on buying and selling foreign currency conducted at the counter or through digital channels on the same business day.

Note3: “Less than the equivalent of NT\$500,000” applies to transactions of buying and selling foreign currency which conducted on non-business day. The transaction amount will be accrued to the transaction limits on buying and selling foreign currency conducted at the counter or through digital channels on the next business days.

II. Limitations on foreign currency transactions (excluding TWD): The transaction limits are the totals calculated for transactions through digital channels. The cumulative amount of in-house transfer, outward remittance, inward remittance, and foreign currency exchange conducted by the same company, business firm, group, or individual (including minors and non-residents) may not exceed the equivalent of US\$250,000 on the same business day. For the transactions conducted on non-business days, the transaction amounts will be accumulated to the limit on foreign currency transfers and foreign currency exchange (excluding TWD) on the next business day.



## Chapter 8 Terms and Conditions of Automatic Payments (2020.08 Version)

The Signatory's applications to the Bank for adding/deleting institutions to which automatic payments are made by the Bank based on his/her instructions shall be governed by the "Terms and conditions of automatic payments."

### I. Provisions Governing Automatic Payment of Utility Bills / Various payment

#### Article 1

**The Principal shall apply for the automatic payment service in writing or through an ATM, the Internet, or another method agreed by the Bank.** If the Bank is unable to make an automatic payment due to incomplete information, a mistake, or another reason, the Signatory shall be wholly responsible.

#### Article 2

The Principal agrees the Bank shall begin making automatic payments after the Bank has accepted an application, obtained the Payer's consent, and completed all the internal procedures. Before completing the above steps, the Payer/institution taking out insurance (making contributions) shall make the relevant payments themselves.

#### Article 3

The Bank shall ask the Principal to send the various documents (including receipts, statements, and notifications) or media to the Bank, which shall make the relevant payment on the designated date (or the date agreed upon in the Agreement) by deducting the same amount from the Principal's account balance.

#### Article 4

The Principal shall designate the account from which amounts shall be withdrawn and payments made with sufficient funds reserved for making the payments. If the balance in the account is not enough to pay the relevant expenses and the account has been granted for pledged loans or overdraft quota, the system shall use the said quota.

#### Article 5

The date by which an automatic payment must be made shall be designated by the Payer. If the payment cannot be made due to insufficient funds in the designated account (the number of times shall be designated by the Payer), or the funds being seized by a court of law, or the account has been closed, the Bank shall unilaterally end the automatic payment arrangement. The damage sustained as a result shall be the responsibility of the Principal/institution taking out insurance (making contributions).

#### Article 6

**The Principal planning to designate a different automatic payment account shall cancel the original arrangement and reapply in writing, using an ATM, the Internet, or through another method approved by the Bank.** The Signatory shall agree, starting in the month the Bank accepts application for a change of the deduction account and the Payer changes its files, the automatic payments shall be made by deducting funds from the new account.

#### Article 7

The Principal having made an automatic payment arrangement shall not refuse to pay before the arrangement is terminated. Otherwise, he/she shall be responsible for penalties incurred by the Payer/institution taking out insurance (making contributions).

#### Article 8

Stamps affixed to receipts by the Bank shall have the same validity as those affixed by the Payer. The receipt obtained after making an automatic payment shall be collected by the Principal within two months.

#### Article 9

If the Bank is notified by the Payer of a change of user number, the Signatory agrees the Bank shall pay the expenses incurred by the new number.

#### Article 10

If the Principal has questions about any automatic payment made, they shall direct inquiries to the Payer. If the Principal moves or changes his/her phone number or stops using his/her phone number, he/she shall immediately handle the relevant matters and inform the Bank. The Principal shall be responsible for losses incurred as a result of failing to handle the relevant matters.

#### Article 11

The automatic payment arrangement shall remain valid even after the Principal loses or changes his/her seal. The same applies to a change to the organization, institution, or responsible person.

#### Article 12

The Principal or the Bank may terminate the automatic payment arrangement at any time. **When the Signatory chooses to do so, he/she shall notify the Bank in writing or through an ATM, the Internet, or another method approved by the Bank,** and do so two months in advance. The termination shall take effect from the month in which the Payer accepts the termination and changes its files. If the Payer has to pay a penalty as a result of the termination, the Payer/institution taking out insurance (making contributions) shall be responsible.

#### Article 13

If the designated payment account is a check deposit account, and check(s) bounce as a result of insufficient funds after making an automatic payment, the Principal shall be solely responsible.

#### Article 14

Matters not addressed in the Agreement shall be governed by relevant laws and regulations and general banking practices.

### II. Provisions Governing Automatic Payment of E.SUN Credit Card Charges

In order to facilitate payment of E.SUN credit card charges, the Signatory authorizes the Bank to transfer funds from a designated account to pay the charges and agrees to the following provisions:

#### Article 1

If funds in the designated account are insufficient and additional funds are not deposited in a timely manner, which results in failure to make a timely payment, the Bank does not have the obligation to notify the Principal or pay the charges then and be reimbursed later. The penalty, interest, and other expenses incurred as a result shall be paid by the Principal.

#### Article 2

If the Principal uses his/her account pledged loans or overdraft quota due to making the automatic payment arrangement, the interest or other expenses incurred as a result shall be paid by the Principal.

#### Article 3

The Principal agrees to ensure that the Bank shall not sustain any expense or loss as a result of being his/her Payer. If the Bank sustains any loss, the Principal shall immediately reimburse the Bank.

#### Article 4

If the Principal wants to change the deduction account number, amount, or terminate the arrangement, he/she shall submit an application to the Bank's credit card department.

#### Article 5

If all the cards held by the primary cardholder and the supplementary cardholder have been terminated and all the charges paid, the automatic payment arrangement shall become invalid.

## Chapter 9 Terms and Conditions of Securities Settlement (2024.07 Version)

Due to trading authorized products, including but not limited to trading domestic securities (including credit transactions) or authorizing securities subscription at securities companies cooperating with the Bank (hereinafter "the Securities Firm"), the Principal entrusts the Bank to deal with payments related to buying/selling securities, subscription handling charges and amounts, collecting amounts arising from buying/selling securities and related payment (such as handling fees or processing fees) to the Securities Firm (or the Securities Firm handling payments and receipts for the Principal), and agrees the following provisions.

### Article 1 (Domestic Securities Business)

#### I. Securities Settlement Account Agreement

- (I) If the Principal opens a Securities Demand Deposit/Savings Deposit Account as a securities settlement account (hereinafter "General Securities Account") for transactions with E.SUN Securities, they shall agree to the following provisions:
  - i. The Principal shall complete and submit the "Securities Settlement Account Agreement and Authorization" to the Bank, and use the valid seal specimen shown in the "original authorized seal" section of the seal card or account opening application form that was submitted when opening General Securities Account. **If the Principal does not open a securities depository account with the designated securities company within one year after submitting this application and authorization, or if the Principal terminates the transaction with the designated Securities Firm, the Principal agrees that the Bank may terminate General Securities Account agreement with the designated Securities Firm.** If the Principal still has a need for securities settlement agreement, they should re-fill out the "Securities Settlement Account Agreement and Authorization" and submit it to the Bank for application.
  - ii. The Principal needs not present the original authorized seal or passbooks when authorizing the Bank to transfer funds from the General Securities Account to settle securities-related payments (including but not limited to securities purchase and sale proceeds, subscription handling charges, and subscription amounts). The Bank's automated services may be used to process deposits and withdrawals from the General Securities Account.
  - iii. If the General Securities Account is used for salary remittance, the restrictions on the salary remittance preferential interest rate and salary remittance fee discount shall not apply.
- (II) If the Principal opens the securities settlement linked account as a securities settlement account, they shall agree to the following provisions:
  - i. The Principal shall complete and submit the "Securities Current (Savings) Account Opening Agreement/Account Transfer Application and Letter of Authorization" to the Bank. The original authorized seal for the linked Demand (Savings) Deposit Account (hereinafter "Linked Account") will be used as the basis for withdrawal, and there is no need an additional seal card.
  - ii. If the Principal authorizes the Bank to use the securities settlement linked account to make payments for insufficient delivery settlement funds or any other amounts payable in the securities delivery process (including, but not limited to, securities purchase and sale proceeds, subscription handling charges, and subscription amounts), the Bank may transfer funds from the linked account to offset the payment without requiring the Principal to provide a designated seal or passbook. If there are any remaining funds in the securities settlement linked account, they will be transferred in full to the Linked Account. Deposits and withdrawals between the securities settlement linked account and the Linked Account may be processed automatically by the Bank's automated services.
  - iii. **The Principal agrees that the Bank may choose not to issue passbooks for the securities settlement linked account, and agrees to access transaction details of the Linked Account via the Bank's voice portal, the Internet, passbook, visiting one of the Bank's branches, or the Bank's mailing statements of him/her.**
- (III) If the Principal uses their current deposit/savings deposit account in the Bank as the settlement account for transactions with non-E.SUN Securities (hereinafter "the External Securities Account"), they shall agree to the following provisions:
  - i. The Principal shall complete and submit "Letter of Authorization" to the Bank, and use the valid seal specimen shown in the "original authorized seal" section of the seal card or account opening application form that was submitted when opening the External Securities Account.
  - ii. The Principal needs not present the original authorized seal or passbooks when authorizing the Bank to transfer funds from the External Securities Account to settle securities-related payments (including but not limited to securities purchase and sale proceeds, subscription handling charges, and subscription amounts). The Bank's automated services may be used to process deposits and withdrawals from the External Securities Account.
- (IV) The Principal agrees that the Bank may directly offset the proceeds from the sale of securities against any outstanding margin loans in the General Securities Account, Linked Account, or External Securities Account.

II. After offsetting the amount the Principal spends to buy securities against that he/she spends to sell securities on the same day, the amount payable to the Securities Firm (based on the "Settlement Voucher" prepared by the Securities Firm) shall be transferred on the settlement day to the Securities Firm by the Bank. If the Principal uses General Securities Account as the settlement account, the amount payable to the Securities Firm shall be transferred on the settlement day from General Securities Account to the Securities Firm by the Bank. If the Principal uses Linked Account as the settlement account, the amount payable to the Securities Firm shall be transferred on the settlement day from Linked Account to the Securities Firm by the Bank. If the Principal uses External Securities Account as the settlement account, the amount payable to the Securities Firm shall be transferred on the settlement day from External Securities Account to the Securities Firm by the Bank. If the securities cannot be fully settled, to ensure the Principal's credit, the Principal agrees the Bank to load the balance of the General Securities Account, the Linked Account or External Securities Account agreed by the Principal on the settlement day until additional funds have been deposited or the following day.

III. After offsetting the amount the Principal spends to buy securities against that he/she spends to sell securities on the same day, the amount receivable (based on the "Settlement Voucher" prepared by the Securities Firm) shall be transferred from the Securities Firm to the Bank on the agreed settlement day. If the Principal uses the General Securities Account as the settlement account, the amount shall be transferred from the Bank to the General Securities Account. If the Principal uses the Linked Account as the settlement account, the amount shall be transferred from the Bank to the Linked Account. If the Principal uses the External Securities Account as the settlement account, the amount shall be transferred from the Bank to the External Securities Account.

IV. If the Principal subscribes for securities made available to the general public, the subscription handling charge and the subscription amount payable (based on the "Subscription Handling Charge Collection List" and the "Securities Subscription Amount Collection List" prepared by the Securities Firm) to the Securities Firm (or collected by the Securities Firm) shall be transferred on the agreed deduction day to the Securities Firm by the Bank. If the Principal uses the General Securities Account as the settlement account, the amount shall be transferred from the General Securities Account to the Securities Firm by the Bank. If the Principal uses the Linked Account as the settlement account, the amount shall be transferred from the Linked Account to the Securities Firm by the Bank. If the Principal uses the External Securities Account as the settlement account, the amount shall be transferred from the External Securities Account to the Securities Firm by the Bank.

V. According to the "Settlement Voucher" prepared by the Securities Firm, the transaction details of trading securities on the same day of the General Securities Account, Linked Account or External Securities Account will be listed in only one transaction, after offsetting the amount receivables and payables that the Principal spends to sell and buy securities. The Principal may request to modify the transaction details displayed on the passbook by submitting a written request or contacting the customer service center.

VI. The Principal agrees and authorizes the Bank to provide the balance information of the Principal's designated settlement account to the Securities Firm upon request from the Securities Firm, within the scope of the purposes necessary for the Bank to handle securities-related transactions at the Securities Firm.

VII. The Principal agrees that, for the purpose of handling securities settlement-related matters, the Bank may collect, process, and utilize the Principal's transaction records, transaction data, and transaction details from their securities depository account with the Securities Firm. The duration, location, recipients, methods, and rights exercisable by the Principal regarding the use of their personal information are detailed in the "General Agreement for Account Opening" under the "Mandatory Disclosure Regarding Use of Personal Data by E.SUN Bank."

**VIII. The interest on deposits in the General Securities Account and External Securities Account shall be calculated based on the "Securities Demand Deposit/Savings Deposit" interest rates published by the Bank. The minimum balance for interest accrual is set at NT\$10,000**

(Adjustments to the minimum balance shall be made in accordance with the Bank's regulations. In the event that the Bank needs to change the minimum balance amount for interest accrual, except when it benefits the Principal, the Bank shall provide notice at least 60 days prior to the effective date through its website or other means of communication. The Principal agrees to abide by the new regulations after the changes are implemented.)

#### Article 2 (Foreign Securities Business)

- I. The amount payable by the Principal to the Securities Firm (based on the amount listed in the list or schedule prepared by the Securities Firm) will be transferred by the Bank to the Securities Firm from the agreed deposit account (including TWD and foreign currency) agreed by the Principal in the Bank in accordance with the payment date specified by the Securities Firm. The Principal agrees the Bank to load the amount of investment and related fees on the transaction day in advance (the funds that have been loaded can't be paid by myself), and authorizes the Bank to deduct the amount on the payment day. If the balance of the current deposit is insufficient to trigger the overdraft (or the certificate of deposit pledged loans), the Principal shall be responsible for it.
- II. The amount that the Securities Firm should pay to the Principal (based on the amount listed in the list or schedule prepared by the Securities Firm) will be allocated by the Securities Firm to the Bank in accordance with the payment day set by the Securities Firm, and the Bank will directly transfer the amount to the agreed deposit account (including TWD and foreign currency) opened by the Principal in the Bank.
- III. When the Principal authorizes the transfer of two or more funds in the same agreed deposit account at the same time, the Principal agrees that the order of the various funds be determined by the Bank, and the Principal has no objection.
- IV. When trading foreign securities at the Securities Firm, the Principal agrees the Securities Firm to issue an instruction slip or electronic media transmission instead of filling out the Bank's "Application for Outward Remittance", and also agrees the Bank to follow the instruction of the Securities Firm to deal with foreign exchange and related matters of the settlement of the agreed deposit account in the Principal's name. The applicable exchange rate is subject to the buy/sell spot exchange rate reported by the Bank. If the transaction involves foreign exchange of TWD, the "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions" shall be followed, and within the annual foreign exchange settlement quota of the Principal, the Securities Firm can act on behalf of the Principal to handle the transaction with the Bank, and the Principal has no objection.

#### Article 3

The Bank is not responsible for the identification of the correctness and authenticity of the "Settlement Voucher", "Subscription Handling Charge Collection List", "Securities Subscription Amount Collection List", other detailed documents or electronic files prepared by the Securities Firm. If the Principal disagrees with the amount payable or receivable from buying or selling securities, or with the subscription handling charge or amount, except for the reasons attributable to the Bank, the Principal shall deal with the Securities Firm without involving the Bank.

#### Article 4

Furthermore, for any funds that are to be transferred or collected in accord with relevant laws or regulations, or as prescribed by regulatory authorities, between the Principal and the Securities Firm through allocation methods or through the Securities Firm's collection and payment services, the Principal authorizes the Bank to handle such transactions in accordance with the provisions stated in the "General Agreement for Account Opening," "Securities Settlement Account Agreement and Authorization," "Securities Current (Savings) Account Opening Agreement/Account Transfer Application and Letter of Authorization," "Letter of Authorization," or "Foreign Securities Entrusted Buying and Selling Authorization Agreement."

#### Article 5

**The Principal agrees to subscribe for or authorize the Bank to subscribe for mutual funds, securities, or other instruments through automatic transfer by the means stipulated by the Bank. The Principal is aware of the risks involved in the said subscription and investment and agrees to be wholly responsible for them.**

#### Article 6

If the transfer cannot be processed as scheduled due to computer system failure or other force majeure reasons, the Bank may proceed with the transfer after the fault has been rectified or the force majeure has been eliminated.

#### Article 7

**The Principal opens an account with the Bank. The Principal has reviewed the account opening contract within a reasonable period and clearly understood. In the event that the Bank revises restrictions on the amount or frequency of the transfers, fee calculations or other agreements, it will take effect after the Bank's announcement and posting on the business locations/website.**

#### Article 8

The Principal agrees that the Bank may collect, process and use the Principal's personal information in accordance with relevant regulations for specific purposes approved by the competent authority, and provide it to the institutions designated by the competent authority or business having dealings with the Bank to collect, process, transmit across borders and use the Principal's personal information within the registration items or the business needs specified in the articles of association.

#### Article 9

- I. The Principal agrees not to settle the Securities the General Securities Account, Linked Account, Saving Account, External Securities Account and agreed deposit account opened with the Bank during the relevant transaction period with the Securities Firm.
- II. When the Principal terminates the transaction with the Securities Firm
  - (I) If the General Securities Account is used as the settlement account, the Principal agrees that the Bank may terminate the settlement agreement between the General Securities Account and the Securities Branch upon notification from the Securities Firm. The Principal may only proceed with the account closure procedure for the General Securities Account after the settlement agreement is terminated.
  - (II) If the Linked Account, External Securities Account or agreed deposit account is used as the settlement account, it shall take effect only after confirmation by the Bank or the Principal with the Securities Firm that there are no outstanding settlement transactions, stock holdings, or other related business activities before going through the closing procedures of the Linked Account, External Securities Account or agreed deposit account.
  - (III) The Principal agrees that the transactions occurred before the termination taken effect is still valid.

#### Article 10

If the Principal intends to change the securities settlement account, they should do so in writing or through any other method agreed upon with the Bank. The change shall only take effect after confirmation by the Bank or by the Principal and the Securities Firm that there are no outstanding delivery transactions or inventory of stocks in the original General Securities Account, Linked Account, External Securities Account, and Agreed Deposit Account. However, any transactions that occurred before the change takes effect shall be processed according to the original agreement.

#### Article 11

If the Principal opens a securities depository account with the Securities Firm and entrusts the Bank to handle securities delivery operations, the General Securities Account, Linked Account, External Securities Account, and Agreed Deposit Account will be linked to the securities depository account for the purpose of processing relevant entrusted matters.

#### Article 12

The Principal agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

## Chapter 10 Terms and Conditions of Gold Investment (2025.04 Version)

**The Principal of the Agreement (hereinafter referred to as "the Principal") hereby applies for a Gold Investment account with the Bank and agrees to observe the following terms and conditions:**

### **Article 1 Basic unit for quotation**

For Gold Investment accounts denominated in TWD and USD, the basic unit for quotation shall be 1 gram and 1 ounce (31.1 grams) of gold respectively. The Bank shall determine and announce the buy and sell price for each business day accordingly.

### **Article 2 Account opening**

- I. The Principal (not including OBU customers) shall complete and submit to the Bank an account opening application form for the Gold Investment Account (hereinafter referred to as "the Account"). All purchases/deposits, regular investments, buying price, back sales, withdrawals of physical gold, transfers or other related transactions under this account shall be processed against the original authorized seal on the specimen seal card or "authorized seal" field on the account opening application form.**
- II. Before opening the Account, the Principal shall establish an TWD demand deposit account (not a check deposit account) with the Bank. The Principal shall open a foreign currency demand deposit account at the Bank before opening a USD Gold Investment account.**
- III. The Principal may request for Gold Investment services from the Bank's service units or through Internet banking. Due to statutory restrictions, microbranches of the Bank are not allowed to process Gold Investment operations.**
- IV. Gold transactions denominated in TWD and USD shall be booked separately in the Account. Cross-currency trading or transfers are not allowed. For transactions involving USD-denominated gold, settlement shall be carried out via the Principal's foreign currency demand deposit account maintained with the Bank.**

### **Article 3 Purchase/deposit of gold**

- I. The Principal may deposit the purchased gold into his/her account. He/she shall fill out a "Gold Investment Account Purchase/Deposit Slip", affix the original authorized seal registered with the Bank, and settle the transaction according to the selling price announced by the Bank at the time when the transaction is processed in the computer systems of the Bank.**
- II. Except for regular scheduled investments/standing purchase orders, the quantity of gold purchased each time shall not be less than 1 gram or 0.1 oz and shall be in multiples of 1 gram or 0.1 oz.**
- III. For transactions involving the purchase and deposit of TWD-denominated gold to the Account, the Principal shall pay in cash or fill out a withdrawal slip authorizing the Bank to debit the transaction price from his/her TWD demand deposit account (not including check deposit account). If the payment is made by check, the gold transaction shall be executed when check clearance has been completed and the Bank has received the funds.**
- IV. For transactions involving the purchase and deposit of USD-denominated gold into the Account, the Principal shall fill out a withdrawal slip authorizing the Bank to debit the transaction price from his/her foreign currency demand deposit account.**
- V. The Principal agrees that the Bank may entrust the Bank of Taiwan as the custodian bank for gold purchased and deposited into the Account.**

### **Article 4 Regular scheduled investment/standing purchase order**

The Principal shall observe the terms and conditions specified in the "Application Form and Agreement for Gold Investment - Regular Scheduled Investment" and the "Application Form and Agreement for Gold Investment - Standing Purchase Order" when requesting services involving regular investment or standing purchase orders for the Account.

### **Article 5 Selling back**

- I. When selling back gold, the Principal shall present to the Bank the passbook and the completed "Gold Investment Account Back-Sale Slip" carrying the original authorized seal originally registered with the Bank. The Principal shall in the meantime effect payment according to the purchase price announced by the Bank at the time when the back-sale transaction is processed by the computer systems of the Bank.**
- II. The minimum quantity of gold sold back by the Principal each time shall be 1 gram or 0.1 oz respectively, and shall be in multiples of the aforementioned quantity. This shall not apply, however, when the Principal requests to sell back the entire outstanding amount of gold of the account or to close the account.**
- III. If the gold sold is denominated in TWD, the payment shall be credited solely to the Principal's TWD demand deposit account maintained with the Bank.**
- IV. If the gold sold is denominated in USD, the payment shall be credited solely to the Principal's foreign currency demand deposit account.**

### **Article 6 Withdrawal of physical gold**

- I. In case the Principal wishes to withdraw from the Account in the form of physical gold, he/she should contact the Bank's service units to agree on the specification and quantity of gold to be withdrawn. The Principal may collect the physical gold from the responsible service unit after seven business days. As a result of restrictions on transportation for offshore branches, the date of collection of spot gold shall be pursuant to the Bank's date of shipment and the Principal's actual collection date of spot goods may exceed seven (7) business days.**
- II. Withdrawal of physical gold from the Gold Investment account shall be executed separately based on the respective balance in each denominated currency, in the form of the standard gold bars provided by the Bank.**
- III. When collecting the physical gold, the Principal shall present to the Bank's service unit the passbook and the "Gold Investment Account - Physical Gold Withdrawal Slip" affixed with the original authorized seal originally registered with the Bank.**
- IV. The Principal must pay the difference between the selling price of gold quoted by the Bank and the selling price of the Gold Investment when withdrawing gold.**
- V. The Principal must pay the gold transport fee when making physical gold withdrawals.**
- VI. Gold bullions and nuggets may not be deposited or sold back to the Bank once they are withdrawn.**

### **Article 7 Transfer**

When making a transfer, the Principal shall present to the Bank's service unit the passbook and the "Gold Investment Account Transfer Slip" affixed with the original authorized seal to transfer gold to a different Gold Investment account denominated in the same currency at the Bank.

### **Article 8 Safekeeping and change of passbook and original authorized seal**

The Principal is responsible for the safekeeping of the passbook and original authorized seal in separate locations. Any misplacement, destruction, theft or other situations of the above must be immediately handled at business locations of the Bank, or loss reporting, payment suspension, and change procedures must be carried out in other ways in accordance with regulations. The Principal shall bear all losses before the Bank completes loss reporting, payment suspension, or change procedure if the real original authorized seal and passbook is used for selling back gold, making a physical gold withdrawal, transfer, or other transactions.

### **Article 9 Fee collection, adjustment, and announcement**

**The service fees shall be charged in accordance with the payment standards of the Bank. The Principal agrees that the Bank may directly adjust the service fees or contents based on its business requirements, and announce the adjustment at an obvious place in its business locations or on its**

website. If service fees are calculated in USD, service fees may only be paid from the Principal's foreign currency demand deposit account at the Bank.

#### **Article 10 Internet banking transactions**

The TWD/USD-denominated account designated by the Principal for Internet banking transactions when applying for a TWD/USD-denominated gold investment passbook shall be the Principal's TWD/foreign currency demand deposit account at the Bank (excluding check deposits). In addition, the Principal shall provide the correct e-mail address to the Bank for Internet banking transactions.

#### **Article 11 Account closure**

An account may be closed if the account's balance is zero and there are no regular scheduled investments/standing purchase orders. The Principal shall present to the Bank's service unit the passbook and original authorized seal.

#### **Article 12 Corrections**

There are serial numbers on each page of the passbook. The Principal may not rip out any pages or alter the contents. Where the records in the passbook do not match the actual transaction data recorded by the Bank, unless the Principal is able to prove the existence of errors in the Bank's computer records, the Bank's records shall prevail. The Bank may also rectify the records in the passbook, and the Principal may not correct items in the passbook at own discretion.

#### **Article 13**

The unit price information specified in the passbook refers to the price at the time of each transaction, and does not represent the value of the gold balance in the account.

#### **Article 14**

The rights to this account may not be assigned to a third party or pledged for a loan from the Bank.

#### **Article 15**

In the event that the Bank or any party files litigation against the Principal, or if the Principal becomes subject to a court-ordered provisional seizure, provisional disposition, mandatory execution, is suspected of money laundering, or imposed other legal penalties, the Bank may directly terminate the Agreement without notifying the Principal. When the Principal applies for payment, the Bank has the right to handle the application in accordance with the law.

#### **Article 16**

The Principal's personal information (including name, birthday, unified business number/ID number, mailing address, telephone and e-mail address) registered at the Bank shall be based on the information provided in the application form for account opening. The Principal agrees that the Bank may automatically update the personal information originally registered at the Bank.

#### **Article 17 Delivery of correspondence**

The Principal agrees to use the address specified for the most recently opened account or the e-mail address provided to the Bank as the means of delivery for future correspondences. The Principal is required to notify the Bank in writing or in other methods acceptable for any changes in the physical or e-mail address. The Principal also agrees for the Bank to deliver future correspondences to the newly updated physical or e-mail address. If the Principal does not notify the Bank of the change in physical or e-mail address in writing, the Bank may still deliver future correspondences to the existing or last known physical/e-mail address, and regard them as received after the usual time of delivery has elapsed or if the e-mail was not returned by the server.

#### **Article 18**

Where there is an error in the amount of the gold deposited into the Principal's Gold Investment or an excessive payment for sell back to the deposit account designated by the Principal and the Bank due to the Bank's operation errors, the Principal agrees that the Bank may directly correct such errors.

#### **Article 19 Investment risk**

- I. Due to fluctuation of gold prices in the international market, investment in gold may lead to profits or losses for the principal. In a worst case scenario, the investor may lose its entire principal. The Applicant is therefore advised to carefully evaluate before the investment and be prepared to assume the risks.
- II. **Gold Investment accounts are not considered deposit accounts, hence they are not subject to interest payments. They are also not covered by the Deposit Insurance Act, nor covered by the deposit insurance system.**
- III. A transportation fee shall be charged when customers make physical gold withdrawals from such accounts.

#### **Article 20 Notes**

- I. **Where there are gifts, inheritance, or payable taxes in relation to transactions of the Gold Investment, the Principal or its successor shall be responsible for declaring and bearing such matters.**
- II. **Profits from buying and selling gold through the Gold Investment is categorized as income from property transactions and must be declared when filing individual income tax.**
- III. **In the event of any disputes arising from transactions or services, the Principal may call the service hotline: 0800-30-1313, (02)2182-1313. Please see the Bank's website or customer rights manual for any matters not specified herein.**

#### **Article 21 The Bank may suspend Gold Investment services in the event of any one of the following situations:**

- I. Where the international gold market price or foreign exchange market rates fluctuate dramatically due to force majeure incidents.
- II. The account designated by the Principal for transactions is placed on alert by a court, prosecutor, or judicial police, or is determined by the Bank to be involved in illegal activities or abnormal transactions according to the "Regulations Governing the Deposit Accounts and Suspicious or Unusual Transactions."
- III. Pursuant to the Money Laundering Control Act, Counter-Terrorism Financing Act, Regulations Governing Anti-Money Laundering of Financial Institutions, Regulations Governing Internal Audit and Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business and Other Financial Institutions Designated by the Financial Supervisory Commission, and Guidelines Governing Anti-Money Laundering and Combating the Financing of Terrorism by the Banking Sector (the same shall apply if the laws and regulations are renamed or amended), when signing the Agreement, handling subsequent transactions, and conducting relative reviews, including but not limited to the Principal, the legal representative/responsible person/assistant/authorized person of the Principal, legal persons, organizations, beneficial owners, or person who exercises control over the Principal or the legal representative/responsible person/assistant/authorized person of the Principal may be requested to provide information on the nature and purpose of the transaction and source of funds. **Where the persons above refuse to provide necessary information (including but not limited to ID documents, register of shareholders, and list of senior executives), do not cooperate with the Bank's regular reviews, refuse to provide information on the beneficial owner or the person exercising control over the Principal and other necessary information, or are unwilling to explain the nature and purpose of transaction, or source of funds, the Bank's may temporarily suspend the transaction, temporarily suspend or terminate the business relationship, or bear no responsibility for compensation if the transaction continues.**
- IV. Where the Principal is determined to be an individual, legal entity or organization sanctioned under the Counter-Terrorism Financing Act; or a

terrorist or terrorist group identified or investigated by a foreign government or an international organization, the Bank may reject or terminate all business transactions without notifying the Principal.

- V. The Principal agrees that in case of system-related problems such as communication disconnect, the bank may suspend the provision of the service.

**Article 22 Governing laws and jurisdiction**

- I. Matters not covered herein shall be handled in accordance with the laws and regulations of the R.O.C. and general banking practices.
- II. The Agreement and investment related documentation, forms, and transactions shall be governed by the law of Taiwan. The Principal agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

**Article 23 Announcements and amendments of the agreement**

- I. Unless otherwise specified in the agreement, the Bank's announcements can be made by publishing onto the "Announcement" / "Statutory Disclosures" section of its website. The Bank may amend the terms of the agreement at any time to accommodate future changes in laws, interpretations of the Central Bank, the authorities and the Bankers Association, the products offered, operations, or when deemed necessary by the Bank. The Bank may notify the Principal of any changes made in the future by placing pamphlets at the Bank's business lobby or disclose them in the "Announcement" / "Statutory Disclosures" section of its website instead of serving individual notices. Should the Principal disagree with the Bank's amendments, the Principal must take initiative to terminate account relationships and this agreement within the timeframe specified by the Bank.
- II. If any changes are made to the terms of the Agreement, the Bank shall notify the Applicant of such changes either in writing or in a prominent way at the Bank's place of business or on its website. After the notification of the Bank, the Applicant shall be treated as having consented to the change(s) if no objection is raised within fourteen days following the delivery of the written notification or the date the notification is made by other means, whichever is earlier.
- III. The Agent may actively notify significant impact on the Principal's rights (issuing institutions have dissolution or operating difficulty of issuing institutions), via written documents, e-mail, text messages or other methods agreed upon between the Agent and the Principal to protect the Principal's rights. The Agent may post the contents of notifications received on the Agent's website.

## General Agreement for Non-Discretionary Monetary Trust(2024.04 Version)

The Signatory (hereinafter "Principal") and E.SUN Bank (hereinafter "Agent") agree that the Agent manages investment in the following instruments for Principal pursuant to the "E.SUN Bank General Agreement on Non-Discretionary Monetary Trust" (hereinafter "the Agreement"): domestic mutual funds/foreign securities (including, but not limited to, foreign bonds, foreign warrant certificates, foreign depositary receipts, foreign ETFs, offshore funds, and foreign securitized instruments; collectively known as foreign securities)/offshore structured notes/other instruments approved by or registered with the supervisory authority or that may be invested in. The Principal shall observe the following provisions:

### Article 1 Trustor and Beneficiary

- I. The Principal is the Signatory.
- II. Beneficiary of the Agreement is the Principal, who shall be entitled to receive all the trust benefits under the Agreement.
- III. Unless otherwise stipulated in laws/regulations, the Beneficiary shall be approved by the Agent and shall be changed by a means stipulated by the Agent.

### Article 2 Purpose of trust

The purpose of trust of the Agreement is that the Principal entrusts his/her assets to the Agent, who, for the Beneficiary's benefit and as per the Principal's instructions, and on behalf of the Principal invests the assets in domestic mutual funds, foreign securities, offshore structured notes, or other products approved by or registered with the supervisory authority or objects that may be invested in, as well as manages, utilizes, and disposes of the assets.

### Article 3 Types, names, quantities, and prices of trust assets

The types, names, quantities, and prices of the assets entrusted by the Principal shall be handled via the non-discretionary monetary trust transaction application form (including scheduled transactions, hereinafter "the application form;" must be in the format as provided by the Agent) provided by the Agent, telephone (including the manual system and the voice system), the Internet, or by a means agreed upon between both parties and accepted by the Agent.

### Article 4 Duration of trust

The duration of the Agreement shall begin on the day the Principal entrusts the first batch of trust assets to the Agent via the subscription form or by another means agreed upon and end on the day on which the event indicating the end of the trust as stated in the Agreement occurs.

### Article 5 Management and utilization of trust assets

- I. The Agent does not have the authority to decide how to utilize the assets entrusted to it. The Principal has the authority to do so.
- II. Trust assets are invested by the Agent under its name as per the Principal's instructions given in writing, via telephone (including the manual system and the voice system), the Internet, or by a means agreed upon between both parties. If the Principal gives written instructions on the utilization of other matters, he/she shall complete the relevant application documents and handle the matters pursuant to the Agent's rules.
- III. The Principal shall not give utilization instructions for the trust assets that are against the law. Unless the Principal's instructions are against the law or inappropriate or otherwise agreed upon in the Agreement, the Agent shall manage or dispose of the trust assets based on the purpose of the trust and the Principal's instructions. With regard to the utilization instructions above, if the Principal's risk tolerance rating increases after retesting and the Principal gives instructions to carry out product transactions or related services that could not be executed with the previous risk tolerance rating, the Principal understands and agrees that the Agent may wait for a certain period of time after the retesting before carrying out the instructions. This is to ensure that the Principal is suitable for the financial product or service and to protect the Principal's rights.
- IV. Based on the purpose of the trust and the Principal's instructions, the Agent has the authority to apply for settlement of exchange, buy/sell foreign currencies, and take other actions that are related to the utilization and disposal of the trust assets. The Agent has the authority to take part in the exercise of the relevant rights and obligations on behalf of the Principal (including, but not limited to, attending stockholders meetings or fund beneficiaries meetings to exercise voting rights or other stockholder or fund beneficiary rights). With regard to the exercise of voting rights concerning the merger and dissolution of investment objects, the Agent may post the contents of notifications received on the Agent's website or disclose the contents in comprehensive statements.
- V. In addition to abiding by the Agreement provisions, the laws/regulations applicable to the investment object, and the relevant rules, the Principal shall observe the relevant investment rules established by the fund managing company/the relevant issuing institution, including, but not limited to subscription, redemption, and conversion prices, times, and methods, calculation of net worth, allocation of revenues, assumption of expenses, short-swing transactions (The lengths of time of short-swing transactions shall be decided by fund companies. If a fund company considers a transaction a short-swing transaction, it has the right to refuse or limit fund subscription and switch applications submitted by the Principal. Fund companies collect short-swing trading charges pursuant to prospectuses.) and other fund operation-related matters.
- VI. If the Agent is notified of capital increase (decrease), liquidation, change (including, but not limited to, name, currency, valuation method, investment amount, etc.), merger, dissolution, suspension of trading or settlement, operating difficulty, or any other situation beyond control of the investment target, or due to statutory limitations or rules of the issuing institution (including, but not limited to, limitations to the object of utilization, the object of utilization having been revoked for failing to reach the minimum statutory scale, the object of utilization having reached the maximum statutory scale, or any other statutory investment limitations) the investment target can no longer be utilized by the Agent, the Principal agrees to cooperate to deal with the relevant matters or terminate the said utilization. All the ensuing losses/gains, taxes, expenses, or liabilities shall be borne by the Agent.
- VII. During the periods before the Agent transfer the trust assets to the account designated by the transacting counterparty of the investment object and after the Agreement has been revoked or terminated or after the investment object liquidates and pays the Agent, the Principal shall not ask the Agent for interest.
- VIII. The Principal hereby explicitly agrees that the Agent may use the trust assets to do the following:
  - (I) The Agent may use the trust assets to buy the securities or notes with which the Agent's sales department is an agent.
  - (II) The Agent may deposit the trust assets at its sales department or one of its interested parties or use the assets to enter into foreign-exchange-related transactions with its sales department.
  - (III) The Agent may use the assets to engage in transactions with the Agent or one of its interested parties that are not stipulated in Article 25, Paragraph 1 of the Trust Enterprise Act.
  - (IV) Purchase securities or notes issued or underwritten by the trust enterprise or its related party.
  - (V) Purchase properties of the trust enterprise or its related party.
  - (VI) Sales of trust property to the trust enterprise or its related party.
  - (VII) Other interested transactions regulated by the Competent Authority.The scope of the interested parties mentioned herein shall be governed by Article 7 of the Trust Enterprise Act.

**IX. Trust assets shall be received/paid and their principals and gains returned in NT dollar if they were entrusted to the Agent in NT dollar or in the currency in which the investment object is valued at the time they are returned if they were entrusted to the Agent in a foreign currency. If the currency accepted by the Agent or stipulated in laws/regulations is different from that accepted by the investment object, the Principal agrees to authorize the Agent to handle the exchange between the different currencies. The Principal also agrees that the Agent may enter into exchange transactions with its bank's sales department. Unless otherwise stipulated, the exchange rate applied to said transactions will be subject to the Agent's quoted exchange rate. The risk of exchange rate for the trust assets shall be borne by the Principal.**

X. When using the trust assets to engage in derivatives and structured notes transactions, if the Agent is of the opinion that the Principal's instructions will cause it to be exposed operating risks, the Agent may refuse to comply and notify the Principal.

XI. The Principal may grant authority to third party according to the manner prescribed by the Agent with respect to any instructions in the Principal's name on the application and handling of trust assets. The mode, item and scope of authorization shall be pursuant to the Agent's regulations.

### Article 6 Allocation of income of trust assets

- I. Investment income and interest received as a result of utilizing the trust assets shall be allocated by the Agent to the Principal on the allocation record day based on the percentage of interest of the trust assets to which the Principal is entitled.
- II. The method of allocation of income of trust assets shall be designated by the Principal and agreed by the Agent. If cash allocation is chosen, allocation shall take place after deducting the relevant taxes and expenses. If reinvestment allocation is chosen, the income shall be allocated

pursuant to the relevant rules of the investment object.

- III. For income received after the investment object is 100% redeemed or sold, it shall be allocated as per the above method. However, if the current value of the income allocated is not enough to offset the relevant handling charges, the Agent may enter the income separately in the books and allocate the income after the other relevant income has been received and there is enough to allocate.
- IV. The net amount of the trust assets to be allocated to the Principal shall be deposited in the account designated by the Principal he/she has with the Agent. During the allocation period or if the allocated income cannot be deposited in the said designated account, the Principal agrees that the income shall be deposited in the account he/she has with the Agent, or be placed in the Agent's custody, with no interest accrued.

#### **Article 7 Switch between investment objects**

- I. If the investment object is a fund, the Principal may ask the Agent to switch to a different fund after the Agent has allocated the beneficiary units. A fund may be switched only to another fund agreed by the Agent. The Principal agrees to pay for the switch-related expenses.
- II. Before the beneficiary units/shares/face value are confirmed, unless otherwise agreed upon with the Agent, the Principal shall not ask the Agent to switch to another investment object.
- III. **The Principal uses the original investment amount for calculation according to the partial switch method specified by the Agent. Any adjustment shall be based on the announcement on the Agent's website. If the Principal partly switches a fund denominated in a foreign currency through the Agent's Internet banking service, the amount limits imposed by the Agent vary between currencies (visit the Agent's website for details). Funds that collect the handling charge at the time they are redeemed can only be 100% switched.**
- IV. After switching to a different fund, if beneficiary units are received from the fund before the switch, the Agent shall redeem them on the Principal's behalf and allocate cash to the Principal.
- V. After a fund invested in monthly installments is partly switched, a fixed amount shall continue to be deducted from the fund before the switch. After the fund is 100% switched, a fixed amount shall then be deducted from the fund after the switch.
- VI. **When switching between funds, if deemed by the fund company to be short-swing transactions, a short-swing trading charge may be collected by the fund company. Whether the charge is actually collected depends on the fund company's rules. The Principal shall cooperate with the collection of the charge.**
- VII. When switching between funds, if different currencies are involved, the time at which they are switched and the exchange rate shall depend on the rules of individual fund managing companies/issuing institutions.

#### **Article 8 Redemption or sales of investment object**

- I. The Principal may instruct the Agent (or in a way agreed upon between both parties) to sell or redeem part or all of the investment object within a reasonable period. Interest shall not accrue and be paid by the Agent from the day the Principal applies for redemption until the day the Agent returns the funds.
- II. Before the beneficiary units/shares/face value are confirmed, unless otherwise agreed upon with the Agent, the Principal shall not ask the Agent to redeem the investment object.
- III. The Principal uses the original investment amount for calculation according to the partial redemption method specified by the Agent. Any adjustment shall be based on the announcement on the Agent's website. If the Principal partly redeems a fund denominated in a foreign currency through the Agent's Internet banking service, the amount limits imposed by the Agent vary between currencies (visit the Agent's website for details). Funds that collect the handling charge at the time they are redeemed can only be 100% redeemed.
- IV. If the Principal cannot subscribe for or redeem the investment object because the issuing institution or the relevant institution (including, but not limited to, the broker, underwriter, or fund managing company) suspends its subscription or redemption operation, whether the trust has terminated, the Principal has no objections.
- V. If for some reason the investment object must be redeemed or sold, the Principal shall unconditionally agree the Agent to take the relevant actions. The Principal shall not object to redemption on the grounds that the trust investment object or the Agreement has not terminated. The Principal agrees that the Agent shall deposit the funds in the Principal's deposit account he/she has with the Agent when the Agent fails to return the funds to the account designated by the Principal. In the event the redemption object suffers loss, the Agent shall not be held liable.
- VI. Upon receipt of funds from redemption or disposal of the investment object, the Agent shall deposit the net amount after deducting the trust handling charge and other relevant expenses in the account designated by the Principal he/she has with the Agent. If the account cannot accept deposits, the Principal agrees that the income shall be deposited in the account he/she has with the Agent, or the funds shall be placed in the Agent's custody. Interest shall not accrue and be paid by the Agent from the day the Agent applies for redemption/disposal until the day the Agent returns the funds or places the funds in its custody.
- VII. **When redeeming a fund, if deemed by the fund company to be short-swing transactions, a short-swing trading charge may be collected by the fund company. Whether the charge is actually collected depends on the fund company's rules. The Principal shall cooperate with the collection of the charge.**
- VIII. **Redemption method of the Agent (any adjustment shall be based on the Agent's website, please see the Agent's website for details)**
  - (I) **Where the Principal gives instructions to redeem all of the investment object, the Agent shall redeem the units/shares/face values derived from the original trust assets.**
  - (II) **Where the Principal gives instructions to redeem all of the investment object, if there are any undistributed units/shares/face values for which payment was already made, the Agent will not accept 100% redemption and the Principal can only select partial redemption. If the Principal also needs to redeem undistributed units/shares/face values, the Principal must wait until they are distributed to give the redemption instruction.**
  - (III) **If the Principal that chose to make regular fixed-amount (variable-amount) investments choose 100% redemption and terminates automatic payment, it shall be deemed as the Principal's instruction to terminate the investment object of regular fixed-amount (variable-amount) investments and terminate automatic payment when the instruction becomes effective. The applicable discount plan before the investment object is terminated. The Principal must submit another application to continue automatic payment for investment in the same target.**

#### **Article 8-1 Transaction of investment object by appointment**

- I. The Principal may instruct the Agent (or in a way agreed upon between both parties) to sell or redeem part or all of the investment object or apply to local or foreign issuers for subscription, conversion or redemption of all or part of the investment object on appointed transaction date. The mode of application, time or limitations for subscription for transactions by prior appointment shall be pursuant to the Agent's regulations.
- II. **Transactions of the Principal by prior appointment involving partial conversion or redemption shall be calculated based on the principal sum placed in trust, and processed in accordance with the partial conversion or redemption mode prescribed by the Agent (see the Agent's website for details). Where there are any adjustments to the aforesaid, such adjustments shall be pursuant to announcements in the Agent's website.**  
**The restrictions on the amount of partial conversion or redemption conducted by the Principal through the Agent shall be pursuant to the Agent's regulations on currency type (see the Agent's website for details). In the case of prior appointment for multiple transaction involving conversion or redemption or under the same trust serial number, if on the date of such transactions there are insufficient inventory such that the appointed transactions cannot be completion, then all transactions by prior appointment on that day for such trust serial number shall be null and void, with respect to which the Agent shall not be required to give separate notice.**
- III. Except for the above two items, all transactions by prior appointment shall be pursuant to the regulations for general application for subscription, conversion or redemption for the investment object.

#### **Article 9 Allocation of units/shares/face value invested**

- I. If several Principals on the same day instruct the Agent to invest in the same object, the Agent may pool their funds, make a single investment, and allocate the subscribed units/shares/face values among the Principals. Residual units/shares/face value arising from the calculations shall be allocated among the Principals pursuant to the established rules.
- II. The Agent's record shall prevail in terms of the units/shares/face value each Principal receives.

#### **Article 10 Delivery and acknowledgment of notifications and reports**

- I. Unless otherwise stipulated in the Agreement or the Agent's notification obligation and method is stipulated in the law, the Principal agrees that



the Agent may actively notify the Principal of rights and interests via written documents, phone, text messages (voice system), e-mail, mobile banking push notifications, or other suitable methods to protect the Principal's rights or due to AML/CFT considerations. The Principal understands and agrees to the notification matters above, and may not deem that the Agent has a notification obligation. The Principal may use this as the reason to claim a service or transaction already in effect is invalid or seek compensation for damages sustained as a result.

- II. The Principal agrees that, unless otherwise agreed upon with the Agent, the delivery of correspondence and notifications relating to the Agreement shall be as follows:
- (I) The address specified in the Agreement or the last known address of the Principal shall be the mailing address for future correspondences. The Principal is required to immediately notify the Agent using an agreed method for any changes in address. The Principal also agrees for the Agent to deliver future correspondences to the updated address.
  - (II) Where the Principal apply for the transmission of electronic messages via e-mail or text message as a notification or expression of intention to the Principle, the Principal shall provide the correct e-mail address or phone number kept by the Principle to the Agent for the Agent to deliver notifications, comprehensive statements, or other documents. The Principal is required to notify the Agent using paper or other agreed methods for any changes in the e-mail address or phone number. The Principal also agrees for the Agent to deliver future correspondences to the updated e-mail address or phone number to avoid any delay or transmission error.
  - (III) The Principal agrees the mailing address and the e-mail address retained by the Agent shall not be the address/ e-mail address of the Agent, or its branches and employees.
  - (IV) If the principal fails to apply for change in mailing address, e-mail address or phone number in writing or by a means specified in the Agreement, the Agent may send to the last mailing address, e-mail address or phone number retained. The Principal agrees to bear any losses, disadvantages or damages from not receiving a notification, comprehensive statement, or other document from the Agent due to the erroneous information provided by the Principal or not proactively applying for change in mailing address, e-mail address or phone number.
  - (V) Documents sent by the Agent to the Principal to the address indicated in the Agreement or to the address most recently provided by the Principal shall be deemed to have been delivered after five days from the day the Agent sent. The Principal would be deemed to have accepted its content if no objection is raised within fourteen days from the day of delivery unless otherwise agreed by the Principle and the Agent.
  - (VI) Where the Principal and Agent agree to use e-mails or text messages for notification, an e-mail or a text message is deemed to have been delivered once it is sent to the last e-mail address or phone number retained, and its effect is the same as that of paper delivery. The Principal shall not claim that the notice or indication is invalid or not established for the reason that it is not sent with a written notification or not signed by the Principal.
- III. The Principal agrees the transaction confirmation notifications from domestic or foreign issuing institutions (including, but not limited to, brokers, underwriters, or fund managing institutions) shall prevail in terms of the subscription, conversion, and redemption prices, and beneficiary units/shares/face values, and will be handled according to the following principles:
- (I) Upon receipt of transaction confirmation notifications from domestic or foreign issuing institutions (including, but not limited to, brokers, underwriters, or fund managing institutions), the Agent shall conduct the allocation operation. After which, the Agent shall prepare comprehensive statements or other relevant documentation and notify the Agent in writing, via email or text message. The Agent shall not prepare and issue other trust certificates.
  - (II) **The contents of the comprehensive statement or other relevant documentation only prove that the Agent has received the said trust asset and the investment object. It is not a certificate indicating the unit value of the investment. If the contents are different from the Agent's records, the Agent's records shall prevail. However, the Principal can request corrections if he/she can prove that the Agent's records are erroneous. The Agent may correct and then inform the Principal of said corrections if the Agent finds out the errors in the source of information or other similar circumstances.**
  - (III) If the transaction confirmation notifications from domestic or foreign issuing institutions are erroneous or the Agent is at fault, the Principal agrees that the Agent shall make the necessary corrections and notify the Principal.
- IV. The Agent may actively notify significant impact on the Principal's rights (including the liquidation or merger of investment objects, issuing institutions have dissolution or operating difficulty of issuing institutions), via written documents, e-mail, text messages or other methods agreed upon between the Agent and the Principal to protect the Principal's rights. The Agent may post the contents of notifications received on the Agent's website.

#### **Article 11 Accounting and reporting**

- I. The Agent shall establish separate accounts for the trust assets, the assets obtained as a result of managing and utilizing the trust assets, its own assets, and other trust assets.
- II. **The Agent shall prepare and send monthly a comprehensive statement in writing, via email or text message to the Principal. The comprehensive statement will provide to the Principle in accordance with the law, agreement or on a basis of risk management. The content states the Principle's business dealing with the Agent, including deposits, loans (foreign currency loans, overdue receivables, bad debts and credit card debt excluded), non-discretionary monetary trust, insurance and other business information or activities related to financial products (charitable trusts, individual or corporate trusts, SWIFT, financial, credit card and securities business statements excluded). The Agent may engage a third party to prepare and send comprehensive statements according to the law. The Principal shall check the content upon receiving the comprehensive statement. The Principal understands and agrees that, when constitutions of the transaction and/or trust, completion of changes of conditions and/or other agreements, and/or proportional changes of investment gains and losses, the Agent may send the comprehensive statement and/or text message, email and/or related transaction information to the Principal for his/her understanding using latest contact information retained by the Agent when the Principal applies for any business (including, but not limited to, deposits or credit cards). The Agent will not provide comprehensive statements to the Principle, once private banking department reach the agreement with the Principle to provide exclusive statements.**
- III. When authorized to invest in offshore structured notes, the Agent shall prepare and send a written or electronic transaction confirmation notifications within three business days from the day a subscription, redemption, conversion, or early redemption confirmation notification is received from the issuer or the general agent (excluding distribution of dividends and bonuses) to the Principal. Additionally, the Agent shall prepare and send monthly a written or electronic statement or another document disclosing the most recent reference price to the Principal for his/her reference.
- IV. If the Principal's comprehensive statement, transaction notice and transaction confirmation are rejected or returned after being mailed/sent to the address/number specified in the Agreement or the last known address/number of the Principal shall be handled according to the following principles:
- (I) If the Principal does not make any new transactions before the closing date of the current comprehensive statement, the Agent may send a return notification in a way agreed upon between the Agent and the Principal from the date the mail/text message is rejected or returned to the date the Principal changes the mailing address, e-mail address, phone number in accordance with the Agent's regulations. If the method of sending the comprehensive statement is paper, the paper comprehensive statement will be stopped and a text message of return notification will be sent when the comprehensive statement should be sent in the next period; If the method of sending the comprehensive statement is e-mail or text message, the electronic comprehensive statement will continue to be sent and a text message or e-mail of return notification will be sent when the comprehensive statement should be sent in the next period. However, when the Principal requests that the Agent resend the comprehensive statement, the Agent may provide the statement to the Principal using a feasible method at the time, and the Principal must change the mailing address, e-mail address or phone number according to the Agent's regulations.
  - (II) If the Principal's comprehensive statement, transaction notice and transaction confirmation are rejected or returned, the Principal understands and agrees that the Agent may notify the Principal in accordance with the Article 10 aforementioned and implement transaction monitoring measures to protect the Principal's rights in accordance with the Agent's regulations.

#### **Article 12 Regular-interval fixed-amount (variable-amount) automatic payment of trust funds (applicable to DBUs)**

- I. The Principal shall deposit funds sufficient to pay toward the trust funds and for the applicable handling charge on the business day before the designated payment day during the business hours. If the funds are not sufficient or are deposited after the business hours, unless there are other

special considerations, the funds shall not be paid toward the trust funds and for the applicable handling charge. The Principal authorizes the Agent to transfer funds from a designated account to pay toward the trust funds and for the handling charge on the business day before the designated payment day after the business hours. A withdrawal slip shall not be prepared and the Agent's records shall prevail in terms of the relevant accounts.

- II. In the event of one of the following situations, the Agent shall not do the above on the payment day.
  - (I) The Principal's regular fixed-amount application day is the same as the trust funds payment day.
  - (II) The designated account has insufficient funds or the account has been voided: If the Principal fails to apply for suspension of investment, and the designated account has had insufficient funds for payment for six successive times, the Agent may suspend the continued deduction of investment. The same rules apply to a voided account.
  - (III) The Principal applies for suspension of investment: Investment may be suspended after the application is accepted.
  - (IV) Suspension of investment in the investment object due to relevant rules or a force majeure event.
- III. The Principal may pay the trust funds and subscription handling charge through automatic transfer or by another means agreed upon. The Principal may authorize the Agent to deduct an amount from a savings account the Principal has with the Agent that is designated by the Principal or another account agreed upon on the payment day of each month (the following business day if a national holiday). In the event that a computer malfunction or a force majeure event prevents payment from taking place on the designated date, the Principal agrees that the payment may be postponed to the business day on which the cause that prevented payment has been removed.
- IV. If the account designated by the Principal has insufficient funds to pay for all the requested investments, the payments shall take place in the order the investment requests are received.
- V. If the principal violates the provisions of Article 15-2, Paragraph 1 of the Money Laundering Control Act and is given a warning or penalty by the municipal or county (city) government police agency, the Agent shall restrict the opened account is linked to various payment platforms (including subscription fee, conversion handling charge, conversion fee ,etc.) and other similar electronic banking services for payment or transfer services from the principal in accordance with the provisions of the aforementioned laws.

**Article 13 The Principal shall pay the Agent for the following expenses:**

- I. **The Principal understands and agrees that benefits such as remuneration, expenses, or discounts the Agent may obtain from the counterparties when handling the relevant transactions under the Agreement are compensation to the Agent for the services it has provided. The Agent shall abide by the relevant regulations. If, according to the law, the Agent must disclose details of the aforementioned expenses, it shall disclose them in the subscription form, prospectus, other relevant documentation, or its website, and inform the Principal, who shall cooperate and confirm that he/she has read and understands the relevant contents of outlet remuneration disclosure.**
- II. The trust assets and the applicable expenses given by the Principal pursuant to the Agreement shall be in the currency designated or agreed by the Agent.
- III. A savings account the Principal has with the Agent may be designated to pay for the trust funds and the relevant expenses.
- IV. Whether the Principal has made a profit or loss investing in the trust object, he/she shall be responsible for the various expenses (including, but not limited to, trust management fee, trading fee, subscription handling charge, conversion handling charge, redemption handling charge, short-swing trading charge, and outlet service charge) and taxes. The various expenses shall be calculated as stated in item 5. of this Article.
- V. Various handling charges
  - (I) **Subscription fee:**
    - A. General trust: The subscription handling charge shall be paid in full following signing of the Agreement or at a later date depending on the lifespan of the product pursuant to the rules of the Agent and the fund managing company/relevant issuing institution.
    - B. Regular-interval fixed-amount (variable-amount) trust: Following signing of the Agreement, a percentage of the trust amount shall be paid monthly pursuant to the rules of the Agent and the fund managing company/relevant issuing institution.
  - (II) **Conversion fee:** The Agent and the fund managing company/relevant issuing institution each charges a certain amount of conversion handling charge for each conversion completed. Please visit the Agent's website for details. In the event of change, the amount posted on the Agent's website shall prevail.
  - (III) **Redemption fee:** The redemption handling charge shall be calculated pursuant to the rules of the fund managing company/relevant issuing institution and deducted from the trust assets.
  - (IV) **Trust management fee:** Each year a trust management fee equivalent to 0.2% of the trust principal accrues monthly. For periods less than one month, the fee accrues on a daily basis. The Agent collects the fee when the Principal terminates the assignment and deducts the fee from the amount received from the redemption. A minimum of NTS100 or its equivalent shall be collected (a minimum of US\$10 will be collected from OBU accounts).
  - (V) **Outlet service charge:** 1. At the time of subscription: This charge is given to the Agent by the transaction counterparty or the fund company at the time of subscription. It is calculated by multiplying the trust principal by the rate agreed upon between both parties. If this charge is stipulated in the prospectus, it shall be deducted by the fund company from the fund's daily net asset value. 2. When retained by investor: The transaction counterparty or the fund company shall pay the Agent. The payment frequencies vary between fund companies. It may be paid on a monthly, quarterly, semiannual, or annual basis. It is calculated by multiplying the net asset value the Agent has at the counterparty or the fund company by an annual rate agreed upon between both parties. This service charge is stipulated in the prospectus and deducted by the fund company from the fund's daily net asset value. 3. Other remuneration, expenses, or discounts obtained from the transaction counterparty or the fund company.
  - (VI) **Other fees:** The other expenses as stated in the other relevant subscription documentation, prospectus, form, or website of the Agent.
- VI. **With regard to the above trust expense-related provisions, the Agent may change at any time the relevant charge standards based on cost considerations and the rules of the fund managing company/relevant issuing institution. The Agent may change the said standards without the Principal's advance consent. However, the Agent shall disclose the current standards at its business locations, website, or by another means according to the law. Additionally, before the Principal enters into a trust transaction, inform him/her of the latest standards or send change notifications or announce the latest changes according to the law.**

**Article 14 Assumption of various expenses**

- I. Except for the expenses stated in the previous article, the following expenses shall be borne by the trust assets. If the trust assets are insufficient, the shortfall shall be paid for by the Principal/beneficiary:
  - (I) Brokers' commissions and the applicable debts and taxes that arise from managing and utilizing the trust assets.
  - (II) Other expenses or taxes incurred as a result of international financial market conventions or laws/regulations at the place where the fund is registered.
  - (III) Expenses incurred as a result of litigation or arbitration with a third party or the other relevant expenses.
  - (IV) Remuneration or expenses incurred as a result of engaging persons with specialized skills such as attorneys, CPAs, and tax consultants.
  - (V) Other expenses or liabilities incurred as a result of handling the trust affairs.
- II. **The Principal may request that the Agent allow him/her to view or photocopy information related to the trust assets according to the law. The Agent may charge a reasonable fee for allowing the Principal to do the above.**

**Article 15 Responsibilities of the Agent**

- I. The Agent shall exercise due diligence when managing and utilizing the trust assets in accordance with the Trust Act, the Trust Enterprise Act, the Agreement, the laws/regulations concerning the investment object, and the relevant banking conventions.
- II. The Agent may engage a third party to handle the trust affairs on its behalf. Under such circumstances, the Agent shall be responsible only for the appointment of the third party and for the supervision of fulfillment of its responsibilities, with the expenses incurred as a result borne by the trust assets.
- III. When investing the trust assets in any domestic or foreign investment object, the Agent shall not be responsible for all the losses arising from settlement, changes in exchange rates or interest rates, other market environment factors, and risks, or for the losses arising from the action or inaction of the managers of the investment object such as the issuing institution or the fund managing company, or their relevant institutions such as the domestic/foreign custodial institutions, agents, investment consultants, securities firms, certifying authority, CPAs, or attorneys.
- IV. The Agent shall not be responsible for the loss, destruction, freezing of the trust assets arising from a natural disaster, an emergency incident, a

- war, a riot, or arising from a seizure, an expropriation, a confiscation, or damage ordered by a domestic government, a foreign government, the supervisory authority, or a political group, or arising from another event not attributable to the Agent or a force majeure event beyond its control.
- V. Unless permitted or required by laws/regulations, employees of the Agent are not obligated to and shall not recommend any investment target or predict the rise/fall of future values or exchange rates. The Agent has expressly warned employees not to violate this rule. If any employee violates this rule and makes any recommendation or prediction, it shall be his/her own opinion and does not represent the Agent's stance and the Agent shall not be responsible.
- VI. The Principal and his/her legal representative shall take the initiative to inform the Agent that the Principal does not have the capacity for civil acts or he/she has limited capacity for civil acts. If the Principal and his/her legal representative conceals the fact that the Principal does not have the capacity for civil acts or he/she has limited capacity for civil acts, or fails to take the initiative to honestly inform the Agent of such a fact, and there is no way the Agent can tell that the Principal does not have the capacity for civil acts or he/she has limited capacity for civil acts from his/her identification or appearance, the Agent shall not be responsible for any loss or damage sustained by the Principal as a result.
- VII. If the rating of the investment target subscribed for by the Principal pursuant to the Agreement and/or the rating of the issuing institution or guarantee institution or the ratings agency fails to meet the supervisory authority's standards, or the issuing institution fails to fulfill its obligations, the Agent may inform the Principal by a means it deems appropriate (including, but not limited to, a written notification or an announcement on the Agent's website). The Principal agrees and understands that though the Agent informs the Principal of the said information or other changes relevant to the transaction, it shall not be construed as the Agent having the obligation to monitor changes to the transactions of the investment target and inform the Principal. In addition, the Agent does not have the right or obligation to make any decision or take any action for the Principal. The Principal shall make his/her judgments independently and carefully.

**Article 16 Specimen seal, password transactions and other important matters [provisions for separate negotiation]**

- I. **In the subscription process, the Principal shall open TWD/foreign currency savings accounts with the Agent (not limited to one account; cannot be check deposit accounts) and leave a seal impression, password set according to the Bank's regulations, or certificate with the Agent as proof of the handling of future trust affairs [including, but not limited to, review of the Principal and his/her ability to withstand risks (KYC), application for being a professional investor, non-professional investor's agreement to accept recommendations, non-professional investor's statement on making his/her own investment decisions, disclosure of outlet service charge, subscription, conversion, redemption, other written documents that must be signed according to the law or as requested by the Agent]. If the Principal is underage or an adult under assistance, all his/her legal representatives or assistants agree that the original authorized seal impression, password, or certificate left by the Principal with the Agent alone is sufficient for the Agent to handle the Principal's trust affairs and that they allow the Principal or his/her representative to handle his/her own trust affairs. The conduct or indications of any legal agent of the Principal, risk-bearing rating, product instructions and notification of rights etc. shall be binding on the Principal and all its legal agents, and neither the Principal nor its legal agents may raise any dispute with respect to the above.**
- II. When the seal is changed, the change is applicable to the trust affairs. If the seal, password, or certificate is lost or damaged, the Principal or authorized person shall immediately inform the Agent and provide it with a replacement. The Agent shall not be held liable if loss is sustained as a result of the Principal failing to initiate loss, suspension or change procedure. Before completion of seal impression, password or documentary proof's loss, suspension or change procedure, instructions given and transactions engaged in using the original seal impression, password or documentary proof shall remain valid.

**Article 17 Assumption and advance notice of risks**

- I. Before giving investment instructions, the Principal shall thoroughly read information on the investment object and be aware of the investment risks: Including, but not limited to, the loss of the principal and interest, the price fluctuations, the exchange rate risk, the credit risk, the market risk, the liquidity risk, the political risk, and the risk of temporary suspension of redemption, the merger risk, and the dissolution and liquidation risk. Additionally, **if the investment object is valued at a foreign currency, the Principal must pay special attention to the impact of changes in exchange rates. The principal and interest earned may be less than the amount invested as a result of the exchange rate risk.** When a risk occurs, **the worst-case scenario is that the Principal loses all the principal and the interest.** The past performance of an investment object does not represent its future investment performance. The Principal shall give investment instructions after having carefully and independently examined the investment object.
- II. The capital gains and interest and income generated by the utilization and management of the trust assets shall belong to the Principal, who shall assume the accompanying risks, expenses, and taxes. The Agent does not guarantee the return of trust principal, the interest, and a minimum return on investment.

**III. The Principal understands that the trust assets invested in objects other than savings are not protected by deposit insurance.**

**Article 18 Use of the Principal's personal information and outsourcing related matters requiring compliance**

- I. The Principal (including the responsible person or representative of institutional account holders) agrees that the Agent, the Joint Credit Information Center, and other relevant institutions may collect, process, and utilize the personal information of the Signatory for specific purposes as stipulated in their rules. The Agent may also provide the personal information of the Signatory to the aforementioned institutions for collection, processing, and utilization.
- II. **The Principal acknowledges and agrees that the Agent may provide access to other within the scope allowed by the law or approved by the competent authority, or a suitable third party that handles matters on behalf of the Agent, to aid in trust related affairs, electronic processing, or other services related to the Agreement (including but not limited to the registering, processing, and inputting of data into the information system; the development, monitoring, and maintenance of the information system; data processing involved in providing services; marketing, report printing, packaging, mailing, and delivery; and retention of reports and certificates). The relevant operating procedures shall be established pursuant to the "Regulations Governing Internal Operating Systems and Procedures for the Outsourcing of Financial Institution Operation."**
- III. The Principal agrees that the Agent may handle outsourcing according to the principles below:
- (I) Personal information protection mechanisms: To comply with provisions on personal information management, maintenance, and implementation in the Personal Data Protection Act and its enforcement rules, Financial Supervisory Commission Personal Information File Security Policy for Designated Non-government Institutions, and other personal information protection related laws and regulations, the Agent maintains and manages the safety of personal information files in accordance with the regulations above, and prevents the files from being stolen, altered, destroyed, lost, or leaked. The Agent established a personal information protection management policy to implement personal information protection plans. Key matters include: Compliance with personal information protection related laws and regulations of the R.O.C., and lawfully collecting, processing, and using personal information. Using suitable technology for the protection of personal information. Providing information owners with methods for exercising their rights. Planning emergency response measures for incidents. The responsibility of supervising the Agent. The obligation of maintenance plans.
  - (II) Authority and responsibility of personal information protection: The Agent has established a personal information file safety maintenance and management organization for the collection, processing, and use of personal information, and has allocated considerable resources for the organization to carry out the planning, establishment, implementation, and revision of procedures in personal information protection plans,
  - (III) Contents of personal information protection operations: The Agent has established protection mechanisms for the Principal's personal information, including verification of the Principal's identity, personal information encoding mechanism, Internet transmission security encryption, authentication and verification of normal system operations, access control and monitoring for the protection of personal information files in the system and database, and preventing hackers from external networks and other illegal or abnormal use. Furthermore, the Agent also established equipment security management measures for the use, security maintenance, and protection of personal information on storage media, such as paper, disk, tape, optical disc, microfilm, integrated circuit, computer, automated machinery or other media.
- IV. Unless stipulated in other laws or in the Agreement, the Agent and the Signatory shall ensure that the electronic messages exchanged or information obtained by one party on the other party as a result of using or executing the Agreement's service shall not be disclosed to a third party or used for purposes unrelated to the Agreement. If the said messages and information are disclosed to a third party after obtaining the other party's consent, the third party shall be made to fulfill the confidentiality obligations stipulated in this article. If the third party fails to do so, the informer shall be

deemed to have failed to fulfill its obligations.

- V. The Agent may provide/disclose information on the Principal and its dealings with the Agent to the following persons or establishments:
- (I) The supervisory authority, a judicial unit, or other government agencies having the right to obtain the information according to the law.
  - (II) A third party authorized by the Agent to handle the Agent's affairs according to the law.
  - (III) **If there are transactions that are suspected by an offshore fund institution to be short-swing transactions or for other reasons stated by the supervisory authority, the Agent may provide the Principal's personal information such as name and ID card number, trading information, and other information stated in the above laws/regulations to the offshore fund institution or general agent in accordance with the Regulations Governing Offshore Funds and the supervisory authority's rules.**
- VI. The principal agrees E.SUN Bank to engage in telemarketing of the Bank's financial products such as deposits, loans, credit cards, insurance, trusts, funds, and wealth management products.
- The principal may request E.SUN Bank to terminate telemarketing through any means at any time, including but not limited to: (1) When receiving the telemarketing call (2) Through call center (0800-30-1313 or 02-2182-1313) (3) Through customer service Chatbot, Message Board, or visit the Branch in person.

#### **Article 19 Change, nullification, and termination of the agreement**

- I. The Agreement, transaction application form, and documents required to be signed in accordance with the law and at the request of the Agent may be changed following a change in the law or an order given by the supervisory authority. The Agreement may be changed with a written notification or via email/text message or the Agent's website, or in a way agreed upon between the Agent and the Principal.
- II. The Principal agrees the Agent may change the provisions of the Agreement should circumstances change. If the Agent notifies the Principal of a change in the Agreement by mail, via email or text message, through the Agent's website, or in a way agreed upon between the Agent and the Principal and if the Principal does not indicate termination of the Agreement in writing within 14 calendar days, the Principal shall be deemed to have agreed to the change to the Agreement.**
- III. After the signing of the Agreement and after the Principal has delivered the trust assets to the Agent, if the Agent cannot manage/utilize the trust assets due to the announcement of a new law, the change to a current law, or an order given by the supervisory authority, either party may notify the other party of nullification of the Agreement in writing or in a way agreed upon between both parties.
- IV. If a court has ordered the compulsory execution of the trust assets or a beneficiary right, or the supervisory authority has imposed limitation to the exercise of a right of the Agreement, the Agent may seize, redeem, sell, dispose or unilaterally terminate the trust relationship without notifying the Principal and do as it is ordered by the court or the supervisory authority.
- V. Unless otherwise agreed upon between the interested parties, the Agreement shall terminate for one of the following reasons:
- (I) If the trust objective cannot be achieved, either party may notify the other party of termination of the Agreement in writing or in a way agreed upon between them.
  - (II) A court of law or the supervisory authority has ordered its termination.
  - (III) When either party has a change in his/her legal capacity to act, dies, dissolves, undergoes restructuring, goes bankrupt, or stops operating, the other party may notify him/her to terminate the Agreement in writing or in a way agreed upon between them.
  - (IV) For the duration of the Agreement, the Principal may notify the Agent to terminate the Agreement pursuant to the Agent's rules by giving reasonable notice.
- VI. Notes on anti-money laundering and counter terrorism financing**
- (I) Pursuant to the Money Laundering Control Act, Counter-Terrorism Financing Act, Regulations Governing Anti-Money Laundering of Financial Institutions, Regulations Governing Internal Audit and Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business and Other Financial Institutions Designated by the Financial Supervisory Commission, Guidelines Governing Anti-Money Laundering and Combating the Financing of Terrorism by the Banking Sector, and Template of Directions Governing Anti-Money Laundering and Countering the Financing of Terrorism (the same shall apply if the laws and regulations are renamed or amended), when signing the Agreement, handling subsequent transactions, and conducting relative reviews, including but not limited to the Principal, the legal representative/responsible person/assistant/authorized person of the Principal, and beneficiary may be required to provide necessary information and the nature, purpose, source of funds for transactions of individuals, legal persons, organizations, beneficial owners, or the Principal, the legal representative/responsible person/assistant/authorized person of the Principal, and person who exercises control over the beneficiary. Where the persons above refuse to provide necessary information (including but not limited to ID documents, register of shareholders, and list of senior executives), do not cooperate with the Agent's regular or nonscheduled reviews, or refuses to provide information on the beneficial owner or the person exercising control over the Principal, and other necessary information, or is unwilling to explain the nature and purpose of transaction, or source of funds, the Agent may temporarily suspend the transaction or temporarily suspend or terminate the business relationship, and will not bear any responsibility for compensation.**
  - (II) Where the Principal/Beneficiary is determined to be an individual, legal entity or organization sanctioned under the Counter-Terrorism Financing Act; or a terrorist or terrorist group identified or investigated by a foreign government or an international organization, the Agent may reject or terminate all business transactions without notifying the Principal/Beneficiary.**

#### **Article 20 Assignment of rights and prohibition of pledge**

- I. The Principal shall not assign the rights and obligations arising from the trust to a third party without the Agent's approval.
- II. The Principal shall reach a separate agreement with the Agent for a pledge loan.

#### **Article 21 Limitations on the identity of the Principal**

- I. The Principal shall not be a U.S. citizen or resident pursuant to part of the product description, the prospectus, or other documentation. There may be other limitations as to the identity of the Principal. The Principal hereby affirms that he/she understands the aforementioned limitations and meets the identity requirements or limitations on his/her identity imposed by the relevant prospectus or the law. If his/her affirmation is untruthful, he/she shall be solely responsible and compensate the Agent for the loss it sustains as a result.
- II. If the Principal obtains U.S. citizenship or residency after signing the Agreement, the Principal shall notify the Agent on the day the Principal obtains the identity, and shall provide documents required by U.S. Tax laws to the Agent in accordance with regulations. The Principal also agrees to redeem, withdraw from, or sell invested objects. If the Agent becomes aware that the Principal has obtained the identity above, the Agent may immediately notify the Principal to terminate the Agreement and other related agreements. The Agent may directly redeem all securities or beneficiary units of funds held by the Principal domestically and overseas, and the redemption shall be handled in accordance with the terms and conditions of the Agreement.

#### **Article 22 Ownership and delivery of trust assets when the trust relationship is terminated**

- I. When the trust relationship is terminated, unless otherwise agreed upon by the parties, ownership of the trust assets shall be in the following order:
- (I) Beneficiary.
  - (II) Heir of the beneficiary.
- II. When the trust relationship is terminated, unless otherwise stipulated in the law, the Principal agrees that the handling and delivery method of trust assets shall be in accordance with the Agent's regulations. If the assets are inherited, the Principal agrees to handle inheritance procedures in coordination with the Agent.

#### **Article 23 Financial consumer protection**

- I. The terms and conditions of the Agreement shall be based on the principles of fairness, reasonableness, equality, mutual benefit and integrity.
- II. Terms and conditions of the Agreement that are obviously unfair shall be void. Any ambiguities conveyed by the terms of the Agreement shall be interpreted in the way that reflects the Principal's best interest.
- III. The Agent shall exercise the due care of a prudent manager when providing financial products or services according to the Agreement. Where the financial products or services above involve a trust or mandate, the duty of loyalty shall be exercised as required by the applicable regulations or contracts.

#### **Article 24 Matters requiring compliance in the United States Foreign Account Tax Compliance Act**

- I. The Principal/Beneficiary understands and agrees that the Agent and its overseas branches are required to comply with the U.S. Foreign Account

Tax Compliance Act (FATCA), and will begin to take related measures for compliance starting on July 1, 2014. The related measures may affect the rights and interests of the Principal/Beneficiary.

- II. The Principal/Beneficiary understands and agrees that the Agent shall provide the U.S. Internal Revenue Service (IRS) with information regarding the Agent's customers that are U.S. citizens, green card holders, or other resident taxpayers defined by the U.S. tax laws including the name, address, and taxpayer identification number (TIN) of account holders with U.S. nationality as well as information on U.S. shareholders, accounts, account balance or value, and the sum of other income from other sources across the world or payments, and is willing to comply with the following terms and conditions:
- (I) Where the Principal/Beneficiary is an individual with U.S. citizenship, green card, or resident taxpayer status, or where the Principal/Beneficiary is a company registered in the U.S. or a branch company or office of a U.S. company in Taiwan, the Principal/Beneficiary shall provide Form W-9 (Request for Taxpayer Identification Number and Certification) required by the IRS.
  - (II) Where the Principal/Beneficiary is not individual with U.S. citizenship, green card, or resident taxpayer status, or where the Principal/Beneficiary is a company that is not registered in the U.S. nor a branch company or office of a U.S. company in Taiwan, the Applicant shall provide related identity certification forms that prove its non-U.S. nationality status (including but not limited to Form W-8, a photocopy of the ID card, a photocopy of the passport, or a certificate of its waiver of U.S. nationality).
  - (III) The documents provided by the Principal/Beneficiary to the Agent (including without limitation the U.S. IRS tax forms, FATCA identity statement, and related identification certificates) are false, the direct, indirect, or potential losses derived from such falsehood shall be borne solely by the Principal/Beneficiary and the Agent shall bear no responsibility.
  - (IV) This description does not constitute taxation or legal advice provided by the Agent. If the Principal/Beneficiary has any tax or legal issues, it is advised to consult an accountant or attorney for advice.
- III. **The Principal/Beneficiary understands and agrees that it is obligated to truthfully inform the Agent of its FATCA identity. If the Principal/Beneficiary is a U.S. resident taxpayer, U.S. legal person, U.S. institution or organization, the Principal/Beneficiary agrees to sign and provide Form W-9 based on requirements of the United States Internal Revenue Service to the Agent to certify the Principal/Beneficiary's FATCA identity.**
- IV. **Based on the Principal/Beneficiary's obligation to truthfully inform the Agent of its FATCA identity, in the event of any changes in the following matters, the Principal/Beneficiary shall actively notify the Agent within 30 days and provide the changed information and evidential documents to the Agent. If the Principal/Beneficiary fails to perform its obligation for providing notice or does not cooperate in providing related documents proving the Principal/Beneficiary's FATCA identity, the Agent shall list the Principal/Beneficiary's account as a recalcitrant account in accordance with FATCA, and may deduct thirty percent (30%) from specific financial product accounts registered under the Principal/Beneficiary that are regulated by FATCA for U.S. taxes. The Agent may also terminate all contracts, accounts, business relationships, and related services provided to the Principal/Beneficiary in accordance with the agreements.**
- (I) **The Principal/Beneficiary's FATCA identity statement.**
  - (II) **U.S. tax or tax declaration forms (including W-9 and W-8BEN/W-8BEN-E) or other FATCA declaration forms signed by the Principal/Beneficiary.**
  - (III) **Related documents stating the Principal/Beneficiary's FATCA identity type.**
- V. The Principal/Beneficiary understands and agrees that the Bank may collect, process, use, and internationally transmit required declaration information for compliance with FATCA. The information includes but is not limited to the Principal/Beneficiary's name, nationality, passport number, date of birth, communication methods, the U.S. tax number (it is generally the U.S. social security number (SSN)), and U.S. shareholder. The Principal/Beneficiary also understands the period, area, target and method for the use of its personal information by the Agent, the Principal/Beneficiary's rights and methods of exercising such rights, and the impact on the Principal/Beneficiary's rights and interests if the Principal/Beneficiary does not provide such information. If the Principal/Beneficiary delivers personal information of a third party other than the Principal/Beneficiary or if the Principal/Beneficiary is a legal person and delivers personal information of its person-in-charge, directors, supervisors, managers, related personnel, authorized personnel, guarantor, or provider of collateral, the Principal/Beneficiary shall provide the parties of concern of the personal information with the notices of the Agreement and ensure that they are informed and understand the terms.
- VI. **The Principal/Beneficiary agrees that the Agent may, where necessary, obtain related evidential documents from the Principal/Beneficiary to verify its identity, and agrees that the Agent present the original copy of the Principal/Beneficiary's FATCA identity documents and information (including statements) or deliver photocopies of such documents to the withholding agent specified in U.S. tax laws on behalf of the Principal/Beneficiary to verify the Principal/Beneficiary's declared identity.**
- VII. If the Principal/Beneficiary is required to bear related taxes and fees other than the transaction amount, the Principal/Beneficiary agrees that the Agent may deduct such amounts from all payments or repayments made to the Principal/Beneficiary's deposit account at the Agent for the payment of such taxes and fees.

**Article 25 Matters requiring compliance in the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions**

- I. The Principal agrees that the Agent must take related measures to fulfill the obligations of a financial institution specified in Tax Collection Act and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (hereinafter referred to as the "CRS"). The Principal also agrees that the Agent may review the documentary proof and electronic records retained by the Agent, or the documentary proof and reasonable explanations or other documents provided by the Principal, to verify if the Principal is a reportable person. If the Principal is a passive non-financial entity (NFE) defined in the CRS, the Principal agrees that the Agent may review the documentary proof provided by the Principal or person who exercises control over the Principal, and verify if the Principal is a reportable person. If the Principal or person who exercises control over the Principal does not provide documentary proof to the Agent, the Agent may review the electronic or paper records retained by the Agent to verify if the Principal or person who exercises control over the Principal is a reportable person.
- II. A passive non-financial entity referred to in the preceding paragraph meets any one of the following conditions: (I) It is established and operated in its country or jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its country or jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare. (II) It is exempt from income tax in its country or jurisdiction of residence. (III) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets. (IV) The applicable laws of the NFE's country or jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of properties. (V) The applicable laws of the NFE's country or jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its remainder of the assets be distributed to a Governmental Entity or other non-profit organization, or escheat to the government at various levels of the NFE's country or jurisdiction of residence. Or is not a Reportable Jurisdiction Financial Institution or a Participating Jurisdiction Financial Institution that is: "An Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in the preceding subparagraph, and the gross income of the first-mentioned Entity attributable to investing, reinvesting, or trading in Financial Assets equals or exceeds 50% of the first-mentioned Entity's gross income during either the most recent 3 accounting years or a period the first-mentioned Entity has been in existence if the period is less than 3 years."
- III. If the Agent determines that the Principal or person who exercises control over the Principal is a reportable person, the Principal agrees that the Agent may report the following information of reportable accounts owned or co-owned by the Principal to the tax authority or its authorized agency in accordance with the CRS:
- (I) The name, address, country or region of residence, and tax number of the Principal. If the Principal is a natural person, information also includes the Principal's date of birth and country or region and city of birth. If the Principal is a passive NFE defined in the CRS, then information on the person exercising control over the Principal shall also be reported, including the name, address, country or region of resident, tax number, date of birth, and country or region and city of birth.
  - (II) The reportable account.

- (III) The balance or value of the account and termination of the account during the year.
  - (IV) Debits or credits to the account, total amount of interests, total amount of dividends, and total income from other assets held by the account, and the total amount of financial assets sold or redeemed by the account.
  - (V) Other issues that shall be reported in accordance with the law.
- IV. The Principal understands that according to the CRS, the Principal shall truthfully provide account information needed by the Agent. In the event of any changes to the Principal's tax identity, the Principal shall actively notify the Agent within 30 days and provide the changed information and documentary proof to the Agent. If the Principal does not agree to provide the above data and documents, or does not provide sufficient data and documents, the Agent may examine the documentary proof or electronic records retained by the Agent in accordance with the law or for the purpose of customer relationship management to determine the Principal's country/region of residence. If the Agent determines that the Principal is a reportable person, the Agent may report information of reportable accounts to the tax authority or its authorized agency in accordance with the CRS.
- V. If the Principal provides personal information of a third party to the Agent in accordance with this article, the Principal must ensure that approval was obtained from the third party. The Principal shall bear all liabilities in the event a violation causes the Agent to sustain losses or the third party seeks compensation from the Agent.

#### **Article 26 Matters requiring compliance when receiving (delivering) documents and making telephone calls**

- I. The Principal agrees that application for document and form collection (delivery) service for the Agreement shall be handled in accordance with regulations of the Agent.
- (I) Related documents and forms will be processed on the day they are received after the Agent verifies they are correct. If related documents and forms are delivered after trading hours or due to other force majeure factors, the documents and forms may be processed on the following business day.
  - (II) If the Agent's regulation requirements or legal requirements are not met because documents or forms are missing, the Principal agrees that the Agent may void and cancel the documents and forms if the Principal does not prepare all required documents and forms after being notified by the Agent.
  - (III) If the Principal cannot be contacted before the transaction date, the Principal agrees that the Agent may schedule another document receiving (delivery) time, and void the documents and forms related to the transaction.
- II. The Principal agrees that the Agent may call the Principal to verify whether or not the Principal understands the contents of the transaction, and that the entire call will be recorded to protect the Principal's rights. The Agent may take necessary measures or reject a transaction within the scope allowed by the law if the Agent has any concerns. The time of the phone calls above shall be based on the Agent's operations that day.

#### **Article 27 Obligation of confidentiality**

Unless otherwise agreed upon by the parties or stipulated by law, the Agent shall maintain the confidentiality of business dealings and transaction data of the Principal/Beneficiary under the Agreement.

#### **Article 28 Taxation**

The Principal and the Agent shall handle the tax-related matters under the Agreement pursuant to the tax code and the law of Taiwan. If the law has been amended, they shall abide by the amended law.

#### **Article 29 Governing laws and jurisdiction**

- I. The Principal agrees that, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from the Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of the first instance.
- II. The Agreement, the relevant subscription documentation and forms, and transactions shall be governed by the law of Taiwan. Matters not covered herein shall be governed by the law of Taiwan, domestic/foreign banking conventions, other relevant provisions, or written agreements between the two parties.

#### **Article 30 Other**

- I. The relevant subscription documentation, written descriptions, forms, and announcements on the Agent's website for the various investment objects under the Agreement shall be deemed an integral part of the Agreement.
- II. The Principal understands that the Agent is prohibited by the law from actively recommending asset allocation or specific investment targets to non-professional investors who are 65 years or older, whose highest educational qualification is having graduated from junior high school or under, or with major illness/injury status from the National Health Insurance. If the Principal obtains a major illness/injury certificate after signing the Agreement, the Principal must handle changes in identity information according to a procedure approved by the Agent on the following day after obtaining the certificate.
- III. The Agent may not actively recommend asset allocation or specific investment targets to the Principal who is the citizen of the European Union. If the Principal obtains EU citizenship after signing the Agreement, the Principal must handle changes in identity information according to a procedure approved by the Agent on the day the Principal obtains the identity.
- IV. The Principal understands that the Agent must appoint professional wealth management personnel to provide explanations before recommending asset allocation or specific investment targets.
- V. When applying to switch between, redeem, or extend investment objects, to stop or resume automatic payment, or to change the trust amount, address, or payment day, the Principal shall do so in writing, via telephone (including the manual system and the voice system), or in a way previously agreed upon between the two parties.
- VI. The various administrative, management, investment, and conversion fees of a fund institution are usually deducted from the net assets of a fund or are hidden in the difference between the quote and net asset value of a fund.
- VII. If by the time the Principal signs this Agreement, the Principal has signed a "General Non-Discretionary Monetary Trust in Domestic Mutual Funds/Offshore Securities Trust Agreement" that is still in force, the Principal agrees that from the day this Agreement is signed, the previously signed agreement shall be superseded by this Agreement and its Addenda.
- VIII. The Principal agrees that the Agent may record part or all of the conversations the Agent has had with the Principal to execute the Agreement within the necessary scope or pursuant to the law as proof in the event of a future trading dispute.**
- IX. The procedures adopted to handle disputes arising from the banking products or services provided by the Agent may be found by dialing the Agent's customer service number at 02-2182-1313 or 0800-301313, or by visiting its website.**
- X. The transaction application form, consent letter and advance notice of risk constitute an integral part of this Agreement and possesses similar binding legal effect.**
- XI. To protect the Principal's interest, the Principal understands and agrees that the Agent may appoint its employee to visit or call the Principal to confirm the Principal's basic contact information retained by the Agent (including but not limited to address, e-mail address, and phone numbers), deposits and investments with the Agent, methods of receiving the comprehensive statement, and whether its employee violates the law or the Agent's regulations. The Principal shall confirm based on actual circumstance, and sign the relevant confirmation or confirm using a recording. If the Principal conceals or avoids notifying, the Principal shall be responsible for its damages aroused thereof. The Principal shall not reduce its responsibility under this Agreement due to the lack of visiting and/or calling by the Agent's employee.**

Where the Agent provides the services under this Agreement or other financial goods or service information provided by the Agent or other subsidiaries of E.SUN Financial Holding Company for designated purposes in order to comply with R.O.C. laws and regulations, it can pursuant to the principles of good faith and necessity, collate or use the Principal's personal information in this Agreement and those with respect to its dealings with the Agent for the above-mentioned designated purposes. Except where prior consent of the Principal has been received or where prescribed by laws and regulations, the duration, territory, subject and mode of the Agent's handling or use of the aforesaid personal information shall be limited only to achieving the aforesaid designated purposes. Except where otherwise provided by laws and regulations or where it is necessary for the Agent's execution of its duties and operations, the Principal can at any time through the respective branches or call the Agent's Customer Service Hot Lines: 0800-30-1313 and (02)2182-1313 request that the Agent (1) check or request viewing; (2) provide duplicate copies; (3) supplement or correct; (4) stop collating, processing or using, and (5) delete the

aforesaid personal information. (For details on updates of this Announcement, please see announcements on the Bank's website, URL: <https://www.esunbank.com>)

**The Principal has thoroughly reviewed the above provisions within a reasonable period and confirms that the Agent has explained the Agreement in detail. The Principal completely understands and agrees to the provisions of the Agreement. He/she has affixed the original authorized seal he/she has left with the Agent after obtaining an identical copy of the Agreement, or approved using electronic services according to regulations of the Agent. The Principal understands he/she must review the documentation relevant to the various investment objects within the reasonable period of time in the future in order to safeguard his/her rights/interests.**

## **Agreement for Electronic Service for Handling of Non-Discretionary Monetary Trust**

The Principal hereby instructs the Agent how to utilize the funds entrusted to it and handle the relevant matters under a non-discretionary monetary trust by phone (including manual system and voice system) or via the Internet and agrees to the following provisions:

- I. Before instructing the Agent by phone (including manual system and voice system) or via the Internet to subscribe for, switch between, or redeem funds, making changes or inquiries, or requesting an (re)assessment of the Principal's ability to withstand risks or for other electronically-processed services prescribed by the competent authority (collectively known as "these Services"), the Principal shall sign with the Agent, an "IC ATM Card and Internet/Phone Banking Application Form" and obtain a phone banking service password or an Internet banking user password that has been designated by the Principal and confirmed by the Agent. The Principal shall comply with regulations of the Agent if other electronic methods are used. The Principal shall deposit the investment trust funds in a dedicated trust account opened with the trust department of E.SUN Bank. In the event of a change of account, it shall be one designated by the Agent.
- II. **When the Principal uses this service by phone (including manual system and voice system) or the Internet, the Principal shall keep the password confidential. The Agent provides the services only with the use of a correct password. If the Principal is aware of an unauthorized use or transaction, he/she shall immediately notify the Agent so that it can stop providing the services. If before the Agent is notified, the Principal's password has been used without authorization and transactions thus entered into have taken effect, unless for reasons due to the Agent's deliberate acts or negligence, the Principal shall not argue with the Agent on grounds that the use of the password was not authorized or exceeds the scope of authorization. Upon receipt of instructions from the Principal, the Agent shall provide these services to the Principal, unless the Agent suspects that it is subject to the risk of being in breach of the law if it does so or the Agent doubts the authenticity of such instructions.**
- III. The Agent shall give instructions by phone (including the manual system and the voice system) or via the Internet only during the time periods designated by the Agent. If the Agent cannot carry out or carry out in a timely fashion the instructions due to an incident beyond the Agent's control or for reasons not attributable to the Agent, such as a power outage, a disconnected communication line, network transmission interference, telecoms congestion, or sabotage, the Agent agrees that it will exercise due diligence when handling the incident, but the Agent shall not bear any liability.
- IV. If the means by which the Principal gives his/her instructions cannot be successfully used due to some kind of obstacle, he/she may use a different method agreed upon or visit the Agent's office.
- V. If the Principal desires to change his/her password, he/she shall do so by phone (including manual system and voice system), via the Internet, or in writing. However, such a change shall take effect only after it has been confirmed and agreed by the Agent.
- VI. The Principal may notify the Agent in writing or other methods agreed to by the Agent that he/she desires to stop using the services provided, and the Agent may notify the Principal or announce on its website at any time that it desires to stop providing the services. The transactions having entered into before the termination notification takes effect shall remain valid.
- VII. **The instructions given by the Principal by phone (including the manual system and the voice system) are valid only after they are confirmed by the Agent's customer service personnel. Transactions entered into by the Principal by phone using the correct password shall be equally valid as those entered into by the Principal by using a passbook and the seal or another method. The Principal understands and agrees that if he/she engages in a transaction by phone (including the manual system and the voice system), the Agent will record the conversation and legally play the recording when it is deemed by the Agent to be necessary.**
- VIII. When automatic payments are required, the Principal authorizes the Agent to deduct funds from the account designated or agreed to by the Principal as that for deduction. The Principal also agrees that the trust assets and the relevant expenses, including, but not limited to, the subscription handling charge, the redemption and subscription charge, the conversion handling charge, and the external conversion charge collected by the fund company shall be deducted from the said account. If the account has insufficient funds or the required funds are deposited during the business hours of the same day, the Agent may elect to not deduct funds for investment and the Principal's aforementioned transaction shall be deemed invalid. When the savings account does not have sufficient funds and a certificate of deposit is used for pledged loans, the accrued interest shall be borne by the Principal.
- IX. If the service method the Principal originally selected must be changed due to a change in the Agent's system or the law, the Agent may notify the Principal request him/her to switch to a different service method. The relevant provisions of the Agreement shall begin to apply when the new service method takes effect. The same procedure shall apply when the Principal applies to change the service method he/she has chosen.
- X. In the event of loss or destruction of password or documentary proof for these Services to be provided in accordance with the Agent's regulations, the Principal shall immediately initiate cancellation or change procedure with the Agent. The Agent shall not be held liable if loss is sustained as a result of the Principal failing to initiate cancellation or change procedure with the Agent. Before completion of cancellation or change procedure for password or documentary proof, all instructions given and transactions engaged in using the original password or documentary proof shall remain valid.
- XI. Where the Principal uses these Services by way of phone (including manual system and voice system) or via the Internet, it shall be required to fully understand the relevant regulations for such Services as well as agree to use these Services in accordance with the Agent's regulations. Where these Services are used in accordance with laws and regulations or the Agent's regulations, the Principal shall conform with this Agreement as well as the Agent's said regulations.
- XII. **Where the Principal applies for use of these Services by way of phone (including manual system and voice system) or via the Internet, such application shall possess similar binding effect as this Agreement. The Principal agrees to use electronic documents as a means of exchanging instructions. All electronic documents (including electronic agreement) exchanged according to the terms of this Agreement are equivalent to instructions issued in writing.**
- XIII. **The Principal agrees to use its seal impression which conforms to Electronic Signatures Act, or security regulations prescribed pursuant to the "Guidelines for Security Control Operations of Financial Institution for Electronic Banking Operations" as the means of identity verification. It further agrees that such electronic seal impression shall form the basis for this Agreement and these Services without requiring further signature or seal.**
- XIV. **The Principal agrees that the Agent may provide an electronic version of the Agreement or webpage for the Principal to download after verification, and that delivery of the electronic version shall be deemed as delivery of physical documents.**
- XV. If the Principal attempts to use this service to handle another person's information, has a poor record of use, or is found to have committed acts of sabotage or improper conduct, the Agent may immediately cancel the Principal's right to use the service without notice.
- XVI. **All the matters the Agent and the Principal agreed upon, including, but not limited to, the function, operation, or service types, business hours, the amount and number of transactions, the currency, and the handling charge, shall be determined by the Agent, posted on its website, and changed at any time it deems necessary. The Agent may amend the rules relevant to the Agreement at any time and post the amended Agreement on its website without sending notifications to each Principal. The Principal may terminate the Agreement between the announcement day and the designated amendment day. If he/she does not do so, he/she shall be deemed to have agreed to the amended Agreement.**
- XVII. Matters not covered herein shall be governed by the E.SUN Bank Non-Discretionary Monetary Trust General Agreement, the IC and Internet/Phone Banking Application Form, announcements on the Agent's website, and the relevant regulations.

**The Principal has been given reasonable time to peruse the aforesaid provisions. It further confirms that the Agent has explained in details the**

terms of this Agreement, and that it has obtained the Agent's acknowledgment copy which is identical with this Agreement, before attesting with its seal impression or confirming such copy via electronic means in accordance with the Agent's regulations. The Principal also completely understands and agrees to comply with the relevant contents in this Agreement.



## Statement of E.SUN Wealth Management Service

WHEREAS the “General Agreement for Non-Discretionary Monetary Trust” is made, the Principal hereby understands and agrees to cooperate under following regulations, and inform the Agent of its employee’s violation of the following regulations. The Agent strictly demands its employee to comply with the following:

- I. The employee shall not appropriate or keep custody for the Principal of his/her deposit certificate, passbook, seal, password, ATM card, certificate (e.g. ID card, NHI card, passport, including their copies), important document (e.g. land ownership certificate), transaction certificate, or any signed application form, document for insurance, policy, application document for insurance service, withdrawal slip and any other the Principal’s confidential document privately.
- II. The employee shall not handle external delivery and deposit services of “cash”, “check”, “securities” and other property without complying with regulations.
- III. The employee shall not accept the order or represent the Principal to order before signing or keeping in the custody of blank withdrawal slips, order forms, insurance documents, insurance service application documents, and Life/Property Insurance slips, which are signed by the Principal.
- IV. The employee shall not sign on behalf of the applicant and the insured, nor fill in a related document of insurance agreement without the applicant’s and insured’s consent or authorization, nor provide any blank insurance documents for the Principal to sign.
- V. The employee shall not complete forms and documents, which are important to the Principal’s interest, on behalf of the Principal. Besides, the employee shall inform the Principal of his/her rights and interests. The employee shall not fraudulently state matters which affect the Principal’s interest, nor deliver the Principal’s data via any methods to an irrelevant third person, or accept agency loan cases.
- VI. The employee shall not conduct the transaction without authorization or on behalf of the Principal (including but not limited to handle deposit, withdrawal, the opening of the account, amendment of account information, investment transaction, policy replacement, partial redemption, termination), nor directly accept the Principal’s instruction of transaction or subscription (or redemption) through social media app, nor embezzle the Principal’s property by violating the Principal’s instruction, nor conduct the transaction against the Principal’s interest.
- VII. The employee shall not fabricate, modify, alter documents or forms for each transaction provided by the Principal, e.g. withdrawal slip, agreement, transaction form, document for insurance, policy, application document for insurance service, statement; nor counterfeit signature, the original authorized seal on documents.
- VIII. The employee shall not induce, suggest, imply the Principal to provide false data; nor guide the Principal though filling in the risk assessment questionnaire; nor fill in the risk assessment questionnaire on behalf of the Principal.
- IX. The employee shall not make documents (such as DM, statement, business card), certificates or build a website in an aim to provide the Principal on behalf of himself/herself or E.SUN Bank; nor recommend and/or sale product and service, which are not permitted by the Agent nor approved by nor registered with the competent authority (such as personal loan products providing by overseas online platform operators).
- X. The employee shall not use the Principal’s account to make the transfer, subscription, redemption or switching of funds, investment products, withdraw or loan application, credit cards application, or change passwords and conduct any other transaction and agreement, through the internet or mobile banking, phone banking, ATM and automated equipment.
- XI. The employee shall not use the address of the bank branches, employee, or others, or use his/her e-mail address and phone number/mobile phone number for delivering the Principal’s documents (including but not limited to certificates or statements).
- XII. The employee shall not induce the Principal to borrow funds, apply for loans or any other methods to invest or purchase a policy (including but not limited to the employee sells along with the products of mortgage and life insurance, or improperly induces when granting a loan, or inappropriately persuades the Principal to redeem and transfer investment objects multiple times at an abnormal frequency within a short period for obtaining commissions or achieve performance goals).
- XIII. Any acts of borrowing, lending, or bearing a money-related relationship between the employees and the Principal. The employee shall not provide his/her account for the Principal’s transaction, transfer the Principal’s funds by others’ accounts, or lend the account.
- XIV. Any agreements between the employee and the Principal to share interests, or bear loss and cost. The employee shall not ask for or accept inappropriate funds, remuneration, or other interests directly or indirectly in the present or the future.
- XV. The employee shall not accept sales commissions provided from the Principal; request present and entertainment from the Principal; accept brokerage, service fees, or other inappropriate interests or engage in the Principal’s investment by exploiting the Agent’s property, information, or his/her position.
- XVI. Any agreement on providing specific benefits, considerations, or bearing the loss and cost. The employees shall not persuade the Principal to invest in a specific financial product or purchase an insurance policy (including but not limited to solicit insurance business through unfair discrimination, improper rebate, or any other inappropriate reduction of insurance premium).
- XVII. The employee shall not conduct any other acts violating the laws and regulations, or fail to handle matters under the Agent’s regulations.
- XVIII. The above acts shall not be conducted by the name of his/her spouse, children, or another person.

## Deposit/Exchange Service Fee Standards

Item	Service fees (Unit: TWD)
Remittance by cash	<ol style="list-style-type: none"> <li>1. NT\$100 per transaction of NT\$2 million (inclusive) or less.</li> <li>2. An extra NT\$50 for every additional NT\$1 million remitted (less than 1 million, calculated as 1 million).</li> <li>3. The limit on a single remittance is NT\$50 million.</li> </ol>
Transfer/Remittance	<ol style="list-style-type: none"> <li>1. NT\$30 per remittance of NT\$2 million (inclusive) or less.</li> <li>2. An extra NT\$10 for every additional NT\$1 million remitted (less than 1 million, calculated as 1 million).</li> <li>3. The limit on a single remittance is NT\$50 million.</li> </ol>
Blank check	<ol style="list-style-type: none"> <li>1. Regular check: NT\$10 per check</li> <li>2. Personalized check: To be fully borne by the customer</li> </ol>
Cashier's checks	<ol style="list-style-type: none"> <li>1. Issue cashier's checks NT\$30 per check</li> <li>2. Application for change to items on cashier's checks: NT\$30 per check</li> </ol>
Issue Bank of Taiwan check (Not available for the public)	<ol style="list-style-type: none"> <li>1. NT\$1 million or more: NT\$230 per check</li> <li>2. Less than NT\$1 million: NT\$430 per check</li> </ol>
Check collection	<ol style="list-style-type: none"> <li>1. General collection: NT\$10 per check</li> <li>2. Remote areas: NT\$50 per check</li> </ol>
Posted check withdrawal / postponement	NT\$50 per check
Reporting loss and suspending payment of regular checks	NT\$200 per check
Reporting loss of blank checks	NT\$100 per check
Application for or de-registration of payment cancellation	NT\$100 per check
Applications for cashing checks after being rejected or settlement	NT\$200 per check
Bounced check due to insufficient deposit balance	NT\$300 per check
De-registration footnoting of bounced check	NT\$250 per check
Check creditability Inquiry for opening check deposit account	NT\$100 each
Type 1 check creditability inquiry	NT\$100 each
Type 2 check creditability inquiry	NT\$200 each
Affidavit of the balance of deposits	<ol style="list-style-type: none"> <li>1. Counter application: NT\$50 per copy, NT\$20 per copy for the second copy and after.</li> <li>2. Apply via online banking: NT\$30 per copy, NT\$20 per copy for the second copy and after.</li> <li>3. Postage: Taiwan, NT\$28 for copies 1-2. NT\$36 for copies 3-7. NT\$44 for copies 8-10.</li> </ol>
Bank reference	Counter application: NT\$50 per copy, NT\$20 per copy for the second copy and after.
Transaction Details	Starting from the date of retrieval, each copy for each account is: <ol style="list-style-type: none"> <li>1. Within 1 year: NT\$100</li> <li>2. 1 year- 5 years: NT\$200</li> <li>3. More than 5 years: NT\$500</li> <li>4. If the number of pages exceeds 5, an additional NT\$10 will be charged for each extra page for each copy</li> </ol>
Bank voucher retrieval	<ol style="list-style-type: none"> <li>1. NT\$100 each within 1 year</li> <li>2. NT\$200 each for 1 year- 5 years</li> <li>3. NT\$500 each for more than 5 years</li> </ol>
IC ATM Card	<ol style="list-style-type: none"> <li>1. New application: NT\$150 per card for the second card and after for the same person</li> <li>2. Handling fees:               <ol style="list-style-type: none"> <li>(1) Domestic interbank withdrawals: NT\$5 per transaction</li> <li>(2) Domestic interbank transfers:                   <ol style="list-style-type: none"> <li>A. Each account is exempted from the service fee for one transfer of NT\$500 (inclusive) or under each day.</li> <li>B. NT\$10 per transfer of NT\$1000 (inclusive) or under.</li> <li>C. NT\$15 per transfer of more than NT\$1000</li> </ol> </li> <li>(3) Interbank Deposit Service: Service fee of NT\$15 for each interbank deposit.</li> </ol> </li> <li>3. International withdrawal: Service fee of NT\$70 for each withdrawal, and international network fee of 1.5% of the withdrawal amount directly deducted from the account during transaction.</li> <li>4. NT\$100 per card for replacing/reissuing an ATM card</li> <li>5. NT\$50 to unlock card or reset password</li> </ol>
Domestic interbank transfers via online banking/mobile banking/WebATM	<ol style="list-style-type: none"> <li>1. Each account is exempted from the service fee for one transfer of NT\$500 (inclusive) or under each day.</li> <li>2. NT\$10 per transfer of NT\$1000 (inclusive) or under.</li> <li>3. NT\$15 per transfer of more than NT\$1000.</li> </ol>
Time deposit pledge setting/cancellation/exercise	NT\$100 per copy
Reporting loss of passbook/deposit certificate and applying for a replacement	<ol style="list-style-type: none"> <li>1. NT\$100 per passbook</li> <li>2. NT\$100 per deposit certificate</li> </ol>
Reporting loss and changing the authorized seal	NT\$100 per account
Payment of customers' seized funds	NT\$250 each
Safety deposit box related fees	The service fees shall be charged in accordance with <a href="#">the fee schedule of branches with safety deposit boxes</a>

**Note: Fees shall be based on the announcement at business locations of the Bank.**

**The Chinese version and the English version of this fee standards have equal legal force and effect. If there is any inconsistency between the English and Chinese versions, the Chinese version shall prevail.**

Implemented on 05/05/2023

## International Remittance

Outward remittance	Handling fees	1. Calculated at 0.05% of each transaction, the minimum is NT\$100 and maximum is NT\$800. ※ Service fee is NT\$0 for domestic remittance of foreign currency (limited to RTGS participants), and remittance by overseas syndicated banks (remittance to overseas branches) 2. Service fee for revision, remittance cancellation, and inquiry is NT\$100
	Swift / mail fees	1. General remittance: NT\$300 per transaction 2. Full amount received: NT\$900 per transaction 3. Received in full: Quoted for each transaction or additionally charged based on overseas fees (limited to the Bank's customers with a deposit account) 4. Domestic settlement of foreign currency: NT\$600 per transaction 5. Remittance by overseas syndicated banks (remittance to overseas branches): NT\$300 per transaction 6. An additional Swift / mail fee of NT\$400 will be charged for remittances to the UK under the equivalent of GBP100 7. Swift/mail fee for revision, remittance cancellation, and inquiry is NT\$300
Inward remittance	Handling fees	1. Calculated at 0.05% of each transaction, the minimum is NT\$200 and maximum is NT\$800. 2. Each revision and inquiry is NT\$100 3. NT\$200 for each payment made by domestic bank and notice sent by the Bank
	Swift / mail fees	Swift/mail fee for revision and inquiry is NT\$300
Foreign currency cash	Handling fees	1. Buy/sell foreign currency cash, service fee of NT\$100 for each transaction 2. Service fee for exchange rate difference, minimum of NT\$100: (1) The difference between the spot exchange rate and cash exchange rate quoted by the Bank will be collected when withdrawing foreign currency cash from a foreign currency deposit account. (2) The difference between the spot exchange rate and cash exchange rate quoted by the Bank will be collected when depositing foreign currency cash into a foreign currency deposit account. 3. Service fee for cash collection is NT\$500 per transaction, and an additional NT\$50 will be charged for each bill after the 10th. ※ The amount credited will be based on the actual amount credited by the other bank
Traveler's check	Handling fees	Purchase and collection of traveler's check calculated at 0.05% of each transaction, the minimum is NT\$200 and maximum is NT\$800.
	Swift / mail fees	NT\$200 for each purchase or collection of USD-denominated traveler's check, and NT\$1,000 for each non-USD-denominated traveler's check An additional NT\$50 is charged for the fifth check and after
	Interests	Interest shall accrue for 7 days, calculated based on the relevant interest rate posted by the Bank, with a minimum of NT\$100 (limited to traveler's checks sold by the Bank)
	※ The daily amount purchased/collected is limited to the equivalent of US\$5,000 ※ Fee of overseas : It depends on the service charges of overseas bank.	
Collection of clean bills	Handling fees	Calculated at 0.05%, the minimum is NT\$200 and maximum is NT\$800.
	Swift / mail fees	1. The local currency is used in the U.S. and Hong Kong, NT\$,200 per bill 2. NT\$1,000 each for other regions
	※ Fee of overseas : It depends on the service charges of overseas bank.	
Affidavit of the balance of deposits		1. Counter application: NT\$50 per copy, NT\$20 per sheet of paper for the second copy and after. 2. Apply via online banking: NT\$30 per copy, NT\$20 per copy for the second copy and after. 3. Postage: (1) Taiwan, NT\$28/1-2 copies, NT\$36/3-7 copies, and NT\$44/8-10 copies (2) Overseas, NT\$700/1-10 copies
Transaction Details		Retrieve passbook transaction details (starting from the date of retrieval), each copy for each account is: 1. Within 1 year: NT\$100 2. More than 1 year- 5 years: NT\$200 3. More than 5 years: NT\$500 4. If the number of pages exceeds 5, an additional NT\$10 will be charged for each extra page for each copy
Bank voucher retrieval		NT\$100 each within 1 year ; NT\$200 each for more than 1 year- 5 years ; NT\$500 each for more than 5 years .
Time deposit pledge setting/cancellation/exercise		NT\$100 each
Reporting loss of passbook/deposit certificate and applying for a replacement		General loss reporting for a replacement is NT\$100 each
Reporting loss and changing the authorized seal		NT\$100 each
SWIFT statement		Monthly service fee is NT\$3,000, NT\$150 each day for notifications sent when the balance changes
Payment of customers' seized funds		NT\$250 each

**(Service fees not specified herein shall be charged in accordance with the payment standards of the Bank)**

Note1: General remittance: There will be a difference in the amount of funds received by the beneficiary due to foreign currency transfer fee and beneficiary bank charge, in which the foreign currency transfer fee is collected by the intermediary bank or the Bank.

Pay in full: The beneficiary bank will receive the full amount, the remitter shall bear the Bank's foreign currency transfer fees, and the beneficiary shall bear the beneficiary bank's related fees.

Received in full: The remitter shall bear all expenses.

Domestic remittance of foreign currency: The Bank uses a foreign currency settlement platform for remittance, the beneficiary bank will receive the full amount (not including international remittance), and the beneficiary shall bear the beneficiary bank's related fees.

Note2: For inward remittance due to the the remittance is unable to complete the transaction insufficient, incorrect or unable to contact the beneficiary for the information required for the foreign exchange declaration, other reasons not attributable to the bank, or if the remitter/ beneficiary applies for the return of the amount on its own, The Bank may refund the remittance after deducting the related fees.

**Note: Fees shall be based on the announcement at business locations of the Bank.**

**Implemented on 12/14/2021**