



**Sunny Bank Co., Ltd.**

**Standard Terms and Conditions  
for Account Opening**

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(English translation for reference only)

(If there is any discrepancy between the Chinese Version and the English translation, the Chinese Version shall prevail.)

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The Contractor (hereinafter referred to as the Contractor/Applicant/Depositor/Trustor) and Sunny Bank (Hereinafter referred to as /the Bank/Trustee) enters into an agreement with regard to the opening of accounts for deposit, trust or other types of account, as well as a variety of services transactions. Based on the said agreement made by both parties, Contractors shall observe the terms and conditions where applicable as follows.

#### Chapter I. Deposits in New Taiwan Dollar

1. Whenever the Applicant herein opens this account, he/she shall use the legal name pursuant to the regulations set forth in the "Name Act" ; in case of legal entities including but not limited to firms, companies, the name of the representative or responsible person shall be filled out instead, along with two acceptable forms of identification. In case of a minor, he shall obtain written approval of all legal agents. In case of a foreigner, relevant laws and orders enacted by the competent authorities shall prevail herein.
2. Whenever the Applicant herein opens an account, he/she shall fill out the Signature and chop print for future verifications by the Bank and for payment by specimen chop matching. However, the Bank shall not be liable for any and all losses arising from events including but not limited to specimen chop being lost, forged, altered, stolen and used, if the Bank has verified the specimen chops with the due care required of a good manager by checking whether the withdrawal slip or other instrument-based specimen chops match with the original specimen chops on the Signature and chop print for further processing or payment.
3. In case the Bank fails to immediately make an inventory of all cash that the Applicant has deposited, they shall not be accounted until the Bank accomplishes inventory; in case of shortage and mismatch, the Applicant shall correct it or replenish it instantly. If it was the Bank's staff filling out the deposit slip on behalf of the Applicant for deposited cash, Applicant shall align it with that on the passbook or receipt obtained from teller with a completion of entry before leaving, otherwise the Bank shall take no responsibility of said shortage or mismatch.
4. Applicant shall maintain all specimen chops, passbooks, bankcards, password for withdrawal via diversified electronic units and universal password for withdrawal; in case of loss, damage, theft or other incidents that arise attributable to the fault of the Applicant or the password may be known by a third party potentially, Applicant shall proceed with the reporting process or change of password on the counter or through the report services by phone calls, phone voice service, automatic machine, online banking and other services. However, applicants who proceed with the same via oral report or not on the Bank teller counter shall finish written report of loss, change of specimen chop or claim for reissuance of passbook, bankcards and other formalities at the Bank within three (3) services days from the next day of the said loss; failure of the same to do so within the deadline shall result in the cancellation of validity for previous processed loss report by the Bank. In case that the Bank has paid prior to the acceptance of the Applicant's reported loss and stoppage of payment, if the specimen chop, passbook, bankcard and password that the withdrawer hinted were true, then, the payment stated as above remains to be paid off by the Applicant.
5. Except for the transaction of direct deposit agreed by the Bank, whenever the Applicant makes a withdrawal, he/she shall do the same based on the passbook and withdrawal slip with specimen chops affixed or other specified ways (included but not limited to bankcard). In the case of mismatch between the balance in the passbook and that settled on the Bank's computer, the balance settled on the Bank's computer shall prevail; however, the Bank shall correct any erroneous balance upon verification of the Applicant's record and that presented by the Bank. In the case wherein the Applicant trades in diversified kinds of electronic equipment, payment via deduction from the agreed transfer or transaction without passbook agreed by the Bank, under the condition of delayed update on the passbook, the balance settled in the primary file on the Bank's computer shall prevail; the Applicant shall update the passbook or search, align the record with the Bank's record.  
**In case that the number of deposit transactions via passbook awaiting update of details reaches more than 99 records, the Bank may aggregate such records awaiting update into one record pursuant to the type of transaction (such as withdrawal, income and balance) in the beginning of the following month; however, the details of the transaction may be verified with the original bank (branch) where you deposited it.**
6. The interest of demand deposit on this account is calculated on a 365-day and daily basis (same for leap year), settled every 6 months (6/20, 12/20) and rolled into the Trustor on the next day; the interest rate is subject to the type of deposit and as per the Bank's float rate in the demand deposit or demand savings deposit or salary transfer demand savings deposit or other posted interest rate. However, applicants who withdraw all deposits and clear this account prior to the day that the deposit interest is settled, the interest shall be calculated and paid upon clearance. **The deposited amount with interest plus starts with NT\$10,000.00 and NT\$100.00 as the unit, which stops at and rounds up to the 2nd decimal place; the Bank may adjust it whenever it deems necessary; this interest calculation does not apply to the amount less than the minimum deposited amount where interest plus applies. In case that the preceding amount applying to and the unit for interest plus require adjustment, it shall be announced in public at the Bank and its website or otherwise specified without notice given or with approval of the Applicant.**
7. Applicant's balance of deposit account may not be zero, otherwise the Bank may terminate the Deposit Contract with the Applicant and clear the account, unless otherwise agreed between the Bank and Applicant.
8. The Applicant shall take sole responsibility for all damages caused by a third party's unauthorized fraudulent use, theft to use his own withdrawal passcode, universal withdrawal passcode, user code, phone voice, online banking, universal passcode in the Bankcard and e-banking service, certificate application ID, private key; however, the Bank takes sole responsibility if such incidents are attributable to the Bank.
9. Any change on the profile of the Applicant shall be made in a written manner with the Bank. In addition, the notice given by the Bank to the Applicant shall be considered served after it is mailed to the most recent updated address of the Applicant within the normal mailing period; however, in the case of delivery by fax or electronic message or Email address, the notice shall be served on the same day the fax or email was sent to the designated Email address (i.e. delivery day).
10. Applicant's deposited check will not be added with interest and used until the Bank exchanges it and accounts it. If a check bounces or gets entangled causing failure of the Bank to receive the payment, the Bank may deduct the payment that has been accounted previously in the Applicant's account. In a bounced check, upon notification by the Bank within the reasonable processing period, the Applicant shall carry the passbook and original specimen chop with him/her to the Bank to proceed with the original check bouncing process and correct the record in the passbook. The Bank is not obligated to secure the rights on the check as an agent and shall have no responsibility.
11. In the case wherein the Applicant deposits a check in foreign currency and the check issuance and the place of payment are both in overseas regions, it shall be subject to the law in the country where it is located. Regardless of the said payment being received or advanced through the financing process of the Bank, in case of any bouncing checks or other entanglements, when the payment is requested by deducting paid ones through an overseas collection bank as the agent or overseas payer bank, the Applicant shall bear all deductions through overseas banks including the penalty for the bounced checks and shall authorize the Bank to deduct it from the Applicant's deposit account; in case of insufficiency, Applicant shall pay it back immediately upon notice by the Bank. The Applicant shall carry the passbook and original specimen chop with him/her to the Bank to pick up the bounced check and correct record in the passbook.
12. Applicant's passbook, unless otherwise specified, may not be assigned, traded or used as a pledge by the Applicant. The Bank's presented receipts, except for those printed by computer and deposit certificate which have a payment receipt stamp affixed by the Bank's machine or tellers, shall not be considered valid until the Bank's authorized staffs signs the said receipts.
13. Applicant agrees to check any discrepancy or doubt arising out of any related Statement mailed by the Bank or details of transactions sent by other means (such as Email) to the Bank within seven (7) days after the Statement is served or after the details of transaction sheet is sent; The statement sent by the Bank shall be deemed correct in case of failure of the Applicant to report any discrepancy or doubts beyond the deadline. Any dispute or query filed by the Applicant with the Bank shall be investigated immediately; if the Bank's investigation confirms that inaccuracy indeed happened in the transaction records, the Bank shall make corrections immediately.
14. The Applicant agrees that the Bank's maintained copies, photos, microfilming or saved data in computer related to the transaction certificate are in the same legal effect as the original certificate, which can prove all transactions between the Applicant and the Bank.
15. In case of any deposit, remittance in this account goes to the Applicant's account by mistake or overpayment due to reasons including but not limited to the Bank or another bank or other third party's miswritten account no., account name, amount, erroneous operation or faulty computer, the Applicant agrees to have the Bank deduct it from the Applicant's account and make correction on the record immediately; if the said payment has been withdrawn and used by the Applicant, Applicant shall refund it immediately upon notice by the Bank. However, the Applicant shall take sole responsibility if the transaction that the Bank did as instructed by the Applicant, causes an error or overpayment to the account.
16. When the Applicant is performing a transaction related to this account, and it involves declaring it as foreign exchange to the Central Bank, the Applicant shall

- declare it truly and fill out the Declaration Form of Foreign Exchange pursuant to related laws and regulations. Whenever a foreign exchange is declared, the Applicant also shall take sole responsibility in the failure of settlement of exchange due to constriction of laws and regulations or the line of foreign exchange granted to the Applicant has run out. The Bank reserves the right of foreign exchange settlement and declaration on behalf of the Applicant pursuant to the regulations related with foreign exchange laws and the Applicant acknowledges all without raising any objection against it. If the Bank was informed that the Applicant's usage has exceeded the line of foreign exchange granted or failed in the process according to the law, the Bank reserves the right to not accept it.
17. In the case of deposit/withdrawal transactions done offline due to the fault of the Bank's computer system or disconnection of telecom line, if Applicant requests withdrawal or proceeds with transfer by passbook, withdrawal slip and original specimen chop, the available balance to withdraw is subject to that estimated by the Bank before it is affirmed. If Applicant's withdrawn amount is found to exceed over the actual balance thereafter, Applicant shall return all overpayment immediately.
  18. Applicant agrees to bear a variety of taxes and fees computed by the Bank from the account management or payment against the deposit and the Bank deducts them therefrom.
  19. **Applicant agrees costs generated from every transaction or service as follows: 1. Reissuance (change) of bankcard/passbook: NT\$100.00 for every case (same below); 2. Specimen chop change: NT100.00 for every case; 3. Re-application of password: NT\$100.00 for every case; 4. Request unlock code for bankcard: NT\$50.00 every time; 5. Issue a check at the Bank: NT\$100.00 per check; 6. Issue a check from the Bank of Taiwan: NT\$300.00 per check; 7. Note collection: NT\$5.00 per note; 8. Deposit and collect note to draw: NT\$50.00 per note; 9. Certificate of Deposited Balance: NT\$50.00 per certificate; 10. Confirmation by Accountant: NT\$300.00 per sheet; 11. Apply for a copy of note in deposit/loan industries: NT\$100.00 per copy; 12. Look up certificate, forms (statements) etc. more than one year ago or have been stored for custody: NT\$200.00 per record; 13. Print Statement more than one year ago: NT\$100.00 per household; 14. Charge of seize execution: NT\$200.00 per record; 15. Deposit account settlement and clearance that was opened within 3 months: NT\$100.00 per household; 16. Mail application form for account cancellation: NT\$100.00 per household.**  
For these fees stated above, Applicant agrees to have the Bank deduct from the Applicant's account without notice given; in case of any adjustments, it shall be posted in public at the services site and the Bank's website.
  20. Applicant agrees and understands that if the deposit is claimed by a third party for enforcement via the court or other legal enforcement authorities, or the court, the Prosecution Office or competent authority orders to seize it by law, the Bank shall proceed with the seizure process pursuant to the enforcement order without giving notice to the Applicant by law.
  21. During the period of Applicant doing transactions with the Bank, if any debt to the Bank (not limited to debt under this account) occurs with unpaid dues or contract breach, or other reasons resulting in lawsuit against you by the Bank or act with the same effect as a lawsuit, or in provisional seize, provisional disposition, by enforcement, cease operation or other legal disposition or claim for bankruptcy, reorganization, the Bank shall claim all debts that Applicant owes toward the Bank and Applicant, hereby, loses the defense of limitation for all debts; the Bank may claim to write off all payables with Applicant's deposit as the necessary disposition, along with other collaterals (if any). Applicant has to write it off within the scope of deposit at the Bank, and may not raise any claim or request with the Bank.
  22. **Applicant may not lend his/her accounts, passbooks and credit cards to others or use them for the illegal or improper purposes such as money laundering and fraud or use the deceit to damage the Bank's credit. If the Bank suspects or is informed of the improper use of the account or the suspected criminal accounts by the police and prosecutors, the Bank may immediately terminate the functions of the account, such as passbook withdrawal, bankcard (Bank Card), voice transfer, Online banking or other electronic payment transfer of the account. The Bank can directly settle it and the Bankcard shall be taken back and voided. The balance of the account deposits shall be kept by the Bank until those who can legally receive them get it. Hereafter, if the Bank finds there are no such frauds, the restriction shall be lifted.**
  23. Unless otherwise agreed by both parties, Applicant agrees that the Bank may amend this agreed subject matter at any time to comply with the related laws to meet the needs of the services and the interpretations of the competent authorities. However, the Bank shall clearly disclose the revised contents at all the services offices and website or send the notifications. Applicant agrees to be subject to the new contracts from the announcement date. Should Applicant disagree with the Bank's amendments, Applicant shall terminate the deposit account and this agreed subject matter at any time. However, if the terms and condition are only terminated partially, Applicant shall be subject to other terms or terms and condition.
  24. Applicant may terminate this deposit account and terms and condition by filling in the Account Closure Form and contacting the original branch where the account was opened in person or by mail or on the Internet at any time. However, if Applicant is unable to deal with it in person, he/she shall submit the Account Closure Form, power of attorney and the Trustor and the Trustee's identification documents to entrust the trustee to handle it.
  25. **Applicant agrees that the Bank, the Taiwan Clearing House, the Joint Credit Information Center, the Financial Information Service Co., Ltd. or the surviving companies which were merged by the Bank and other institutions assigned by the competent authorities or having the services contracts with the Bank (hereinafter referred to the above-mentioned institutes) can collect, process, internationally transmit and use Applicant's personal data to meet the needs set in the scope of their service registration items or articles. Besides, the above-mentioned institutes shall also provide the relevant information collected by them to the Bank; Applicant also agrees that the Bank can make Applicant's information accessible to a third party within the extent permissible by law and the authority.**
  26. **Applicant understands and agrees that the Bank may outsource deposit-based services, computer-processed services or other affiliated services in connection with this Agreement (included but not limited to data entry, process and input of data to the information system, development, monitoring and maintenance of the information system, and back office operation involved with data processing of services, marketing, form printing, packing & specimen chopping, mailing and delivery, data custody related operations with forms, certificates, customer service services involved with electronic channels, check issuance on behalf of customers) to appropriate third party pursuant to the regulations formulated by competent authorities in case necessary upon consideration.**
  27. In case any checks that Applicant entrusts the Bank to receive are stolen, lost or destroyed during transit, Applicant agrees to authorize the Bank or the payment bank to act on behalf of Applicant for registration of loss and terminate the payment and request for public disclosure dunning and invalidating judgment.
  28. If any lawsuit arises from this agreed subject matter, Applicant and the Bank agree on the local court where the head-office of the Bank is located or where the branch office with related services is located as the court of first instance. However, if the law has a special provision for exclusive jurisdiction, its provision shall govern.
  29. The Bank's service of documents shall be done using the physical address or fax numbers which are specified on the account. If the residences or fax numbers of the contractor change, the Bank shall be notified in writing immediately. Notification or letters sent by the Bank, using the last known address provided by the Contractor and after a normal period of delivery time, will be regarded legally as received. In case notification via fax is used, it will be deemed as received when the fax is sent.
  30. After Applicant applies to open a TWD passbook deposit, the services affairs related to this deposit (including entrusting others to handle these deposit affairs on behalf of Applicant) will be viewed as the depositor handling it personally if the deposit account authorized specimen chop is stamped and signed. However, for the items such as loss or change of authorized specimen chop, and others that the Bank regards as necessary, the depositor shall be required to show the ID card and sign it in person.
  31. The depositor agrees that every time he/she makes cash withdrawal from each services unit of the Bank, the passbook, authorized specimen chop, passbook withdrawal passwords and withdrawal slip have to be presented, otherwise the Bank shall refuse to pay the money. However, entrusting the Bank to withhold the Trustor and interest on the loan, to pay the public utility fees and to pay the income tax with the withdrawal slip or to transfer payment in other agreed form shall not be subject to this restriction.
  32. **The deposit has been subject to the deposit insurance coverage in accordance with the law. Every depositor's Trustor and interests in the Bank's domestic branches are subject to the maximum coverage regulated by the Central Deposit Insurance Corporation. If the disputes arise from this deposit, the depositor can appeal to the Bank by:**
    1. Telephone: 0800-085-134.

2. Fax: (02) 5555-9168.

3. E-mail: [s0800085134@sunnybank.com.tw](mailto:s0800085134@sunnybank.com.tw)

33. Other issues uncovered herein shall be handled in accordance with relevant financial laws, general financial practice and relevant regulations of the Bank.

## Chapter II. Comprehensive deposits

1. This deposit is a comprehensive deposit, including Demand Deposit, Demand Savings Deposit, Time Deposit, or Time saving deposit, etc. In addition, Applicant may apply for or change the agreed deposit certificate for the "pledged loan" in a written form with the Bank.
2. To place deposits, withdraw or borrow through the account, Applicant is required to present a passbook and a deposit slip, withdrawal slip or other means agreed upon (ATM, voice call, etc.).
3. Balances placed as demand deposit over NT\$10,000 may be converted into time (savings) deposit. Applicant shall go to the Bank to handle it one by one or set the sum of the agreed automatic transfer.
4. In case that Applicant goes to the Bank to convert into time savings deposit one by one, the agreed conditions may not be changed during the deposit time and shall not be renewed until the maturity. As for the agreed automatic conversion, it shall be automatically converted without exception.
5. The renewal of the Trustor and the interest combined is applicable to Time Deposit and Round-Amount Savings
6. Interests on all types of Demand Deposits shall accrue at the Bank's board rate. The interest of Demand (Savings) Deposits shall be accrued on a floating basis in accordance with the Demand Deposit or Savings Deposit or Salary Transfer Savings Deposit or other board rate of the Bank. The interest shall be accrued by 365 days (the same with leap year) on a daily basis and settled every half year (6/20、12/20) and then rolled over together with the Trustor on the next day. For the Time (Savings) Deposit, the interest is accrued either on a floating or fixed basis. The interest that accrues on a floating basis shall be adjusted with the board rate of the Bank and be transferred automatically into the Demand (Savings) Deposit placed by the Bank except agreed otherwise. For Time (Savings) Deposit, the interest shall be calculated on a full-month basis (regardless of days of the month), and daily basis is applied for calculating the interest of a non-full month portion. By multiplying the Trustor with the annual interest rate and the number of full months elapsed and divided by 12, the interest is calculated. For the days that amount to less than a month, the interest is calculated on a daily basis.
7. The interest of Time Deposit renewal and conversion is calculated as follows:
  - (1) For the Time (Savings) Deposit adopting the board floating interest rate, the interest is calculated by the board floating rate of the day of the renewal. However, in case that the board rate on the floating basis is adjusted after the renewal, the interest shall be subject to the new rate by stages.
  - (2) For the Time (Saving) Deposit adopting the board rate on a fixed basis, the interest is calculated by the board-fixed interest rate on the day of the renewal. If there is no board-fixed rate of the original agreed periods on the conversion date, the board floating rate of the same period is adopted. If there is no floating rate of the same period, the interest is calculated by the board's floating rate of the latest lower period.
8. The termination or early termination of the Time (Savings) Deposit placed:
  - (1) When the Time (Savings) Deposit placed is terminated or is terminated prior to its scheduled maturity, Applicant shall authorize the Bank to transfer all of it into the Demand (Savings) Deposit placed on the day of termination or early termination. In case the termination day is a holiday, the interest of the date is accrued on a simple basis, and will be transferred into the Demand (Savings) Deposit placed on the following services day.
  - (2) **In case that the Time (Savings) Deposit placed is terminated prior to the scheduled maturity, it shall be settled, in which interests that accrue shall be calculated on a simple basis that corresponds to the actual duration held:**
    1. If the actual deposit period is less than a month, no interest will be paid.
    2. If it is over one month but less than 3 months, the interest payable shall be calculated at 80% of the Bank's one-month period board rate of Time Deposit.
    3. If it is over 3 months but less than 6 months, the interest payable shall be calculated at 80% of the Bank's three-month period board rate of Time Deposit.
    4. If it is over 6 months but less than 9 months, the interest payable shall be calculated at 80% of the Bank's six-month period board rate of Time Deposit.
    5. If it is over 9 months but less than a year, the interest payable shall be calculated at 80% of the Bank's nine-month period board rate of Time Deposit.
    6. If it is over one year but less than 2 years, the interest payable shall be calculated at 80% of the Bank's one-year period board rate of Time Deposit.
    7. If it is over 2 years, the interest payable shall be calculated at 80% of the Bank's 2-year period board rate of Time Deposit.For the board rate of the above paragraphs, the board rate of the deposit date prevails. For those deposits adopting the board floating rate, in case that the board rate is adjusted, the interest accrue shall be calculated based on the new board rate by stages in the actual deposit time after adjustment.
9. **Time deposit with pledged loan function:**
  - (1) In the event that Applicant has agreed with the pledged loan, to guarantee debt to the Bank placed under this deposit, the Bank shall impose a lien on the time deposit now and in the future, and the depositor shall agree to refrain from transferring or pledging this deposit to any third party. Also, "Time Deposit statements" printed in the Bank passbook shall serve as adequate proof, for which the Bank will not issue separate certificates and other certificates.
  - (2) To withdraw Demand Deposit (Savings) that this deposit is placed, Applicant is required to present a withdrawal slip, bankcard or use other means agreed upon. Or the Bank shall automatically allocate from Applicant's Demand Deposit (Savings) Deposit to pay the amount that Applicant should pay to the Bank based on the agreed otherwise. In situations where payments exceed Demand Deposit (Savings) Deposit balance, the Bank shall honor Applicant to lend up to 90% of Time Deposits (Savings) Deposit amount placed under this account as mentioned in preceding paragraphs, which shall be automatically repaid when Applicant places additional Demand Deposit (Savings) Deposit into the account or when Time Deposit (Savings) Deposit are converted into Demand Deposits upon maturity.

The above-mentioned loan amount is based on the printing amount of the Bank Demand/Savings Deposit, for which Applicant shall not sign a separate loan certificate.
  - (3) The loan period of this deposit may not mature later than the maturity date of the Time Deposit (Savings) Deposit against which the pledge guarantee is made. However, if the agreed Time Deposit (Saving) Deposit is automatically converted into Demand Deposit/Savings deposit upon maturity, the loan period may be extended, but may not be over the maturity date of the last conversion. After the Trustor and the interest are automatically paid to the Bank upon transferring to the Demand Deposit/Savings deposit or upon termination or early termination of the Time Deposit/Fixed Savings Deposit, the rest of the amount shall be transferred to the Demand Deposit placed without notification from the Bank.
  - (4) In case the depositor chooses the Trustor and the interest combined to renew and have the pledged loan made, the loan amount is subject to the amount shown on the Bank's computer.
  - (5) The loan interest of this deposit shall be made with an interest rate markup (In principal, 1.5% is added to the interest of Time Deposit (Savings)) according to the Bank's deposit certificate loan interest of every Time Deposit (Savings). In the event that different interest rates are applied to the same consolidated depositor, when borrowing, the low interest rate is used first; when repayment, those with high interest rate shall be paid first. The method of interest calculation is as follows:
    1. Calculate the latest daily loan amount according to the trade record of the loan period, and the interest is calculated in the unit of dollars.
    2. Calculate the loan interest day by day (including the holidays), for which the lowest rate is applicable first. As soon as the loan amount of Time Deposit (Savings) is used up, the next higher interest rate shall be calculated until all of the loan amount is completed.
    3. The interest is calculated at the end of the month. In case of a holiday, it is calculated prior to the proceeding services day. The unsettled interest of the current month will be moved to the next month.
  - (6) The loan interest is calculated based on the above paragraphs and is debited from the Trustor's demand/savings sub-account. If there is no available credit limit to pay the amount payable, the Trustor shall settle interest payments in cash on the interest payment date.
  - (7) The loan quota of this deposit shall be up to 90% of the Applicant's pledged time deposits placed under this account. However, the Bank can consider to reduce the loan amount or stop the loan if necessary. In case the loan amount is over the loan quota, Applicant must repay it in cash immediately. If the

payment has not been made within two months after notification by the Bank, the Bank shall terminate the Time (Savings) Deposit to pay back the Trustor and interest of the loan.

- (8) When Applicant terminates this deposit agreement (or closes the account), the Trustor and interest of the loan shall be settled in advance.
- (9) In case of one of the following situations, Applicant will be deprived of defense of limitation, and the Bank can terminate this agreement. This deposit will be treated as mature and Applicant shall repay the balance of the loan immediately, or agree to have the Bank execute the pledge by law or to claim offset without any objections.
  1. According to the Bankruptcy Law, Applicant may petition for settlement, application for declaration of bankruptcy, petition for restructuring, services cessation, liquidation of debts, mandatory execution, provisional seizure, provisional disposition or other circumstances that are sufficient to prove his/her bad credit.
  2. Any debts owed to the Bank is due and not fulfilled.
- (10) If any lawsuit arises from this agreed subject matter, Applicant and the Bank agree on the local court where the head office of the Bank is located or where the branch office with related services is located as the court of first instance. However, if the law has special provision of exclusive jurisdiction, its provision shall govern.
- (11) Other issues uncovered herein shall be handled in accordance with related financial laws, financial practice and the Bank's "TWD Demand Deposit", "Application and Change of Time and Savings Deposit" and related regulations.

### Chapter III. Checking Deposit

1. Definition of terms: The terms used in the terms and condition are defined as follows:
  - (1) "To bounce a note": The term refers to the refusal of a financial institution to pay for a prompted instrument by filling out a return reason form and returning it, together with the instrument, to the Drawee.
  - (2) "Redemption" refers to the redemption of notes returned for reasons such as insufficient deposits, discrepancies in the signature of the issuer, unauthorized designation of a financial institution as the payer of the cashier check, or revocation of the payment mandate before the expiration of the cashier check reminder period, as well as the list of reasons for the return of the notes, by the check Depositor by paying off the note and other methods of extinguishing the debt of the check.
  - (3) "Lodgment": After the refund of insufficient deposits, the check Depositor deposits the check amount to the financial institution that processed the refund and applies for a provision in the "other payables" account.
  - (4) "Full payment upon re-presentation": The term refers to the full payment upon re-presentation of bouncing a note in a checking deposit account or other payable account after giving the notice.
  - (5) "Recordation": The term refers to a check Depositor's record of bounced checks, redemptions, or other facts related to the creditworthiness of his or her instruments, which are noted by the Taiwan Clearing House for inquiry.
  - (6) "Termination of appointment as a paying agent": The term "financial institution" refers to the termination of appointment as a paying agent for the cashier check issued by the check Depositor.
  - (7) "Foreclose": Refusal by a financial institution to deal with check Depositors with significantly poor credit history.
2. Account Opening Review and Account Opening Data Change
  - (1) When the Depositor opens a check deposit account, in addition to filling out the account opening agreement, he/she should submit the relevant services license, registration certificate, or documents approved by the competent authority for record and identity card to the Bank for verification, and should fill out the signature and chop print and receipt of bills for delivery to the Bank. In addition, he/she should pay the **bill credit inquiry fee** first, and after the Bank inquires the bill credit status of the Depositor from the bill exchange and approves, a blank bill is issued. If there is any change of Depositor's information on the signature and chop print, the Depositor should inform the Bank immediately; if you want to change the specimen chop, the Depositor should re-fill the signature and chop print.
  - (2) When opening an account, the Depositor shall comply with the provisions regarding "Name Act" and open the account under his or her own name, or under the registered name of the entity or other organizations.
  - (3) **The Bank should be notified immediately of any change in the address of the Depositor. The Bank shall be deemed to have delivered the relevant documents (notices, letters, etc.) to the Depositor after they have been sent to the Depositor's last notified address and have passed the usual postal period.**
  - (4) **If a Depositor is a legal entity and its name or person in charge has changed and the change has not been made in accordance with paragraph 1, the Bank may terminate the checking deposit transaction agreement and notify the Depositor to settle the account if the Bank discovers the change and notifies the Depositor of the change after one month of the notification.**
  - (5) The account name of the Depositor shall not be changed. If the account name is changed, a new account shall be opened under a separate contract in accordance with the closing procedures, except for the Depositor's name change or the change of registered name. If a bank or organization does not have a legal personality, the account should be opened in the name of the person in charge. If the person in charge changes afterwards, the Bank should be notified immediately and the deposit account should be closed.
  - (6) The visually challenged person may open an account and issue a check in one of the following ways:
    - a. Appoint another agent to apply, that is, with a letter of authorization, and following notarization procedures, and with a valid specimen chop, and add the printed words, "a certain person (i.e., visually challenged persons) agent", where the issuance of bills or relevant documents, must be in accordance with the use of the aforementioned specimen chop.
    - b. The visually challenged person shall notarize the opening of the account in accordance with the provisions of the Notary Act, and may keep the specimen chop of the visually challenged person separately for issuing checks, and shall notarize subsequent changes of the specimen chop and other operations in accordance with the provisions of the Notary Act.If you choose to apply in the manner described in the second paragraph of the preceding section, you should keep the blank instrument and the original specimen chop in a safe place to avoid the risk of fraudulent issuance of the instrument by a third party.
3. Deposit of Money
  - (1) The minimum amount of initial deposit is NT\$10,000 after the account is opened, and the subsequent deposits are not subject to any limit.
  - (2) In addition to cash, all bills approved by the Bank can be deposited; the Bank will stamp the receipt and receipt on the deposit slip and it will be signed by the teller before the deposit is completed.
  - (3) **Please do not write a check based on the expected amount to be received in advance, in case the expected amount is not received and the check is returned due to insufficient deposit. In the event of to bounce a note or disputes, the Bank may deduct the amount of the check from the account, regardless of whether it is deposited by the Depositor or by a third party, and the Bank shall not be responsible for such to bounce a note unless it has been entrusted with the procedure of preserving the rights of the check in advance.**
  - (4) If the inward remittance is mistakenly credited to the Depositor's account or overpaid due to the incorrect writing or typing of the account number, account name, amount, operation error or computer equipment malfunction by the Bank, your joint bank or other banks, the Bank shall immediately recover and correct the amount once it is discovered.
4. Withdrawal and Payment
  - (1) The Depositor should write a check issued by the Bank and the check should be stamped with the original specimen chop on the signature and chop print, or use the automatic equipment to entrust payment for withdrawal at any time. In accordance with the Bank's regulations, if the Bank offers to withdraw funds from this account by automated equipment or other means, the Depositor may be exempted from writing checks and agreeing to withdraw funds by such means if the Bank or the Depositor enters into a separate contract with the Bank, and the Depositor is willing to comply with the relevant provisions of the contract.
  - (2) If a Depositor issues or accepts an instrument with the Bank as the payer, he/she should first enter into an agreement to appoint the Bank as the payer; otherwise, the Bank will return the instrument for the reason that it has not been appointed as the payer.
  - (3) When a Depositor writes a check to withdraw funds, the face amount of the check should not exceed the balance of the Bank.

- (4) **The Depositor should maintain sufficient deposits in the account for encashment and the Bank has no obligation to notify the Depositor if the deposits are insufficient.** The depositor shall post the maturity date of the instrument for his own reference and deposit the amount in advance for payment. If the balance in the depositor's checking account is not sufficient to cover the payment of the instrument when prompted for payment, **the Bank may notify (but is not obliged to) the Depositor to make up the amount if the balance in the Depositor's checking account is not sufficient to cover the payment when the instrument is prompted for payment.**
  - (5) **The Bank shall pay check certificates in order of payment regardless of the date of issue, and if more than one check is presented at the same time, the Bank shall arrange the order of payment.**
  - (6) The Bank may refuse to pay any check issued by the Depositor if the Bank considers that the check is not in compliance with the regulations, and the Bank shall return the check to the drawee together with the returned reason slip.
  - (7) If a check issued by a Depositor is presented after the payment reminder period, but within one year after the issuance of the check, and if the drawer has not revoked the payment instructions and there is no other circumstance that prohibits payment, the Bank may still pay the check.
  - (8) If the Bank receives a notice of bankruptcy declaration from a Depositor, the Bank shall not make any payment to the Depositor even though the balance of the deposit is sufficient to cover the amount of the check.
  - (9) If a third party forges or falsifies a check by forging or altering the specimen chop kept by the Depositor with the Bank's specimen chop, or falsifies or alters the check of the Depositor, the Bank shall not be liable for damages if the Bank is unable to identify the check despite having exercised its duty of care as a good administrator. If a third party uses the Depositor's specimen chop to forge instruments without authorization, and the Bank makes payment with the retained specimen chop, the Bank shall not be liable for damages unless there is intent or negligence.
5. **Lost and Stop Payment**  
 In the event that a check, blank check or specimen chop drawn by a Depositor is lost, destroyed or stolen by fraud, the Depositor should immediately apply to the Bank for stop payment in accordance with the **"Regulations for Handling Lost and Stop Payment"** issued by the Ministry of Finance and the Bank's regulations for stop payment of lost deposit slips, passbooks and stamps. The Bank shall not be responsible for any fraudulent claims made before the Bank accepts a written request for stop payment.
6. **Promissory note**  
 If the Depositor issues a promissory note issued by the Bank stating that the Bank is the payer, the Bank will make the payment on behalf of the Depositor from the checking deposit account in the Depositor's name. If the executioner of the promissory note in the preceding paragraph has exceeded the deadline for payment, but the promissory note is still within three years from the date of maturity (for cashier check payable on sight, from the date of issuance), and the Depositor has not revoked the payment instructions, and there is no other circumstance that prohibits payment, the Bank may still make payment.  
**If a promissory note issued by a Depositor is returned due to insufficient funds in the account or a discrepancy in the signature of the issuer, to bounce a note record will be combined with the to bounce a note record of the check.**
7. **Handling fee**  
 If a Depositor issues a check and the check is returned due to **insufficient deposit**, the Bank may charge the Depositor a handling fee (to bounce a note default fee), which may be deducted from the Bank's account without the Depositor writing a replacement check.  
 The aforementioned handling fee shall not exceed 150% of the handling fee charged by the Taiwan Clearing House to the Bank.
8. **Recordation**  
**Within three years from the date of return of the check issued by the Depositor or the promissory note with the Bank as the payer, if the Depositor has redeemed the check, withdrawn it for payment, re-drawn it for payment, or any other circumstances involving the credit of the instrument, he/she may apply to the Bank for a transfer of the Taiwan Clearing House to be registered in accordance with the "Note on Creditworthiness of Check Depositors".**
9. **Limit or stop issuing blank check, promissory note**  
 In case of any circumstances occurring to the Depositor as follows, the Bank may limit issuing a blank check and a blank promissory note:  
 (1) Depositor already had a check return in the past due to insufficient deposit in the account or usually proceeds with repayment and redemption, escrow for prepared payment or redraw money to pay off after check is returned.  
 (2) Depositor who uses a check for abnormal purposes.  
 The Bank shall inform the reasons for such a limit as above; if Depositor deems it unreasonable, he/she may raise a complaint to the Bank.  
 Whenever Depositor's deposit account that was opened in the Bank is seized, the Bank may stop issuing a blank check and a blank promissory note; however, except for the case that the seized amount is escrowed by the Bank for preparatory payment.
10. **Terminating commission of a paying agent**  
**In the case wherein the number of checks which are yet be completed with remark of repayment & redemption, escrow for preparatory payment or redraw to pay off after being returned by the holder followed by cancellation of commission for payment prior to the deadline given in the notice due to issuance of a promissory note with the Bank as the paying agent among check deposit accounts which Depositor has opened throughout banking institutes reach 3 in a year, the Bank may terminate the commission of Depositor as a paying agent for 3 years since the day of reporting to the Taiwan Clearing House.**  
**In the above situation, whenever the Bank terminates the commission by Depositor as a payment agent, Depositor should return the rest of blank cashier checks within one month upon notice given by the Bank.**
11. **Foreclose**  
**In the case that the number of depositor's check deposit accounts that were opened throughout banking institutes had a return due to one of the following reasons and yet been noted with repayment & redemption, escrow for preparatory payment or redraw to pay off, reach 3 in a year or the crime of using checks is judged as true, the Bank may blacklist your account as dishonored for three (3) years from the day notice was given to the Taiwan Clearing House:**  
 (1) **Insufficient deposit.**  
 (2) **Mismatch of the signature given by check issuer.**  
 (3) **Appointed a banking institute as the secured payer of a promissory note without approval.**  
**The preceding records of return are counted respectively without congregation.**
12. **Contracted process of determining transaction via checking account**  
 (1) Depositor with a dishonored or terminated account with transaction via checking account due to other circumstances, Depositor shall clear the account and return the rest of the empty checks and promissory notes within one (1) month from notice given by the Bank.  
 (2) Unless otherwise specified by law or this Agreement, the Bank and Depositor shall terminate this Agreement, clear the account at any time, and put it into effect once the termination notice is served. Upon termination, Depositor shall return the rest of the empty checks (promissory note) to the Bank immediately.  
 (3) The balance in this deposit account may not be zero, otherwise, the Bank shall terminate the agreement of deposit transaction that was entered with Depositor without notice given, and clear the account; however, except for otherwise entered between the Bank and Depositor.
13. **Restore temporary transaction temporarily due to organization**  
 Depositor that is an entity shall apply for transferring to the Taiwan Clearing House to be noted as reorganization prior to expiration of dishonored period and upon being approved for organization by the court; the Bank shall restore transaction temporarily on the account with note as reorganization.  
**The preceding entity that had recurred with return due to insufficient deposit during the period spanning from the day of restoring transaction temporarily to the expiration of original dishonored period shall enable the Bank to dishonor its account for three (3) years from the day of reporting to the Taiwan Clearing House.**
14. **Request to restore transaction**  
 Depositor who experienced one of the following events after being dishonored may restore transaction and reopen account with the approval of the Bank:  
 (1) Expiration of dishonored period.

(2) In constitution of dishonored account and subsequent return of check with notes of repayment & redemption, escrow for preparatory payment or redraw to pay off.

15. Certified check

In the case wherein the depositor or check holder who applies for a certified check on the expiry day of issuance, the Bank shall note "certified check" and the date on the check (not obligated to) and the Bank's authorized staff affixes signature onto it to prove it the same and deducts the issued amount from the Depositor's checking account, thereby transferring it into the Bank's certified check specified account.

16. Data collection for processing and for research

(1) **Depositor agrees to have the Bank collect records of return and dishonored accounts for data processing center on the basis of the Taiwan Clearing House, and agrees to provide others with such data as Depositor's records of return, cancelled commissioning on payment records and dishonored accounts, as well as other related credit of check for consultation. Depositor also agrees Joint Credit Information Center and National Credit Card Center of R.O.C to collect, process and make use of Depositor's profile and check credit record and provide to the Banking institute members of this center for consultation.**

(2) Depositor agrees to have the Bank provide Depositor's profile to the Joint Credit Information Center, Check Exchange Office, Financial Information Service Co., Ltd. or surviving corporate after merger & acquisition with the Bank for collection, processing and use within the scope permitted by law or competent authority; depositor also agrees to have the Bank provide his/her profile to a third party under the condition of meeting legal requirements, regulations or rules formulated by competent authorities.

(3) Depositor understands and agrees to have the Bank commission an appropriate third party to proceed with deposit-related services, computer processed services or other affiliated services related with this Agreement (including, but not limited to, data entry, processing, inputting on info system and development, monitoring and maintenance of info system, as well as back office operations involved with data processing, marketing, form printing, packing & specimen chopping, mailing and delivery, data storing of forms and certificates, customer service across electronic channels, check issuance operation on behalf of customers) pursuant to regulation prescribed by a competent authority in case that the Bank deems it necessary.

(4) **Without approval of the Depositor or pursuant to other laws and regulations, the Bank may not provide the Depositor's profile for use by a third party other than the above-mentioned institutes.**

17. Prohibition

**Money may not lend check and account and other data for others' use, may it be for illegal or improper purposes including but not limited to money laundering, fraud or infringing the credibility of the Bank with tricks. In case of any improper use or suspicious criminal account being determined by the Bank or as notified by the police department, prosecutors office and investigation authorities, the Bank shall terminate features including but not limited to withdrawal of this account, bankcard, arranged automatic deduction for payment, phone voice, Online banking, payment, search and transfer via mobile banking or other electronic equipment, or clearance without notice, and retrieve check and bankcard for cancellation and the balance of account is retained by the Bank for pickup by law.**

18. Seizure and setoff of deposit

(1) Depositor agrees and understands that in case that the deposit of this account is claimed by a third party with the court or enforced by other legal enforcement authorities, or seized by the court, prosecutors' office or competent authorities by law, the Bank shall proceed with seizure pursuant to the order without notice given to Depositor.

(2) During the period wherein the depositor and the Bank have transactions, in case that a debt toward the Bank (not limited to ones under this account) occurs with overdue repayment or breach of contract, or is sued by the Bank due to other reasons and/or acts with the same effect, or in provisional seizure, provisional disposition, enforcement, suspension of operation or other legal disposition or with declared bankruptcy, reorganization, the Bank shall claim all debts of Depositor due and Depositor loses limited all benefits therein; the Bank shall claim to write off due payable to Depositor's deposit or for necessary disposition, along with other security for exercise (if any).

Upon the Bank writing it off pursuant to the preceding terms and conditions, Depositor may not claim or make any request on the deposit within the write-off scope against the Bank.

19. Amendments to Terms and Conditions

Unless otherwise specified by both parties, Depositor agrees to have the Bank make amendments on the content, terms and conditions herein if deemed necessary or for a response to legal revision, or letter interpretation by the Central Bank, the Ministry of Finance, other competent authorities or Bank Association at any time; however, such content shall be disclosed in public by the Bank at every services site, website and other places or sent via a notice and Depositor agrees to be bound by it since the publication day of the new contract. If Depositor disagrees with any amendment by the Bank, Depositor shall terminate transactional relationship between this account and the Bank, as well as these terms and condition.

20. Miscellaneous

(1) **Depositor shall cross check the Statement mailed by the Bank or transaction details delivered by other means (such as email). In case of discrepancy, Depositor shall check with the Bank within 10 days of being served and Depositor reserves the right to request the Bank to present paid check; failure of the same beyond such deadline shall be subject to the Statement of the Bank.**

(2) In case of any change made on the Depositor's profile, it shall be made in writing to the Bank. Besides, the notice that the Bank gives to Depositor shall be deemed as served as long as it was mailed to the last updated address by Depositor after normal mailing period elapsed. However, whenever it is delivered by fax or electronic message/ email, it is in effect on the same day it was faxed or sent to the designated email address (i.e., delivery day).

(3) Depositor agrees that copies, photos, microfilms or data stored in computer for related transactional certificate retained by the Bank has the same legal effect as original certificate, which can prove all transactions of Depositor.

(4) **Depositor agrees on the costs generated for diversified trades or services by this account as follows: (1) Change of specimen chop: NT\$100.00 (same unit below) for each case; (2) Penalty of Return due to insufficient deposit: NT\$225.00 each check; (3) Note of Return: NT\$150.00 each check; (4) Suspension of payment and registration for loss of check: NT\$200.00 each check; (5) Received blank check for deposit which accrued more than NT\$100,000.00: NT\$5.00 each check; (6) Received blank check for deposit which accrued less than NT\$100,000: NT\$20.00 each check; (7) Received blank check for return and makeup noted more than two (included) times: NT\$50.00 each check; (8) Applied for promissory note after the check deposit account becomes a dishonored account: NT\$300.00 each check; (9) Cancel payment order: NT\$300.00 each; (10) Issued check of the Bank: NT\$100.00 each; (11) Issued check from Taiwan Bank: NT\$300.00 each; (12) Check collection: NT\$5.00 each; (13) Deposit and check collection ticket drawing: NT\$50.00 each; (14) Instruction for check transfer: NT\$5.00 each; (15) Certificate of Deposit Balance: NT\$50.00 each set; (16) Accountant Confirmation: NT\$300.00 each; (17) Applying for copy of check from Deposit/Loan peer industry: NT\$100.00 each; (18) Looking up of certificate, forms (report) etc. more than one year ago or has been warehoused for custody: NT\$200.00 each; (19) Print Statement of more than one year ago: NT\$100.00 per household; (20) Query for Class 1 check credibility: NT\$150.00 per household; (21) Query for Class 2 check credibility: NT\$250.00 per household; (22) Charges of seizure enforcement: NT\$200 each case and agrees to have the Bank post its content representing notice in the services site or website.**

For the above fees, Depositor agrees to have the Bank deduct it from the Depositor's account. In case of any adjustments, it should be disclosed clearly in the services site and the website of the Bank. Depositor agrees to apply the terms and condition herein after amendments are made and changed services or fee standard and shall be bound by it. The Bank shall make the above change or adjustment on the fees in public at least 60 days prior to the effective day, but, except for ones benefiting Depositor.

(5) In the event that the check that the Depositor authorizes the Bank to collect was stolen, lost or destroyed, Depositor agrees to have the Bank or Payer Agent (with authorization) to proceed with registration of payment suspension and claim for matters including, but not limited to, complete the loss reporting, public notice, and obtain an invalidating judgment.



- (6) If Depositor is involved with a lawsuit against the Bank due to transactions via this account or contract, terms and condition, the district court within the jurisdiction of the place where the headquarters of the Bank or its affiliated institute which had services with Depositors is located is agreed to be the court for first instance, but except for those in the regulation which specifies exclusive jurisdiction.
- (7) In case of running out of check, Depositor needs to fill out and submit check receiving certificate supplied in the checkbook to the branch where this deposit account was opened to receive new checkbook and shall count if the ref. No. throughout the checkbook is in serial arrangement on the spot, and if the number of checks is enough.
- (8) In case that Depositor's issued check is returned due to insufficient deposit or signature discrepancy, it requires to be noted as repayment in the following ways:
  1. Depositor carries the check with status of insufficient deposit or signature discrepancy and Statement of Reasons for the Return with him to apply for noting it as approval check transfer by the Taiwan Clearing House at the branch where the account was opened.
  2. Depositor applies for listing the face amount on the check with status of insufficient deposit as "other payable" for further payment and for noting it as approval check transfer by the Taiwan Clearing House at the branch where the account was opened.
  3. After the check that was returned due to insufficient deposit or signature discrepancy and was suggested to pay the issued amount off by check holder, Depositor still needs to apply for noting it as approval check transfer by the Taiwan Clearing House at the branch where the account was opened.

**Depositor who failed to do the same as above might affect personal credibility, hence, please proceed with it carefully.**

21. Supplement to uncovered subject matters  
Any terms and condition uncovered herein shall be subject to related laws, orders, the rule of the Taiwan Clearing House, customs of banking peer industry and relevant regulations prescribed by the Bank.
22. **This deposit has been maintained in deposit insurance. This deposit, including interest and the principle, and Depositor's deposit principle and interest at the branch of the Bank are protected in the maximum coverage prescribed by the Central Deposit Insurance Co., Ltd.**
23. **For any disputes arising out of this deposit, Depositor shall raise a complaint with the Bank via the following ways:**
  1. **Phone: 0800-085-134.**
  2. **Fax: (02)5555-9168.**
  3. **E-MAIL: [s0800085134@sunnybank.com.tw](mailto:s0800085134@sunnybank.com.tw).**

#### ◆ Overdraft Protection service

1. **Overdraft Protection service** (hereinafter referred to as the Service): while there are insufficient funds in the depositor's checking account to pay the presented amount of the check, the depositor shall authorize the Bank to transfer full (or deficit) amount of funds from the Applicant's agreed demand (savings) deposit account for check payment without further notice to the depositor.
2. After the Service is confirmed and takes effect, the Applicant shall sign on the back of the check specified by the Bank and the original authorized specimen chop of the agreed check savings account is regarded as instruction of the transfer. The Applicant understands and agrees that for every check, it may or may not make the transfer instruction, but the instructions shall not be changed, and shall be irrevocable.
3. The check on this agreement includes checks and Promissory notes. The amount of Demand deposit account is the balance of Demand Deposit, Demand Savings Deposit, and Comprehensive deposits, etc., including all the available loan limits on the account.
4. Any of the following cases are ineffective instructions, and the Bank is not required to perform the transfer:
  - (1) The Applicant has not yet applied for the Service or the Bank has not completed the procedures or the Service is not accepted or confirmed by the Bank.
  - (2) The Applicant does not present the transfer with the check specified by the Bank.
  - (3) The Applicant does not stamp on the back of the check, or the specimen chop does not match the original authorized specimen chop of the checking account in the Bank.
  - (4) The Applicant changes the presented transfer at will or the transfer is altered by others.
  - (5) The transfer instructions are altered or changed so that it is unrecognizable, and the Bank cannot contact the Applicant or confirm the transfer when it is presented.
  - (6) The balance of the agreed Demand Deposit (including all the available line of credit) is insufficient to pay the transfer amount.
  - (7) The check presented shall be bounced for the reason other than insufficient funds, or the related accounts or the presented check are conducted mandatory execution, provisional seizure, provisional disposition or any compulsory disposition by law, or due to the Bank's judgement at good will.
  - (8) The check is presented after the Applicant applies for cancellation (termination) of the Service, which is completed and the Bank has finished the internal operation procedures.
5. The Applicant understands and agrees that the order of these transfers to pay the presented checks is as follows:
  - (1) If the balance of checking account is sufficient to pay the check, pay from the checking account.
  - (2) If the balance of checking account is insufficient to pay the check, the Bank shall transfer full (or deficit) amount of funds from the agreed Demand (Savings) Deposit account to deposit in the checking account ready for check payment. If the balance of the agreed Demand (Savings) Deposit account is insufficient to pay the check, the Bank shall handle as follows:
    1. In situations where there is pledged loan (overdraft) limits placed on the Demand Deposit, the Bank shall use it to pay the amount on the check and the loan interest (overdraft) and the Applicant has no objections.
    2. In situations where there are no pledged loan (overdraft) limits placed on the Demand Deposit, the Bank shall perform the withdrawal in accordance with the general check deposit terms. When there are several authorized checks presented and the balance placed in the Demand Deposit is insufficient to transfer all of them, the Bank shall choose which check for transfer or no transfer is made. Any disputes arising from this shall have nothing to do with the Bank.
6. In situations where the Applicant authorizes the Bank to withhold the utility Fees, taxes, credit card, fund shares subscription, loan principal and interest, liquidated damages, fines, insurance premiums, securities settlement payment, Non-Discretionary Money Trust Investments and other fees from the agreed Demand Deposit account, the Bank has the right to arrange the order to collect the above fees from the Demand Deposit on the agreed date. The Applicant shall take full responsibility if the check is returned due to insufficient check deposit.
7. The Authorized transfer transaction history is clearly listed in the agreed Demand Deposit account. The Applicant shall make the passbook update as soon as possible or get the transaction statements through the Bank and check the transaction records. In case of any objections, the Applicant shall take initiatives to investigate any discrepancies within 5 days of the authorized transfer record date. Otherwise, it is considered as the Applicant having agreed with the Bank's records.
8. For the sum of the authorized transfer one by one on the same services day, the Applicant agrees that the Bank may calculate the sum of the transfer amount as a whole or one by one.
9. The Applicant understands and agrees:
  - (1) The Service does not take effect until the Applicant applies to the Bank. The above check deposit and demand deposit accounts shall be opened in the same services unit of the Bank. The Bank has the right to decide whether to accept the opening without telling the reason for rejection, if ever.
  - (2) From the date of the Service, the applicant will pay the transfer service charges and the related fees arising from the failed debit in accordance with the standard charge posted in the services premises or the Bank's websites. In addition, the Applicant shall authorize the Bank to pay the above fees directly from this check deposit and agreed demand deposit accounts. The charge standard is subject to the Bank, which shall be posted in the services premises or the Bank's websites instead of a notice.
  - (3) The Applicant shall take all the risks and loss arising from this Service (including but not limited to the loss because the transfer instruction is altered by a

third party, resulting in the failed transfer) and agrees to ratify and fulfill any actions taken by the Bank due to the Service. The Applicant also agrees to make up for any loss resulting from any measures taken by the Bank.

- (4) The Applicant agrees that in situations where there is a change of original authorized specimen chop of check deposit and demand deposit accounts, it will not affect the Service of authorized transfer unless the Service is terminated.
  - (5) In case that the Applicant applies for a change of the original authorized specimen chop on check deposit account and there are still checks with the old Authorized specimen chop in circulation, the Applicant shall fill in the notice of "the checklist with the old authorized specimen chop which has reached the issued date but not redeemed or has not reached the issued date" and entrust the Bank to pay the transfer amount with old authorized specimen chop.
  - (6) the Bank shall not be responsible for the related issues arising because the authorized specimen chop is not stamped on the back of the designated space on the check or it is not matched.
  - (7) The Applicant shall notify the Bank for any change of physical address. Notification or letters sent by the Bank, using the last known address provided by the Applicant and after normal period of delivery time, will be regarded legally as received. The Bank shall not be held liable if it is unable to contact the Applicant.
  - (8) The Applicant is required to terminate the Service in writing and the termination will not take effect until the Bank has completed the internal operating procedures. From the effective date, the transfer instruction on the back of the check will be invalid and the Bank will not perform the transfer. The Applicant shall be solely responsible for any disputes arising from it.
  - (9) In case any accounts on the agreement are cleared, canceled or suspended for any reason, or are listed as rejected and warned accounts or the Applicant violates the related rules of the Service; the Bank shall terminate the Service without further notice.
  - (10) Except otherwise regulated by law or except for no further notice based on the 9<sup>th</sup> paragraph, the Bank shall terminate the Service at any time, which will take effect after the notice has been sent to the Applicant or when it is regarded as being sent in accordance with the 7<sup>th</sup> paragraph.
10. In the event that the terms herein are not complete or need revising, the Bank shall publish the updated contents at the services premises or the Bank's websites for at least 20 consecutive services days prior to the effectivity date. The Applicant shall comply with said terms unless he/she issues an objection in writing which can be regarded as applying for terminating the Service.
  11. If any lawsuit arises from the terms herein, the Applicant and the Bank agree on the local court where the head-office of the Bank is located or where the branch office with related services is located as the court of first instance. However, if the law has a special provision for exclusive jurisdiction, its provision shall govern.
  12. The terms herein are the supplement agreement of the Applicant's agreed check deposit and demand deposit accounts. In addition to the agreement provided in the terms herein, the operation of check deposit and demand deposit accounts will be in accordance with relevant financial laws, relevant regulations of the Bank and general financial practice.

#### Chapter IV. Time Deposit

1. The types and contents of deposit accounts opened by depositors shall follow the Agreement of time (savings) deposit application and modification form and time (savings) deposit slip.
2. The deposit contents of the terms and condition are as follows:
  - (1) Time deposits, interest withdrawing time saving deposit: The interest of this deposit can be received once a month. In case the depositor collects the interest overdue, said interest will not be calculated additional interest.
  - (2) Rounded-amount time savings deposit: The Depositor deposits the Trustor at once, and the Trustor with accruing interest will be received upon maturity. If the depositor renews and converts beyond the maturity date, the same regulations as the time savings deposit will apply to this deposit.
  - (3) Time (savings) deposit with designated maturity date: The depositor can check the Bank's various deposits' basic periods and designates the expiry date with more than one-month period as the time deposit period. However, the deposit period of the time deposit may not be shorter than one month. The shortest time savings deposit's deposit period (which doesn't include the installment savings deposit) may not be shorter than one year. The related operational regulations will be the same as the general time (savings) deposit.
  - (4) The overdue time (savings) deposit (exceeding the maturity date) that are renewed or converted into time/fixed saving deposits with tenors of one year or longer any time within two months after maturity may have interests accruing from the maturity date and any uncollected interests may be carried forward with the Trustor. It is the same with time deposits less than one year that are renewed or converted into other deposits any time within one month after the maturity date. For those renewal or conversion of deposit which was made exceeding the period specified in the preceding paragraph, the interest will be calculated from the date of renewal or conversion. As to the interest from the original maturity date to the day before conversion date, it is calculated in accordance with the late withdrawal regulation in item 7 and item 8 of Chapter 3 item 7 and item 8.
  - (5) Time saving deposits exceeding the savings maturity date to renew or convert: into other deposits any time within one month after the maturity date: (1) 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 the Trustor. (2) For time savings deposit that are renewed or converted into other deposits exceeding the above period, the interest is calculated from the renewal date, and the interest accrues from the maturity date to the day before the renewal (conversion) day based on interests on late withdrawal.
  - (6) The renewal of the Trustor and the interest combined is applicable to the Time Deposit and Rounded-Amount Savings.
  - (7) For interest calculation, the depositor can choose and agree to adopt a fixed board interest rate or floating board interest rate, which is unchangeable later.
3. Common terms and conditions:
  - (1) When opening the time (savings) deposit account in accordance with the terms and condition, the Bank will sign certificates as the certificates. When withdrawing the money, the depositor shall stamp the authorized specimen chop on the certificates and submit to the Bank for checking.
  - (2) When the depositor opens the certificate deposit, he/she agrees to follow the Bank's account opening process to keep the authorized specimen chop for the Bank to list the specimen chop numbers. Hereafter, the depositor shall use this authorized specimen chop to handle the certificate deposit-related matters. If the specimen chop isn't matched, the Bank can reject the application. If this deposit account authorized specimen chop is stamped and signed, the Bank deems that the depositor will handle it personally. However, for the necessary items such as loss or change of authorized specimen chop, the depositor shall be required to show the ID card and sign it in person.
  - (3) The interest shall be calculated on a full-month basis (regardless of days of the month) and daily basis is applied for calculating the interest of non-full month portion. The interest is calculated by multiplying the Trustor with the annual interest rate and the number of full months elapsed and divided by 12. For the days that amount to less than a month, the interest is calculated on a daily basis. It is multiplied by the annual rate.
  - (4) Automatic renewal deposits (except for large deposits, financial institution deposits, project time deposits and time (savings) deposits with designated maturity date) can reach a maximum of 99 times, among which the time deposit and rounded-amount time savings deposit may not change the terms agreed upon during the deposit period once choosing renewal of Trustor and interest combined or the renewal of Trustor.
  - (5) The interest that accrues from Time Deposit renewal and conversion of the agreed subject matter is calculated as follows:
    1. For the Time (Savings) Deposit adopting the board floating interest rate, the interest is calculated by the board floating rate on the day of the renewal. However, in case that the board rate on a floating basis is adjusted after the renewal, the interest shall be subjected to the new rate by stages. In case of any adjustment to the board rate, the Bank shall post on the Bank's website and all branches without separate notice.
    2. For the deposits adopting the board rate on a fixed basis, the interest is calculated by the board fixed interest rate of the renewal date. If there is no board fixed rate for the original agreed period on the renewal date, the board floating rate of the same period is adopted. If there is no floating rate for the same period, the interest is calculated by the board floating rate of the latest lower period.
  - (6) Deposit certificates without automatic renewal deposit functions include the certificate that has terminated, the early termination (the interest transfer account has been cleared), the certificate with pledged loan, certificate transfer has exceeded the depositor's agreed times, large deposits, financial institution deposits, project time deposits and time (savings) deposits with designated maturity date, etc.

- (7) If the depositor terminates beyond the maturity date, the amount of interest accruing until 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 a board 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.
- (8) In case the maturity date of all deposits of the agreed subject matter is a holiday, the interest of the date is accrued on the simple basis of the original deposit certificate, and the amount of interest accruing from the first services day after the holiday 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 a board interest rate adjustment has taken place during the period, then the amount of interest shall be calculated using different applicable rates for the actual durations held.
- (9) This deposit may not be withdrawn prior to its maturity, but the certificate can be used for pledged loan or you may notify the Bank to terminate it early. In case the deposit is terminated prior to the scheduled maturity, it shall be settled in a manner in which interests that have accrued shall be calculated on the simple basis that corresponds to the actual duration held.
1. If the actual deposit period is less than a month, no interest will be paid.
  2. If it is over one month but less than 3 months, the interest payable shall be calculated at 80% of the Bank's one-month period of board rate of Time Deposit.
  3. If it is over 3 months but less than 6 months, the interest payable shall be calculated at 80% of the Bank's three-month period of board rate of Time Deposit.
  4. If it is over 6 months but less than 9 months, the interest payable shall be calculated at 80% of the Bank's six-month period of board rate of Time Deposit.
  5. If it is over 9 months but less than a year, the interest payable shall be calculated at 80% of the Bank's nine-month period of board rate of Time Deposit.
  6. If it is over one year but less than 2 years, the interest payable shall be calculated at 80% of the Bank's one-year period of board rate of Time Deposit.
  7. If it is over 2 years, the interest payable shall be calculated at 80% of the Bank's 2-year period of board rate of Time Deposit.
- For the board rate of the above paragraphs, the board rate of the deposit date shall govern. For those deposits adopting the board's floating rate, if a board's interest rate adjustment has taken place during the period, then the amount of interest shall be calculated using different applicable rates for the actual durations held.
- For early termination, if the depositor has withdrawn the interest more than the Bank should have paid based on the original certificate, the Bank shall directly deduct the amount of the interest from the returned Trustor of the deposits.**
- (10) In case the depositor chooses the Trustor and the interest combined to renew and have the pledged loan made, the loan amount is subject to the amount shown on the Bank's computer.
- (11) When the depositor collects this deposit, the certificate of deposit and original authorized specimen chop should be presented for verification and payment. The depositor should keep the deposit certificate and original authorized specimen chop separately. In case of any theft, destruction or loss of possession of above, make a report of loss and suspension of payment in writing immediately to the original account opening unit, or make the loss report by phone or through online banking service. The loss reporting becomes effective when the procedure is completed. In the event that the deposit is withdrawn when the loss of report and suspension of payment has not yet taken effect, the depositor will still be responsible for the transaction initiated if the Bank has exercised the duty of due care as a prudent manager.
- (12) The Notification or letters the Bank sent to the depositor, using the address of fax numbers which are specified on the account or the last known address provided by the Depositors and after normal period of delivery time, will be regarded legally as received.
- (13) Depositor agrees and understands that when the deposit is appealed to mandatory execution or provisional seizure by a 3rd party to the court or statutory executive agency, according to law by court, prosecutors' office or competent authority, the Bank shall execute seizure according to the execution decree. The depositor also agrees to have the Bank take it as an early termination case.
- (14) During services transactions between the depositor and the Bank, in the event that any of the Depositor's debt obligation (not limited to this deposit) to the Bank matures but is unpaid or in the event of default, or for other reasons for which the Bank files a lawsuit or other litigation with the same legal effect, or in the event that the depositor is subject to provisional seizure, provisional disposition, mandatory execution, services cessation or other legal disposition or is subject to application for declaration of bankruptcy, petition for restructuring, for those depositor's debt obligation owed to the Bank, the Bank shall have the right to terminate this agreement and the Depositor will be deprived of defense of limitation. And the Bank has the right to dispose deposit held under the depositor's account and use them to set off the depositor's obligation owed to the Bank or make necessary disposition. If there are other guarantees, they may also be exercised. The depositors may not claim or request from the Bank the deposits which were offset by the Bank.
- (15) After opening this deposit, the depositor agrees to the following costs arising from the services transaction or service rendered: (1) Reissuance (replacement) of deposit certificate: NT\$100.00 per piece (the same below); (2) Change of authorized specimen chop: 100.00 per piece; (3) Certificate of deposit balance: 50.00 per piece; (4) Accountant's confirmation letter: 300.00 per piece; (5) Document retrieval of certificate, application form or report, etc. which has been kept in storage room for over 1 year: 200.00 per piece ; (6) Printing of bank statement which is over one year: 100.00 per family (7) Charge for executing seizure: 200.00 per piece; (8) Pledge setting: 100.00 per piece. The depositor agrees that the Bank can deduct the above-mentioned fees from the Depositor's account directly; any adjustment of above-mentioned fees shall be published at the services premises or the Bank's website.
- (16) If there are unaddressed matters and revisions are necessary to the terms and condition, the Bank shall publish such in a conspicuous place in the services premises or the Bank website, or make a new agreement or amendment.
- (17) The depositor agrees that the Bank, the Taiwan Clearing House, the Joint Credit Information Center, the Financial Information Service Co., Ltd. or the surviving companies which were merged by the Bank and other institutions assigned by the competent authorities or has services contracts with the Bank (hereinafter referred to the above-mentioned institutes) can collect, process, internationally transmit and use the Applicant's personal data to meet the needs set in the scope of their service registration items or articles. Besides, the above-mentioned institutes shall also provide the relevant information collected by them to the Bank. The Depositor also agrees that the Bank can make the Depositor's information accessible to a third party within the extent permissible by law and the relevant authority.
- (18) The depositor understands and agrees that the Bank can entrust by law a suitable 3rd party to handle deposit-related services, computer processing services, or other ancillary services related to this agreement (including but not limited to information system data registration, processing and entry, information system development, monitoring and maintenance, and services handling involving logistic operation of information processing, marketing, sheet printing, packaging, delivery and mailing and transportation operation, data storage operation such as sheet and certificate, electronic channel customer service services, valet billing related operation, etc.) if the Bank considers it necessary.
- (19) If any lawsuit arises from this agreed subject matter, the Depositor and the Bank agree on the local court where the head-office of the Bank is located or where the branch office having related services transaction with Depositor as the court of first instance. However, if the law has a special provision for exclusive jurisdiction, its provision shall govern.
- (20) Other issues not specified shall be handled in accordance with relevant financial laws, general financial practice and relevant regulations of the Bank.
- (21) The Depositor is held fully liable for the damage to a 3rd party and the Bank if he/she violates terms and condition or provides false information when applying.
- (22) Installment savings deposit:
1. The depositor shall deposit a fixed amount regularly. If the deposit is overdue, its interest will be calculated from the date of deposit. However, if the Bank cannot debit from the depositor's bank account for 3 days continuously, it will be deemed as no deposit in that month; if the depositor makes a deposit in advance, the interest will be calculated from the date as agreed.
  2. The depositor may stop depositing during the contract period, and can still deposit a fixed amount continuously before the expiration of the contract. Whether the deposit is suspended or not, when the contract expires, the Trustor and interest will be calculated based on actual deposit period on the compound interest basis and as per original interest rate applicable.

3. When the deposit rate changes during the deposit period, the interest that accrues for the remaining period will be calculated as per the Bank's adjusted new interest rate on the compound interest basis.
- (23) The depositor agrees to pay related fees according to Chapter 12 "Schedule for various services fees". The depositor agrees that the Bank can amend the terms and condition or revise the related service contents of this deposit, or adjust the above-mentioned fee schedule according to the services requirement, and publish it in a conspicuous place at the Bank's services premises or Website instead of notification. The depositor agrees to comply with and be subjected to the revised terms and condition and service contents and adjusted fee schedule. The announcement of the above-mentioned change or adjustment of fee should be made at least 60 days before the effectivity date, but those in favor of the depositor are not subject to this limit.
- (24) The deposit has been subject to the deposit insurance coverage in accordance with the law. Every depositor's Trustors and interests in the Bank's domestic branches are subject to the maximum coverage regulated by the Central Deposit Insurance Corporation.
- (25) For any dispute arising from this deposit, the depositor can appeal to the Bank by:
  1. Telephone: 0800-085-134.
  2. Fax: (02) 5555-9168.
  3. E-mail: s0800085134@sunnybank.com.tw.

## Chapter V. Deposit-related services

### 1. Use of Bankcard

- (1) **Unless otherwise agreed, the card applied by the depositor from the Bank shall have features of deposit, withdrawal, transfer, tax payment (payment), change password, balance check, and other general functions. If you need additional functions, you should request it in another agreement with the Bank and apply separately.**

The Depositor has to receive the Bankcard, password letter, and activate the login procedure that is processed only by the Depositor who needs to bring his/her own ID or provide an authorized signature/specimen chop to the Bank in person or according to the method agreed by the Bank and Depositor. The Depositor who has not received it for two more months from the application date, the Bank will invalidate the Bankcard and password. For the Depositor who adopts a pre-made Bankcard (including password), can receive a Bankcard and Password after completing the process of account opening and filling out this agreement, and permitting to activate the login procedure.

- (2) Upon receipt of the Card and activating the procedure, the Depositor should immediately change the password on the letter provided (Magnetic Strip PIN is 4 digits and Chip PIN is 6-12 digits) through the ATM machine of the Bank so that you can perform any kind of transaction by Bankcard. Afterwards, if the Depositor wants to change the password, the Depositor has to change the password by himself/herself through the ATM machine or other device and the number of times is unlimited. If the Depositor did not change the PIN by following the previous method, but change the PIN through the ATM machine of a third-party Bank, the PIN can be changed successfully, however, the card could not be used for transactions besides changing the Chip PIN. The Depositor shall use the card to conduct any kind of transaction after changing the Chip PIN again through the ATM machine of the Bank in accordance with the preceding provisions.
- (3) When the Depositor uses the Bankcard to deposit cash into an account other than his/her own through the ATM machine of the Bank, the transfer limit of the non-designated amount shall be applied; there is no transfer limit for depositing into one's own account.
- (4) **Whenever the Depositor withdraws from the ATM machine using the Bankcard, the maximum limit is capped at NTD 30,000.00 (same as below NTD 30,000.00) in the ATM machine of the Bank; the maximum limit in interbank ATMs is capped at NTD 20,000.00; the maximum limit is capped at NTD 120,000.00 per day.**

**Transfer from the designated account, the maximum limit is capped at NTD 2 million per transaction; the maximum limit is capped at NTD 2 million per day.**

**Transfer from the non-designated account, the maximum limit is capped at NTD 30,000.00 per transaction; the maximum limit is capped at NTD 30,000.00 per day.**

**For debiting in consumption by IC Bankcard, the maximum limit is capped at NTD 100,000.00 per transaction; the maximum limit is capped at NTD 100,000.00 per day which is combined calculated with the amount on the designated account.**

- (5) The Depositor may continuously withdraw, transfer, or transfer from the non-designated account by using the Bankcard which is not subject to the restriction that updates transaction history in their passbook.
- (6) The amount and the number of times specified in the preceding two articles may be adjusted by the Bank at any time depending on your actual needs. The Bank shall officially announce the adjustment on the services premises and the Bank website in a significant manner at least 30 days in advance.
- (7) The Depositor should carefully check the financial institution code, account, and amount when they are transferring by Bankcard. If the financial institution code, account, and amount for the Depositor applying or operating is wrong, or transferred to others account, or wrong transfer amount, the Depositor should inform the Bank immediately. The Bank should immediately process the following items: (1) Provide details and relevant information of this transaction in accordance with relevant laws (2) Assist in notifying the transferring bank for processing. (3) Report the processing situation.
- (8) When the Depositor makes a transaction by Bankcard and password through the interbank ATM or other machines, the transaction has the same effect as the transaction performed using the passbook and specimen chop.
- (9) The accounting dividing point for interbank transaction: The accounting dividing point is at 3:30 pm from Monday to Friday. Transactions exceeding the accounting cut-off and on a non-services day, will fall on the next services day. The time when the file or data was received by the Bank will determine whether this transaction is made beyond the specified time.
- (10) The Depositor can terminate the agreed subject related matters on Debit Care at any time, but it should be processed in one of the following ways: (1) Process it in person at the Bank. (2) Fill in the "Change/ Cancellation/ Termination of Deposit related services and agreement" which was established by the Bank and notify the Bank (3) Process it according to other methods agreed upon by the Bank and the Depositor.

When the Depositor terminates in accordance with the preceding agreement, the Bankcard shall be returned to the Bank unless it was lost. The Bank may terminate this agreed subject matter or temporarily suspend the function of the Bankcard in one of the following circumstances: (1) the Bankcard is forged, altered, or used for illegal purposes such as money laundering or fraud. (2) The Depositor's account is listed as being under payment suspension, warning, or is a derivative controlled account by laws. (3) The Depositor violates the law and damages the rights of the Bank or other illegal behaviors.

- (11) When Depositor has entered an incorrect password for four consecutive times, forgotten to retrieve the Bankcard, performed transaction using the Bankcard that has been reported to be lost or other reasons, and the card is locked or retained by the ATM, unless otherwise agreed upon by the Bank and Depositor, the Depositor should bring his/her own ID or the authorized signature/specimen chop in person and process in the following way:
  1. When the Bankcard is locked, the Depositor must apply to have it unlocked at any services unit of the Bank or at the designated location of the Bank.
  2. When the Bankcard is retained in the ATM, the Depositor must apply to retrieve it from the original bank where you opened the account or have a replacement card within 14 days from the day after retention. If you didn't retrieve it after the expiry date, the Bank may invalidate the Bankcard.

- (12) **Costs generated from Depositor's use of bankcard for diversified transactions are as follows:**

**1. Transaction Charges: a. NT\$5.00 for each withdrawal at ATMs across all banks domestically; b. NT\$12.00 for each withdrawal across all banks domestically.**

**2. Service Fees: a. NT\$50.00 for unlocking a card; b. Reissue/exchange for new card: NT\$100.00 each.**

For the fee in Paragraph 1 as above, Depositor agrees to have the Bank deduct it from the Depositor's account.

The fee in Paragraph 1 shall be posted on the services site and the Bank's Website clearly.

The service fee in Subparagraph 2, Paragraph 1 may not be charged without the Bank certifying that the unlocking or reissuance, replacement with a new card was caused by reasons that were attributable to the Depositor. However, if the Bank cannot certify such, the Bank shall be liable for any and all losses caused to Depositor for the need to unlock the card or reissue a new one.

- (13) The Depositor shall maintain the Bankcard well. In case it was lost, destroyed, stolen or others lost possession of it, the Depositor shall proceed with the registration of loss by one of the following ways: (1) Proceed with it at the Bank in person. (2) Fill out the "Agreement for Deposit Related Services Change/Cancellation/Termination" prepared by the Bank.

If Depositor cannot proceed with the registration of loss according to the ways mentioned above, he/she has to register loss of bankcard with the Bank via Online banking (only with Online banking account) or over the phone, and proceed with written steps with the Bank pursuant to ways as above in 3 services days. These ways shall be fulfilled by Depositor safely and conveniently.

Depositor shall be deemed as paid if the Bankcard was used by others and a report of loss was not made with the Bank and the Bank has paid it. However, the Bank shall still be held responsible in case the Depositor's password was fraudulently used or stolen and due to negligence or lack of control of the Bank or banking institutes with other automatic service machines or other attributable causes.

- (14) Depositor shall take sole responsibility of maintaining and using the Bankcard, including lending to others, assigning to others or taking it as a pledge.
- (15) Depositor may not fabricate or reproduce bankcards.
- (16) In a view of using services across banks including but not limited to withdrawal by bankcard, transfer, universal remittance, tax payment, charge payment, deduction for shopping, query of bank accounts, Depositor agrees to have the Bank, the Banking institute for transactions via bankcard, Joint Credit Information Center, Financial Information Service Corporation and other institutes that were approved to establish or operate by the Financial Supervisory Commission, agricultural banking authority, collect, process, deliver among international communities and make use of personal data within the scope of fulfilling above services across banks according to related laws and regulations. The Bank may not provide such personal data for the use of a third party other than the above institutes without the approval of the Depositor or by other laws and regulations.
- (17) Whenever Depositor withdraws cash, proceeds with transfer or query of balance in the account with his bankcard in the Bank or other banking institutes joining the network of ATM services across banks, he/she agrees to proceed with it pursuant to related provisions developed by the Bank and other financial banking industries.
- (18) If the Bank has no choice but to suspend payment or transfer via ATMs (Automatic Machine) due to ATM out of service, power outage, offline or computer information system defects, if Depositor withdraws cash or transfers money via his passbook with the Bank, Depositor agrees to have the Bank reserve the accrued max limit for daily transaction based on the balance of the previous day, plus/minus the received/paid one in the current day as the balance available for use by Depositor.
- (19) The Bank's generated diversified new forms and its terms and condition related with bankcard services shall be deemed as part of this Agreement.
- (20) Transaction detail sheets printed by ATMs are only for alignment of the records with the Depositor and the Bank and will be provided in all transactions.

## 2. Deductions made using the IC Bankcard

- (1) Definition of Terms for Deduction Features are stated as follows:

1. Deduction features for IC bankcards: It means that Depositor proceeds with the purchase of commodity, services or other transactions with physical or virtual card merchants accepting IC bankcards issued by card issuer institutes. Depositor sets up password to entrust the Bank issuer to deduct payment from Depositor's account designated with IC bankcard directly; features of transferring money into card acquirers or card merchant's account include trades like deductible for shopping (varied rate), reverse of deposit, refund, prior authorization and authorization to finish.
2. Card acquirer: It means the Banking institute that entered into an agreement with card merchants for Depositor's deduction for shopping and other related matters.
3. Card merchant: It means a store that provides items, services or other deals and enters into an agreement with card acquirer to accept card holder's payment of purchases via IC bankcard.
4. Transactional records: It means slips or electronic message showing Depositor's deduction for making purchases via IC bankcard.

- (2) **Upon Depositor's use of bankcard with input of agreed password for shopping and deduction in a card merchant, such deals are deemed as completed with activation of deduction for shopping features.**

Depositor shall keep IC bankcard and password under good control and understand that all deals related with shopping and deduction via IC bankcard and password are deemed as done by him/her in person, so is withdrawal via passbook and filled withdrawal slip affixed with original specimen chop.

Depositor should keep deal record whenever he uses his/her IC bankcard to shop and deduct payment, refund or cancel deals in physical or virtual card merchants.

- (3) The Bank shall not be obligated to pay for any shopping fee whenever Depositor's available balance in the account designated for shopping and deduction is insufficient for the same or the payment for the shopping exceeds the agreed limit as above.
- (4) Depositor understands clearly that purchase transactions and deduction via IC bankcard and password in a card merchant is the same as a cash transaction. In case of any disputes arising out of related shopping in card merchants (included but not limited to quality, quantity, amount etc. of the commodity or services), such disputes shall be referred to the same card merchant and shall not be the basis for a refund with the Bank. **Whenever Depositor has any doubt for the shopping payment, he/she has to apply for review with the Bank and the Bank should provide transaction records for the Depositor to check.** If the Bank provides records via passbook, Depositor should update it after a transaction is made.
- (5) The Bank should handle shopping, deduction and bills of IC bankcard for Depositor with responsibly and prudently. For disclosure of Depositor's bills for shopping and deduction, the Bank should provide every record of transaction in the Statement, passbook or other agreed ways for Depositor to check.
- (6) Depositor agrees to have the Bank outsource to a third party the operation of transactions related with shopping and deduction for payment via IC bankcard or other services affiliated in connection with this Agreement pursuant to the provision formulated by competent authorities; however, the third party's process and use of Depositor's profile remain to be subject to related laws and regulations, and must be kept confidential.
- (7) **Daily max limit for shopping in overseas card merchants and deduction shall be the same as that for domestic shopping.**

## 3. Use of sensory bankcard features

- (1) When Depositor is applying for a sensory bankcard, he/she is applying for activating "Shopping by Deduction" feature that he/she can pay via sensors in card merchants.
- (2) Max limit for total amount traded via sensors:
1. Depositor's held sensory bankcard is limited for shopping at domestic card merchants; in case of a single transaction less than NT\$3,000 (included), payment can be done via sensors without cards and passwords, otherwise, the deal should be made by inserting card and entering the password.
  2. When Depositor's total amount to pay in sensory transactions exceeds NT\$10,000.00 in a day, he/she should proceed with the transaction via inserting card and entering the password; Depositor's aggregated amount in sensory transactions and shopping via deduction by bankcard is limited to NT\$100,000 daily, including agreed limit of transfer of current day.
- (3) Depositor should use and keep the card with responsibly and prudently, avoiding it to be lost, destroyed, acquired by fraud, theft or possessed by a third party; in case of the same, the Bank should be notified to proceed with card loss process. However, if the Bank deemed necessary, the Bank should notify the Depositor within 10 days from the date of acceptance of the loss, request to the loss to the local police authority within 5 days from the date of notification or notify the Bank in writing. From the moment that Depositor proceeds with loss procedures, the Bank shall bear any and all losses arising out of the stolen card being used by others for shopping. However, Depositor remains to be liable for the loss of the same as above if meeting one of the following situations:
1. Third party's disguised use was permitted by Depositor or Depositor purposely gave the sensory bankcard to a third party for use.
  2. Depositor disclosed the password to a third party due to intentional purpose or material negligence.
  3. Depositor and third party or card merchant counterfeited a fictitious transaction or made a collusion for fraud.
- (4) Depositor is deemed as paid if the card was stolen and used without proceeding with the loss registration procedures and the Bank has paid it off; however, Depositor's deductible amount for that fraudulent transaction and use by a third party via sensory payment (excluding the transaction without insertion of card and entry of password) is limited to NT\$3,000 as maximum.
- (5) Intervention on accounts with doubts:

1. Depositor clearly understands that transaction by sensors and cash has no difference, in case of any disputes arising with card merchants (included but not limited to the quality, quantity and amount of commodity or service), both parties shall refer to card merchants to seek solutions and may not take it as a basis for requesting the Bank to refund. Depositor may not file a dispute against the Bank for problems arising from transactions with card merchants.
  2. If Depositor has any doubt regarding any transactions within 30 days of the shopping day, he/she has to explain the reasons with documentation requested by the Bank (such as signed bill or receipt copy for refund slip, etc.) to notify the Bank for assistance.
- (6) Unless otherwise specified for terms and condition herein, Depositor should observe regulations related with the Bank's deduction and purchase using the IC bankcard features and terms and condition for the use of bankcard.

#### 4. International Transfer Bankcard

- (1) Based on the regulations pertinent to foreign exchange control prescribed by competent authorities, if the Depositor is a corporate or a natural person aged 20 below, a P.R.C. resident and a foreigner, bankcard is agreed not to be used in overseas regions.
- (2) Depositor has to carry a bankcard to withdraw cash or shop via transfer and deduction from Depositor's balance of NTD Demand (Savings) Deposit Account that was opened in the Bank via counter clerk's machine or terminal that has been set up in other banks with system connected to the Bank or international financial organizations in cooperation with the Bank pursuant to the regulations prescribed by the Bank and every bank with counter clerk machine, terminals or international financial organizations.
- (3) When Depositor proceeds with transactions in foreign currency by bankcard as above, the Bank is authorized as the Acting Person for foreign exchange settlement within the Territory of R.O.C. for all formalities pursuant to the regulations prescribed by the Central Bank and as agreed upon by both parties. Depositor should control the amount of foreign currency used and he/she should take sole responsibility when foreign currency withdrawal or transfer spending exceeds the amount of foreign currency he/she is allowed to use and the Bank shall not be involved.
- (4) **When Depositor withdraws cash or shops by transfer domestically or overseas with bankcard, the Bank will pay it off in local currency via local ATM or terminals; the exchange rate is subject to that posted in the US branch of the Bank and international financial institutes in cooperation with the Bank on the day that Depositor withdraws or transfers. Besides, Depositor also agrees to have the Bank charge extra NT\$100.00 for every of Depositor's shopping by transfer and 1.1% of every withdrawn amount plus NT\$100.00. This standard Charge is adjusted by the Bank.**
- (5) When Depositor uses bankcard to withdraw money or shop by transfer domestically and internationally, he/she is willing to observe regulations that the Bank has formulated for the limit of every transaction or daily, the limit for each shopping via transfer, the maximum number of times allowed for transactions without passbook, etc.

The daily limit for withdrawal or shopping via transfer stated as above is subject to that aggregated from domestic and international ones and should be calculated by above foreign exchange rate to New Taiwan Dollar.

The Bank should post the amount and time limit in the transactions above or limit of diversified features of transactions in the Bank's website for Depositor's query and acknowledgement, and the Bank shall adjust it as per services need; however, the adjustment shall be posted in public at the Bank's services site or website clearly.

- (6) When Depositor withdraws or transfers money with bankcard domestically and internationally, any discrepancy between the balance in the passbook and that on the Bank's account because of lack of updates with the passbook or due to computer malfunction, being offline and other cases, the record that the Bank has of your account will prevail.
- (7) These terms and condition are considered as part of the "Terms and condition for the use of bankcard" entered into by Depositor.

#### 5. Debit card

- (1) Definition of Terms:

1. "Card holder":

It means a person approved by the Bank for issuance of Debit card; any natural person aged 15 and up and has opened New Taiwan Dollar Demand Deposit Account in the Bank can apply for this card.

2. "Debit card":

It means that except for Card holder's execution of the use of ordinary Debit card pursuant to terms and condition for Debit card, he/she also uses it to sign bills for deductible payment in card merchants with VISA stickers and the signed amount for deduction will be checked in the account with the said Debit card designated by the Bank in advance, then such amount will be unchecked for payment deduction after reimbursement to the card merchants. All amounts checked in the account shall still be calculated with interest to Card Holder subject to originally agreed interest rate prior to reimbursement by card merchants; if card merchants failed in the same within 15 calendar days upon checking it, the Bank shall uncheck the signed deductibles from the Bank's system automatically; **however if such reimbursement occurs after more than 15 calendar days elapsed, as long as the amount was signed for deduction by Card holder, the Bank shall still deduct it from the account designated by Card holder.**

3. "Card acquirer":

It means an institute that every "credit card" organization authorizes to proceed with the signing process by card merchants and makes an advance to pay it for Cardholder to card merchants in their reimbursements.

4. "Card merchant":

It means stores that entered into agreements with card acquirers to accept Debit card deals.

5. **"Daily, monthly and each round of line signed to deduct payment":**

**Daily line of sign to deduct is NT\$60,000.00; monthly one is NT\$100,000.00 and that in every round is NT\$60,000 and it may not go beyond the balance available for specified deductible by Cardholder;** however, Cardholder remains to be liable for the amount exceeding the "daily, monthly and each round of line signed to deduct payment" and the "balance of deposit account specified for deductible"; if Applicant desires to adjust daily limit for signed bill, he/she can dial the phone number at the back side of the card for application.

6. "Deduction Day":

It means the date where the reimbursement of card merchants by Card acquirers to the Bank and the Bank deducts it from the deposit account that Cardholder specifies for deduction.

7. "Foreign Exchange Settlement Day": It means the day wherein the Bank or the Bank authorized agent converts a payable (from shopping transactions of cardholder while overseas) in foreign currency to that in New Taiwan Dollar pursuant to the foreign exchange rate listed by every international credit card organization. If there is any discrepancy between the checked amount and NTD payable after settlement due to change in foreign exchange rate, the settled amount in NTD shall prevail for such payable.

- (2) Application:

Applicant shall fill in each column of the application chart with true General Information and other relevant information, and provide the true and relevant information or supporting documents according to the Bank's requirement and shall agree to authorize the Bank the right to confirm the authenticity of the attachment with relevant organizations.

In addition, Applicant shall open the deposit account according to the Bank's regulations and procedures, and assign it as the Debit Account for Debit card.

- (3) Gathering, Handling, Processing personal data and International Transfer:

Applicant or Cardholder agrees to the gathering, handling, international transfer and use of his/her general information according to regulations by the financial institution that collaborates with the Bank, Financial Information Service Co., Ltd, Joint Credit Information Center and National Credit Card Center of R.O.C. The Bank may not provide the general information to a third party except the above mentioned institutions without the permission from Applicant or Cardholder, or other regulations.

- (4) Common Terms and Conditions

1. The Bank shall carefully handle the settlement of the payment from Debit card for Cardholder, and allow the authorized store to use Debit card to complete the transaction by the Bank or each acquiring services institution.

2. Debit card of Cardholder is a property of the Bank, so Cardholder shall properly use and keep the said Debit card. The Bank only authorizes the owner of the Debit card to use the debit function during the valid date, and Cardholder may not let, lend, provide guarantee or any other ways to transfer the Debit card to a third party to use.
  3. Cardholder and third party or authorized store may not conduct a fake transaction or conspiracy racketeering to exchange money or obtain benefits by Debit card or any other way.
  4. If Cardholder purchases high cash liquidity products or deducts payment from any risky special store that is managed by the National Credit Card Center of R.O.C. or has other abnormal debit time, location or item that might be a fraud transaction or conspiracy racketeering, in this case, the Bank has the authority and the right to deny, limit or refuse Cardholder to proceed with the transaction using the Bank's Debit card.
  5. Cardholder shall settle the payment if he/she violated the second to fourth line on this contract.
  6. The Bank shall ensure the authenticity of the content of the advertisement, shall not be less obligated to the Cardholder than the contents of the advertisements. However, the activities, services or agreements provided by the Bank in relation to the Credit Card, unless otherwise specified, shall be exclusive to the Credit Cardholder and shall not be applicable to the Cardholder of the chargeable financial cards.
  7. Cardholder shall keep the password or other ways to identify Cardholder confidentially when using automatic equipment to handle relevant transactions, and should not disclose the password to a third party.
- (5) **Review period:**  
Applicant could notify the Bank to rescind the contract according to Article 18 within seven days after receiving the issued Debit card without any reason and any Fee or payment, but not for Applicant who has already used the issued card.
- (6) **General Transaction:**  
Applicant shall sign on the back of Bankcard immediately, to avoid the possibility of fraudulent use by a third party.  
When Cardholder proceeds with a transaction by Bankcard, Cardholder needs to provide Bankcard and after having been confirmed of the correct identity, shall sign on the debit slip to confirm the transaction and shall keep the receipt properly for further verification.  
Cardholder agrees to have the authorized store to use the Bankcard to handle transaction return, cancellation, service termination, and product exchange or price adjustment. After confirmation, the Cardholder shall sign on the return slip and keep the receipt properly for further verification. However, after the Cardholder and authorized store both agree, authorized store could sign and replace it with the retained Certificate for product return of the Cardholder or other sufficient certified documents, Authorized store could deny the Cardholder from using his/her Bankcard to proceed with the transaction in the following situations:
1. Bankcard is forged, altered or damaged, broken, missing part of card, hole punched, blurred signature and amended signature.
  2. Debit card is expired, already reported as a lost card according to Article 13 or the agreement with the Cardholder has been terminated.
  3. The Cardholder's right to use a Debit card has been suspended by the Bank.
  4. The signature on the debit slip is different from the signature on the Debit card, or there is another way to prove that the Cardholder is not the Debit card owner that was issued by the Bank.
  5. The transaction exceeds the Bank's daily limit or deduction limit per debit or deduction amount exceeds the balance of Assigned Debit Account.
- However, the above regulation is not for the authorized store that has been specially authorized to accept the transaction with the Debit card.  
In the case of the first, second or fourth condition, authorized store could reject to return the Debit card. If Cardholder has been denied by the authorized store the use of his/her Debit card to proceed with the transaction except for the fourth condition, or in case the authorized store requests an increase in the price of the product or service if using a Debit card, Cardholder could file a complaint with the Bank, and the Bank shall notify Cardholder on how the situation was resolved after confirming by itself or the acquiring services institution. If the issue was confirmed as intentional or gross negligence, the Bank shall be responsible for the compensation for the Cardholder.
- (7) **Special Transaction:**  
Depending on the transaction habit or special characteristic of the transaction, when using Debit card to pay for mail order, telephone order, fax, internet, mobile device, automatic vending equipment and other similar ways to purchase product, obtain service or pay on behalf of Fees, the Bank can accept password, phone call, signature on the receipt, mail certificate or other ways to identify the identity of the owner and replace using debit slip or on-site signature in order to confirm the intention from the Cardholder.  
Except for the regulations or agreement from other contracts, if Cardholder needs to use the tool, equipment or software provided by a third party (including but not limited to the platforms, websites and devices) to use his/her Debit card, Cardholder shall be responsible for getting information from the third party regarding the needs and limitation of the tool, equipment or software usage. The Bank and the third party who provide the tool, equipment or software are independent of each other, and would not build partnership, appointment relationship or relationship between an agent and a client just because the Cardholder decides to use his/her Debit card in the said manner. In addition, the Bank would meet competent authority's demand or the consideration of the Bank's operation, risk and so on to set limitation, stop the Debit card usage in this method or control it in other appropriate ways, and announce it on the Bank's website (url: [www.sunnybank.com.tw](http://www.sunnybank.com.tw)) at any time.  
**If a Cardholder holding a financial card without embossed characters on the surface of the card, then the card cannot be used for transactions at card merchants, which adopted manually embossing characters on the surface of the card (e.g., on an airplane).**  
**Generally, the Cardholder's signature shall be required for each transaction. However, an authorized store could settle accounts without signature if the amount of the domestic expense is lower than NT\$3,000 or the amount of overseas expense is classified as a none-signature transaction stipulated by the International Organization of Credit Cards.**  
**The Cardholder shall carry out a transaction by tap-to-pay credit card (e.g. VisaPayWave Card) to purchase or enjoy the service in the shop providing tap-to-pay service. The Cardholder shall complete the tap-to-pay transaction on their own and the maximum single expense may not be higher than NT\$3,000, Cardholder could tap-to-pay without signature during the tap-to-pay transaction.**  
**The expense by Debit card could only use on online transaction processing and cannot use rewards points, installments, public utilities, fees withholding.**  
**Because the automatic equipment transaction, self-serve gas transaction, belongs to special authorized transactions, the Bank must confirm the available balance from Assigned Debit Account of Cardholder in advance before using the service (currently set as NT\$1,000.00, the limit of transactions per day is two), and when the authorized store or the acquiring services institution asks the Bank for payment on the deduction day, the Bank shall pay the bill according to the actual accounts payable. If the balance of Cardholder's debit account is less than the accounts payable on the deduction day, Cardholder shall deposit the insufficient payment into the Assigned Debit Account as soon as possible after receiving the notification from the Bank. For the insufficient payment, Cardholder shall be responsible for repayment, and shall execute by the second and third provisions of Article 11.**
- (8) **Transaction Dispute Handling Procedure:**  
If Cardholder has any doubts about the purchase details, such as a non-existent transaction or a double payment situation, Cardholder shall immediately contact the Bank and apply for dispute handling according to the regulations. For further information, please contact the Bank's 24-hour customer service direct line (02)7736-6689.  
If there is any dispute, such as the quality of the product, the quality of service, the quantity of the product or the price of the product, between Cardholder and the authorized store, Card holder shall settle with the authorized store, and may not take this as a proof to request a refund from the Bank.  
When Cardholder uses his/her Debit card and meets the following special situations according to the regulations of every credit card organization, such as the pre-ordered product is not transferred by the store or the quantity is wrong, or the pre-ordered service is not received, Cardholder shall settle with the authorized store, but if the dispute cannot be solved, Cardholder shall prepare the relevant documents according to the request of the Bank and ask the Bank to handle this transaction according to Article 10, Handling procedures for inquiries about payment within a month.
- (9) **Transaction statement:**  
If the Bank receives credit card transaction payment from the Assigned Debit Account of Cardholder, the Bank shall send a transaction detail list on time for the Cardholder to confirm the payment. A transaction detail list would be presented in electronic format (such as email or text message from mobile phone), automated equipment or online banking.  
Cardholder could ask the Bank to provide the transaction detail list within the last three months for free, but if Cardholder asks for the transaction detail list beyond the past three months, Cardholder shall pay NT\$100 to the Bank for a copy of the said transaction detail list and authorize the Bank to deduct

the payment from the Assigned Debit Account.

(10) **Handling procedures for inquiries about payment:**

1. **Within 30 days from the date the current transaction detail list is sent (monthly statement), if Cardholder has doubts on the transaction detail, Cardholder shall list down the reasons and prepare the relevant documents according to the request of the Bank (such as invoice or refund receipt) and notify the Bank, or ask the Bank to retrieve invoice or refund receipt, or ask the Bank to claim the deduction from the acquiring services institution or the authorized store for this transaction according to the operating procedure from the international organization of credit cards.**
2. **If the Cardholder who does not notify the Bank according to said agreement, it would be assumed that there is no error on the transactions, and he/she may not file a dispute about such in the future.**
3. **According to the second sentence of Article 1, the Bank shall claim the deduction from the acquiring services institution or the authorized store. If the Bank proves that there is no error or the amount cannot be debited for reasons other than those attributable to the Bank, the Bank may debit the Cardholder's Designated Debit Account as appropriate if the amount has been temporarily returned to the Cardholder first. For insufficient balance, Cardholder shall be responsible for repayment, and shall execute by the second and third provisions of Article 11.**

(11) Credit for Load and Payment:

1. During the payment deduction, Cardholder agrees that the Bank could load the accounts payable from Cardholder's Assigned Debit Account (Cardholder cannot withdraw the load deposit). When the authorized store or the acquiring services institution requests payment from the Bank (deduction day), the Bank would pay the deductible payment. But if the authorized store or the acquiring services institution does not request for payment from the Bank within 15 calendar days from debit day, the Bank will cancel this load payment.
2. When the balance of the Cardholder's Assigned Debit Account is insufficient to settle any payables, the Bank would deduct from the current deposit
3. For the situation in the preceding paragraph, from the deduction date, the Bank will deduct from the Cardholder's Assigned Debit Account until the payables and other fees are fully paid. This is only applicable to Cardholders who has requested for the overdrawn function. If the balance of Assigned Debit Account is insufficient whenever the vendor asks a payment, the Bank has the right to request payment from its overdrawn limit.
4. **In order to avoid foreign exchange rate fluctuation that might cause the Bank's load payment to be insufficient, when the Cardholder agrees to make overseas purchases and withdrawals, the Bank may first credit 5% of the balance available in the Cardholder's Designated Debit Account in addition to the amount of the chargeable purchase or overseas withdrawal.**

(12) Authorization of settlement of foreign transaction:

1. **For foreign transactions (including refunds or withdrawals) in currencies other than NTD and for domestic transactions (including refunds, withdrawals or internet transactions) with foreign banks, the Bank is authorized to convert directly to NTD at the exchange rate of the settlement date listed by the credit card international organization, plus a 1.5% international clearing fee (including fees paid to the international organization). The Bank is authorized to convert the transaction directly into NTD at the rate of the settlement date as stated in the Credit Card International Organization Agreement, plus a 1.5% international clearing fee (including fees paid to the international organization) and settle the transaction.**
2. Cardholder authorizes the Bank as his/her foreign exchange settlement agent in the Republic of China (R.O.C.) to handle the settlement of the foreign transaction of his/her Debit card, but Cardholder shall pay for the difference from the foreign currency settlement amount that is higher than the legal limit
3. **In addition to charging for the international settlement of Article 1 per withdrawal from a foreign ATM, Cardholder also needs to pay additional NT\$70.00. If there is any change on the charges, the Bank shall disclose such change publicly 60 days before the effectivity day and post the change on the Bank's website, or notify the Contractor in advance.**

(13) Cards being Stolen, lost or Possession of which being lost.

If Card holder's Debit card was stolen, robbed, defrauded or taken by a third party besides the Cardholder (the shortened term would be loss or theft situation), the Cardholder should immediately notify via telephone or any other way the Bank or other institution assigned by the Bank to report and cancel the lost card. Only when the Bank considers it necessary, the Bank shall notify Cardholder within ten days from the date of handling the report of loss, and within three days from Cardholder receiving the notification from the Bank, Cardholder shall report the case to the local police or re-send the written notification to the Bank. The payment or loss that occurs after Cardholder reports the lost card would be handled by the Bank. However, if it meets one of the following situations, Cardholder shall still be responsible for the loss after reporting the lost card:

1. Cardholder allowed or intentionally let third party to use Cardholder's Debit card.
2. Cardholder and third party or authorized store makes fictitious transaction or are involved in conspiracy racketeering.
3. If the Cardholder intentionally or through gross negligence makes the transaction password or other means of identifying the identity of the Cardholder for other transactions using automated equipment known to a third party.

The Cardholder's liability for fraudulent use of the card before the loss of the card is processed shall be capped at NT\$1,000 per card. However, the Cardholder is exempted from the excess under any of the following circumstances:

1. The fraudulent use of the Cardholder's Debit card happened in twenty-four hours before Cardholder reported the lost card.
2. The difference between the signature from the quasi-poseessor and Cardholder's signature on the back of the Debit card could be identified with eye-checking or by the manager's careful attention.
3. If the fraudulent use of Cardholder's Debit card happened in an authorized store by the Bank that the price could be confirmed as none-signature transaction, and confirmed the transaction was not conducted by Cardholder, and that the Cardholder was not involved in the conspiracy.

For condition 2 above, and Cardholder was proven by the Bank as a qualified good person, the previous agreement about the self-deduction from fraudulent use is not applicable:

1. Cardholder does not notify the Bank immediately at the time he/she understand that his/her Debit card is lost or stolen, or after 20 days from the date the first fraudulent use happened, Cardholder still didn't notify the Bank.
2. Cardholder violated Clause 1 from Article 6 wherein he/she did not sign on the back of the Debit card, resulting in fraudulent use of the Card.
4. Cardholder did not provide the documents required by the Bank and refused to provide assistance for investigation or other actions that violate the good principle after reporting the lost Debit card.

(14) Card Reissuance, renewal, reissuance upon expiration, and rejection to reissue new card upon expiration:

If Cardholder's Debit card is lost or stolen and he/she reported the lost card according to the regulations of Article 13, or other reasons such as defacement, demagnetization, scratched that caused Debit card to be unusable, the Bank will assist Card holder to issue a new card, and charges for the new card renewal is the same as the financial card. When the Debit card is expired and signifies termination of contract according to Article 18, the Bank shall issue a new card for Cardholder for further usage. However, if the Bank has some considerations that are based on risk, safety, financial situation of Cardholder, credit, consumption and repaying status and so on, Contractor agrees that when the Debit card's debit function is terminated, stopped or other reasons that caused Debit card unusable, the Bank could reject the issuance of a new card to Cardholder, before the expiration date of the Debit card, Cardholder could still use general financial card's function besides debit reduction. Cardholder agrees to accept and fulfill the agreements stated in the financial card's terms in deposit account opening agreement. Before the Debit card expires, if Cardholder is not willing to keep using the Debit card, Cardholder shall notify the Bank to terminate the agreement in advance before the expiration date of the Debit card, or notify the Bank to terminate this agreement according to Article 18 within seven days from the date of receipt of issued new card without any reason and any fees, but only if Cardholder has not used the issued new card.

(15) Setoff and discharging:

When the Cardholder's rights are deemed to be fully due as claimed by the Bank in accordance with Clause 18, the Bank shall settle every deposit and every debt for the Bank, and offset the debts of Cardholder to the Bank before the expired date. The scheduled offset of the Bank means that the offset would be effective from the deduction of the account. At the same time, the Bank's passbooks, certificates of deposit and other certificates of credit issued to the Cardholders will lose their validity to the extent of offset. If the offset is insufficient to pay all debts of Cardholder to the Bank, the Bank would



offset the rest according to Articles 321 to 323 of the Civil Law; however, compared with Article 323 of the Civil Law, if the assigned order and method of the Bank provides more benefit to Cardholder, the more beneficial one would be chosen.

(16) Amendments

If there is any change on these terms and condition, the Bank shall notify Cardholder in written form, the methods permitted by law or other methods agreed by the Bank, and after notification, if Cardholder does not raise any objection within seven days, it would signify his/her agreement to the changes. However, if one of the following lines is changed, the Bank shall notify Cardholder in writing or notify by Card holder's assigned Electronic Documents in advance, or disclose publicly in the services place or on the Bank's website, and also the Bank shall indicate clearly the changed items and the difference in context between new and old contract on paper, Electronic Documents or through open announcement mentioned above. The Bank shall notify the Cardholder to agree to any changes made if there is no objection raised within the period. In addition, the Bank shall notify the Cardholder that if there is any objection raised, Cardholder shall cut the Debit card within the period and mail it to the Bank as a notification to terminate the contract.

1. Increase the charges and fees that may be charged to the Card holder.
2. The way to notify the Bank when Debit card is lost or stolen.
3. The Cardholder has no rights or obligations to others in connection with the use of his or her Debit card.
4. The processing procedure for doubts regarding a Debit card transaction.
5. Other lines stipulated by the competent authority's regulations

(17) Restrictions of the Debit Card Usage:

If Cardholder's situation meets one of the following criteria, the Bank has the right to lower the daily deduction limitation or temporarily (permanently) stop Cardholder's right to use Debit card without any notification in advance.

1. Card holder violates second paragraph, third paragraph, and fourth paragraph of Article 4.
2. When the balance of "Assigned Debit Account" of Cardholder is insufficient to cover the payable amount for two consecutive months from the date of deduction date.
3. Cardholder who petitions for settlement according to the Bankruptcy Law, petitions for bankruptcy, petitions for entity reorganization, refusal of dealing, services suspension or debt clearance by the announcement from the Taiwan Clearing House.
4. Cardholder is the statutory agent, representative or manager of the juridical person or non-juridical person that has been announced by the Taiwan Clearing House refusing any cooperation.
5. Cardholder who has been indicted and set for imprisonment according to The Code of Criminal Procedure, or will be confiscated of main property.
6. If Cardholder uses the Debit card improperly or suspected of using Cardholder's account improperly as determined by the Bank, the Bank has the right to stop or terminate his/her use of the Debit card at any time, and withdraw and cancel the Debit card..

If Cardholder's situation meets one of the following criteria, after the Bank's notification in advance, the Bank has the right to lower the daily deduction limitation or temporarily (permanently) stop Cardholder's right to use the Debit card:

1. The balance of Cardholder's assigned deduction account is insufficient to cover the payables for one consecutive month from the date of deduction date.
2. Cardholder violates the agreement on the fifth paragraph of Article 1, that exceed the "daily limitation of credit card transactions" or "balance of assigned deduction account" but still uses his/her Debit card to proceed with the transaction.
3. If the ticket refunded is because of insufficient balance of Cardholder, or the Cardholder is the statutory agent, representative or manager of the juridical person or non-juridical person and the ticket refunded is because of insufficient balance of deposit.
4. Cardholder's right to use a "credit card", "Bank card", "Debit card" or "Transaction card" has been temporarily suspended or terminated by another card issuing institution.
5. The Cardholder is subject to enforcement or false seizure, false disposition or other conservative action.
6. Cardholder is sued because of other debts, or involved in a criminal act and is under investigation or persecution.
7. Not paying any debt with any financial institution or card issuing institution (including head office and branch institution) on time, or not paying the payment and interest of other debts on time, or has a bad record of paying debts according to the Joint Credit Information Center and National Credit Card Center of R.O.C.
8. The Cardholder is contractually obligated to provide the guarantee and does not provide it.

After each event is eliminated by the Bank according to the first and second paragraph, or the Bank agrees the reason provided by the Cardholder, or the Card holder has settled part of payment or provides proper guarantee, the Bank may restore the Cardholder's daily deduction limit or right to use a Debit card.

(18) Termination of Contract:

Cardholder could cut the Debit card and send it back to the Bank and notify the Bank to terminate this agreement. If Cardholder falls under first or second criterion mentioned in the first or second paragraph of the previous Article, or the validity date of the Debit card has lapsed, the Bank could notify the Cardholder to terminate the contract by papers or other ways agreed by the Bank. When the contract of "Assigned Debit Account" of Card holder is terminated, these terms and condition would be terminated at the same time. After this agreement is terminated or deemed invalid, Cardholder may not keep using Debit card (including any unexpired card).

(19) Outsourcing:

Cardholder agrees to the transaction payment conditions, computer handling conditions and other terms related to this agreement from the Bank. When it is necessary, the Bank has the right to appoint an appropriate third party or a member institution of each credit card organization as a partner. When a partnership with a third party or a change of organization of the Bank has occurred, Cardholder agrees that these terms and condition still remain in effect, and Cardholder would comply with every regulation of this agreement without signing any documents.

(20) If Cardholder uses Smart Pay to proceed with a transaction, Cardholder could not get the authorized store's discount and cashback from Debit card for such transaction, but only could get the authorized store's discount for Smart Pay transactions.

(21) Governing Law:

The standard terms of this agreement is according to the laws of the Republic of China. The claims and liabilities relationship result from such agreement.

(22) Jurisdiction:

When these terms and condition are involved in litigation, in addition to the jurisdiction that is provided by the law, Cardholder agrees that the Taipei District Court of Taiwan will be the court of the first instance jurisdiction. But if there are any special provisions for exclusive jurisdiction, such provisions would be followed.

(23) Miscellaneous:

Besides these terms and condition, Cardholder shall comply with agreements related to deposit services contract from the Bank. If there is any item that was not mentioned or is unclear, Cardholder and the Bank shall negotiate the agreement together.

6. Response to Errors in Electronic Documents

Card holder applies for the Debit Easycard with the function of Debit card and Easycard from the Bank. The use of Debit Easycard must need to comply with the terms and condition on Debit card and each terms and condition as follows:

(1) Definition of Terms

1. Debit Easycard: Refer to the cooperation between the Bank and "Easycard Co., Ltd" (referred to Easycard Company) to issue slip card with the function of Debit card and Easycard. The function of Easycard includes providing loss reporting and refunding services. **Cardholder must agree to have the Bank provide general information of Cardholder to Easycard Entity in order to provide further relevant service to Cardholder.**
2. Easycard: Refer to the electronic ticket that is issued by Easycard Entity under the name of "Easycard". Cardholder could use Easycard to pay for

transportation fees, parking lot fees and other services or expenses by the stored value within the limits of the law. The "Easycard" ticket is a regular card. If other ticket types are issued in the future, the application requirements will follow the standards set by EasyCard and the Bank and the latest announcement.

3. Autoload: Refer to the agreement between Cardholder and the Bank. When using the Easycard of Debit Easycard, Cardholder could use connected autoload equipment (refer to Easycard value-added equipment AVM and small spending equipment currently, **but non-connected equipment such as MRT, Maokong Gondola, Taiwan Railway and parking lot do not provide the service of autoloading**, if there is any changes in the usage limitation scope, it would be according to the announcement from Easycard Company's website) to pay for current spending when the balance is insufficient or less than NT\$100.00. The certain amount is loaded to Easycard automatically, and assigned deduction account from Debit Easycard. The effectivity of autoload would be the same as Cardholder's Debit card transaction.
  4. Balance Transfer: Refer to balance clearing of "Easycard" in Debit Easycard, and transfer the balance to Cardholder's assigned debit account, but if the balance is NT\$0.00, Cardholder agrees to take it as a debit deduction and will be charged to Cardholder's assigned debit account. It takes thirty working days for the balance transfer to be processed.
  5. Authorized Institution: Refer to the written terms and conditions by Easycard Company, which upon the agreement of the Cardholder, he/she could use Easycard to buy products, services, make payments to governmental agencies and other payments approved by the competent authority.
  6. Deferred Product or Service: Refer to goods or services that are traded with a promise to complete a major payment obligation within a specified period of time, rather than as a lump sum payment...
- (2) Easycard Use
1. Easycard could be used without opening an account. The available amount of new/ replaced/ renewed Debit Easycard's Easycard is zero. Cardholder shall complete the password change for the received card, if Cardholder would like to use the autoload service.
  2. Card holder could use the stored money in Easycard to pay in the specific scope according to the "Easycard agreed terms" from Easycard Entity or announcement from Easycard Company. Please refer to the website: [www.easycard.com.tw](http://www.easycard.com.tw).
  3. Easycard could be used by loading value repeatedly. The maximum value limit that can be loaded per card is according to the announcement of Easycard Entity (currently the maximum stored balance would be NT\$10,000.00), and the methods of loading the card is as follows:
    - (1) Autoload: If Cardholder uses an autoloaded Debit Easycard to proceed with a transaction, and the balance is insufficient to pay the current expense or lower than NT\$100.00, it would autoload via connected autoloading equipment (refer to Easycard loading equipment AVM and small spending equipment currently, **but non-connected equipment such as MRT, Maokong Gondola, Taiwan Railway and parking lot do not provide autoloading service**; if there is any changes in the limitation scope, it would be according to the announcement from Easycard Company's website). The amount of autoload to Easycard is NT\$500.00 or any multiple of it from Card holder's assigned debit account. The scope, amount and limitation of autoloading features shall be set up according to the law's regulations, Easycard Entity and the standard set by the Bank and the latest announcement. There is no additional charge on autoloading Easycard.
    - (2) Manual: The Easycard could be loaded by cash at the assigned authorized institution by Easycard Entity or the transportation service counter or other location. The amount of loading would be NT\$100.00 or its multiples.
    - (3) Machine: The Easycard could be loaded by Easycard loading machines (AVM) and Easycard vending/ loading by cash at the assigned locations by Easycard Entity(including but not limited to MRT stations and private parking lot).The amount of every loading would be NT\$100.00 or its multiples.
  4. Expiration of Card: The validity period of Easycard is the same as the Debit card's validity period. When the Debit Easycard expires, the function of the Easycard and autoload would be terminated as well.
  5. **There is no interest on the stored balance in Easycard**, and all trust would be handled by Easycard Company, to ensure the right of Cardholder.
  6. Non-Transfer of the Balance in Easycard: When the Debit Easycard is reissued/renewed or damaged, the stored value of Easycard cannot be transferred to the reissued or renewed card or other type of card. Only the equivalent amount could be transferred into Cardholder's assigned debit account.
  7. When using Easycard to proceed with a transaction at an authorized institution, the maximum transaction amount is NT\$1,000.00 and the daily maximum amount is NT\$3,000.00 per card. When the payment is for government fees and public utility fees, tuition expense, medical expense, transportation expense (including cable car and public bike), parking lot fees and fees of other service, and there is no daily amount limitation of cumulative transaction and no amount limitation of transaction per order when it matches government policy and has public interests that is approved by the competent authority.
  8. Cardholder may not modify Debit Easycard by any methods by oneself or any other party, including but not limited to disassembling the card to take out the clip, antenna, or tampering with the stored software and information in the card. If Cardholder is in violation of this, Cardholder shall be liable for it. And if the action has caused any fees, expense, loss or damages to the Bank or Easycard Company, the Bank or Easycard Entity has the right to request the reasonable fees and compensation from Cardholder.
  9. If the contact address or other contact information that are filled in the application of the Bank's Debit Easycard is changed, but the Cardholder does not notify the Bank and Easycard Company, the latest contact address or the contact address indicated on the application form would be the delivery address that will be used by the Bank or Easycard Company. After the Bank or Easycard Entity sends a services relevant document or notification to the Cardholder's address of last contact or the contact address indicated on the application, it would be presumed as qualified delivery during the usual postal period.
- (3) **The misplacement, theft, damage or other loss of possessions of Debit Easycard.**
1. **Debit Easycard is the property of the Bank. The cardholder has the responsibility to maintain proper custody of the card, and prevent it from being misplaced, stolen, fraudulently used, damaged or possessed by any third party. The cardholder shall also avoid disclosing card-related information to others.**
  2. **If the Debit Easycard is lost, stolen or in any way lost the possession (hereinafter referred to as "lost"), the cardholder must notify the Bank or other organizations designated by the Bank as soon as possible to report the loss and have it stopped immediately, and suspend its autoload function. Refer to the Bank's regulations on Debit card terms and condition on cardholders' rights and obligations in the event that the card is lost and their related rights and responsibilities of deductibles.**
  3. **For the Easycard function, the loss from misuse of existing Easycard balance within the first three hours after reporting the loss shall be borne by the cardholder. Within 20 working days after cardholder completes the loss report, 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 the Easycard Corporation as of "three hours after the loss is reported". Any remaining balance will be refunded back into the cardholder's designated account. However, if the deposit balance which are recorded in the system are negative as of three hours after the loss report, regardless of whether the use of autoload function is activated, the cardholder agrees to view the negative fees as debit deduction and have it collected by the Bank from the cardholders' designated accounts.**
- (4) **Replacement, renewal and suspension of the Debit card with the Easycard services.**
1. **If Debit Easycard is lost, the Bank shall reissue a new card with exactly the same functionality but Easycard balance is zero**
  2. **If the Debit Easycard is rendered unusable due to smudges, demagnetization, scratches, malfunction or damages of any kind, the cardholder may apply to have a new card issued. The autoload and Easycard functions of old cards are also terminated. The cardholder shall keep the card and the chips on the cards intact and proceed to the Bank's services units for application for replacement. The new replacement card shall have an Easycard balance of zero. Within 30 days after the Bank receives the old card, the Easycard's balance in the old card will be credited into the account designated by the cardholder. However, if the balance is negative, the cardholder agrees to view the negative fees as the debit deduction and have it collected by the Bank from the cardholders' designated account.**

3. When a Debit Easycard expires, the Easycard function will be rendered unusable and the autoloading function is also terminated. Except for any matter which can terminate the agreement of the Debit card with the Easycard service, the Bank agrees to issue a new card with the same functions and with an Easycard balance of zero. Within 30 days after the Bank receives the expiring old card, the Easycard's balance in the old card will be credited into the account designated by the cardholder. However, if the balance is negative, the cardholder agrees to view the negative fees as a debit deduction and have it collected by the Bank from the cardholders' designated account.
  4. The cardholder shall keep the card intact and bring it back to the services unit of the Bank for suspension and "balance transfer" of the card. When Debit Easycard is deactivated, the autoloading function of the Easycard and Easycard's functions are also terminated.
  - (5) **Easycard suspension and procedures for processing Easycard balance**  
When the Easycard function is suspended, Easycard's autoloading function is, too. The cardholder can request all the balance in the Easycard to be refunded through the following channels:
    1. Take the card and personal identification document to the Easycard customer service center in person. The balance in the Easycard will be refunded in cash but minus the processing charge for the termination. The function of the Debit card still remains valid.
    2. Use an ATM 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 valid.
  - (6) **Procedures for transaction records and card balance queries**
    1. The cardholder can check the balance in the Easycard or the latest six transactions records by placing the card on the "Easycard inquiry machine" or visit the information desks located in each MRT station. If you have any questions about Easycard transactions, please contact the customer service of the Easycard Corporation by dialing: 412-8880 (or 02-412-8880 for mobile phone users and users in Kinmanand Matsui area).
    2. The Bank shall show the autoloading dates and amounts of Easycard transactions via the Debit cards in the Debit card bill of a cardholder.
    3. If the cardholder has any doubts regarding the balance, he/she may raise a validation request to the Bank by submitting a "Declaration" along with relevant documents within 60 calendar days after the transaction.
    4. 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 cannot be resolved with the associated merchant. The cardholder can submit the transaction certificates (such as original copies of purchase order of the deferred goods or services, original copies of invoices or other certificates which can prove the transactions) and the original card used for the purchase to the Easycard Corporation. After verifying, the Easycard Corporation is responsible to return payments to the cardholder.
  - (7) **The reasons for suspension or termination.**  
When the cardholder is found to have the following situations or other conditions which can violate the terms and condition, the Bank may directly suspend or terminate the Cardholder's Easycard, and the autoloading function is terminated in the meantime:
    1. The cardholder used Debit Easycard to purchase the illegal products or services in the operation scopes and associated merchant of "Easycard" or at the locations specified by the Bank.
    2. The cardholder, together with the third party or the associated merchants created fictitious transactions or committed fraud, or exchanged the card for cash, loans or any illegitimate gains.
    3. The cardholder violated the Bank's Debit card's terms and condition or that the Bank suspended the Cardholder's right to use the Debit card or directly terminated the Debit card's agreements or suspended the card.
  - (8) **Procedures of processing the fees payable**  
Except the terms and condition otherwise stipulated, any processing fees, charges and other fees that the cardholder is liable to pay under these terms and condition shall be claimed collectively as Debit card with Easycard services payables. However, charges for the termination request by the cardholder himself shall be collected by Easycard Corporation either separately from the cardholder or directly from the cardholder's EasyCard balance. The payable charges shall be paid in accordance with the "Easycard Agreed terms" of the Easycard Corporation.
  - (9) **Amendments**  
All the further changes and revisions shall be effected in accordance with the regulations agreed upon with the Bank on the use of the Debit card.
  - (10) **Miscellaneous**  
Except for the regulations listed in the terms and condition, any other functions of Easycard associated with the Debit card with the Easycard service that are not explained here shall be governed by the agreement on the use of the Bank's Debit card, "Easycard Agreed Terms" of the Easycard Corporation and other related announcements.
- 7. The terms and condition regarding withdrawal in person**
- (1) All withdrawal transactions must be made by presenting a passbook, authorized specimen chop and the password set by the Depositor, or the Bank may reject the said withdrawal. The balance excludes withholding loan Trustor and interest, utility fees and income tax.
  - (2) In the event that the Depositor forgets the withdrawal password, the Depositor is required to proceed with password change with the Bank by presenting his/her own ID card and the original authorized specimen chop.
- 8. Interbank payments**
- (1) All interbank withdrawal transactions (different branch of the Bank) must be made by presenting a passbook, authorized specimen chop or with the agreed method (the interbank withdrawal password). Otherwise, the Bank may reject the withdrawal request, and the balance excludes withholding loan Trustor and interest, utility fees and income tax.
  - (2) Except otherwise agreed upon, the total amount of withdrawal and transfer in the interbank units of the Bank may not exceed the limits set by the Bank. In addition, the limit amount in this paragraph shall be disclosed on the Bank's website. However, the adjustment shall be publicly announced in the Bank's services places or on the website.
  - (3) In case the Bank's computer connection operating system fails, the interbank payment will be out of service temporarily, and the Depositor shall make the withdrawal from the branch where the account was opened.
  - (4) The Depositor shall report the loss of passbook and the loss and change of authorized specimen chop to the branch where the account was opened; the change and deactivation of password for the withdrawal shall be done in any services units of the Bank, which will not take effect until the procedures are completed. The Bank shall not be liable for the Depositor's loss resulting from his late report of such loss or theft. Those withdrawals made by others using the password while the said loss hasn't been reported by the Depositor to the Bank will be regarded as the Depositor's withdrawal.
  - (5) The Depositor can make passbook update and transactions in the interbank of the Bank with the passbook, and apply to have a new passbook reissued if necessary. After the interbank unit checks the authorized specimen chop without error and prints the account name and account number with the terminal, the Depositor may make the withdrawal in all interbank units with the passbook.
  - (6) In case that the Depositor forgets the withdrawal password, the Depositor is required to handle the procedures of password change to the Bank with ID card and the original authorized specimen chop. The Depositor agrees to provide password verification when withdrawing money from the Bank if he/she has agreed to show the interbank withdrawal password.
- 9. Telephone voice service system**
- (1) The Depositor may apply, change, cancel and reactivate the Bank's telephone voice service system with the ID card and authorized specimen chop in any services units of the Bank.
  - (2) After the Depositor applies to the Bank for telephone voice service (hereafter referred to as the Service), the Bank will issue the password letter for the Service. To ensure the Depositor's rights, he/she shall use the touch-tone telephone to change the password into his/her own password immediately.
  - (3) The effect of the transfer and the fax of account information by using the password through the Service is equivalent to that of the transfer that the Depositor

makes by using the passbook and withdrawal slip with the authorized specimen chop.

- (4) **The Depositor shall use the selected password to access such transactions as relevant account balance check, money transfer, fax, fund daily-transaction, profit and loss check and fund fax through the Service. The Bank is only responsible for checking whether the account number matches the password. If they are matched, the Bank may proceed according to this telephone instruction. After the Service, the Depositor shall not make any claim to the Bank if there is nothing that the Bank should be liable for.**
- (5) **The Depositor shall verify the transaction results by using the after telephone transfer service, and verify the balance after receiving the statements sent or faxed by the Bank. If there is any doubt, the Depositor shall check with the Bank within 7 days; otherwise, the balance shown on the computer shall govern.**
- (6) The function of real-time transfer and consolidated deposit converting time deposit is available for 24 hours on this Service.
- (7) The function of consolidated deposit converting time deposit is not available on the non-services day on the Service.
- (8) The Depositor shall transfer money into any check deposit account or demand deposit account in any of the Bank's services units without prior agreement; however, if transferring into the account of a third party or other banks of the Bank, the Depositor shall confirm in advance in writing or by signature and the number of accounts to be transferred to is subject to the Bank's regulations.
- (9) When using the Service to make a transfer, the Depositor shall follow the regulations and limits below:
  1. The transfer amounts are not restricted when the Depositor transfers money into other accounts in the Bank.
  2. There is a maximum transfer limit for each transfer and services day (including the scheduled transfer amounts of that day) when the Depositor transfers money into the accounts of a third party of the Bank or other banks.
- (10) The scheduled transfer function of the Service is from the next day to the corresponding day of the next month (within one month) and the effective time is set at 0:00 of the scheduled transferring day. If the money is insufficient for the transfer or any unforeseen event happens, the transaction will be canceled automatically without the Bank's further notice.
- (11) The scheduled transfer transaction shall be canceled at 24:00 prior to the day of the scheduled transferring day (not limited to the services day) with the account number, password, scheduled transferring date and scheduled transferring number.
- (12) If the scheduled transferring day set by the Service happens to be a non-services day due to unexpected cases, the transfer transaction will be postponed to next services day, and the above amount will not add to the maximum transfer limits of the next services day.
- (13) The Depositor shall keep the password secret, and he/she may change the password at any time by using the Service.
- (14) If the Depositor forgets the password, he/she shall apply to any services unit of the Bank for the phone voice password letter and handle in accordance with the 2<sup>nd</sup> paragraph of the agreed terms. The scheduled transfer transactions set by using the old password are still valid.
- (15) To protect the Depositor's rights, after 3 incorrect entries of the phone banking password, the system will automatically suspend the following voice service (excluding the scheduled transfer transactions) and the Depositor shall apply to have the system activated at the Bank where he/she opened the account.
- (16) When the Depositor closes his account and terminates the phone voice service, the functions of the Service will automatically terminate, such as balance checking, transaction statements faxing, phone transfer and all the scheduled transactions.
- (17) the Bank is not responsible for the errors, delay or any loss arising from the Depositor's mistakenly filling in the application information, computer telecommunication line failure, a third party's action, Act of God or other unforeseen events.
- (18) the Bank shall suspend the Service of this system due to the system or the telecommunication line failure. Before the system restores, if the Depositor makes the withdrawal using the passbook and the authorized specimen chop, the Bank may suspend the payment temporarily before confirming the last deposit balance.
- (19) The Depositor agrees to pay charges and postage fees in accordance with the standard set by the Bank to access the Service. In addition, the Depositor agrees to authorize the Bank to collect the said fees from the deposit account directly.
- (20) the Bank shall announce the above transaction limits and numbers or the limits of every function on the Bank's website and the Bank may adjust depending on the actual services, which shall be disclosed in the Bank's services places or website.

#### 10. Cross-border withdrawal service of IC Debit card Services

- (1) Definition of terms: cross-border withdrawal service of IC Debit card Services: The IC Debit card Services allows the Depositor to withdraw the local currency at the automated service equipment with the logo of the Interbank Remittance System by entering the password of the card.
- (2) **When the Depositor uses IC Debit card to make cross-border withdrawal, the service will be completed after the screen of the automated service equipment shows confirmed, and agrees to activate by entering the agreed password.**
- (3) **The Depositor may make withdrawals or inquire the balance of the IC Debit card at an overseas automated service equipment, which shall be restricted to the services and services hours provided by the system and equipment, and shall comply with local regulations. The Depositor agrees that the Bank may directly deduct payable expenses derived from such usage from the Depositor's TWD deposit account.**
- (4) **When the Depositor withdraws cash at an overseas ATM, it is paid in the local (withdrawal place) currency, and he/she may 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 Depositor also agrees to pay the Bank additional charges on cross-border transactions. The charges are subject to the judgment of the clearing agent. The withdrawal charges are as follows:**
  1. **Japan: (withdrawal amount in Japanese Yen ×0.8%) + ¥\$150Yen, and every transaction may not be less than ¥\$390.**
  2. **Hong Kong and Macau: NTW\$100 for every transaction.**
- (5) When the Depositor uses the IC Debit card to make cross-border withdrawal at the automated service equipment, the equivalent limits of every transaction and the withdrawal amount will be based on the maximum amounts of domestic interbank transaction, and will be handled in accordance with regulations on foreign currency of the Central Bank.
- (6) When the Depositor's IC Debit card is retained by the automated service equipment in foreign countries, the Depositor shall contact the Bank to suspend the service. In addition, he/she shall show passport and related identification card to the local financial institutes with the automated service equipment within 24 hours. Then the Depositor may retrieve the card after checking or apply to the original bank for a new card after returning to the domestic country.
- (7) If any question arises from the foreign withdrawal amounts, the Depositor shall take the transaction certificate to carry out the related procedures to the Bank where the account was opened.

#### 11. Miscellaneous

- (1) If the Bank determines that the Depositor's account may have been used improperly, the Bank may terminate the Depositor's use of any ATM Card, telephone voice service and other electronic payments forthwith. The Bank Card shall be collected and cancelled.
- (2) If there is any litigation arising from the terms and condition, both parties agree that the local court where the head-office of the Bank is located or where the branch office has services transaction with the Depositor will be the court of first instance. However, it may not rule out the use of the jurisdiction for small claims in Article 47 of the Consumer Protection Act or Article 436 of the Code of Civil Procedure.
- (3) the Bank's complaint service line
  1. Toll-free service line: 0800-085-134.
  2. Fax: (02)5555-9168.
  3. E-MAIL: [s0800085134@sunnybank.com.tw](mailto:s0800085134@sunnybank.com.tw)
- (4) The Depositor agrees to use the last written address agreed upon as the delivery address of related documents. If any change in the address, the Depositor shall notify the Bank in writing or by other means agreed forthwith and agrees to have the Bank use the revised one as the new delivery address. In case the Depositor fails to notify the Bank in writing or by other means agreed upon, the Bank will still use the last written address agreed upon by Depositor as the delivery address, and when the notification has been sent out, it will be deemed as legally received after the normal period of delivery time.
- (5) Other issues not specified shall be handled in accordance with the agreement with the Bank on TWD demand deposit account, related financial laws, the

## Chapter VI. Online banking

### • Online banking service agreement

Hereby to facilitate the Depositor to file the application and use the Bank's online banking (including Mobile Online banking) services (hereafter "the Services"), both parties agree to comply with the following terms and conditions which are agreed upon.

#### 1. Bank Information

- (1) Bank Name: Sunny Bank Ltd.
- (2) Complaint and Customer Service Hotline: 0800-085-134
- (3) Website: <http://www.sunnybank.com.tw>.
- (4) Address: No. 88, 90, Sec. 1, Shipai Rd., Beitou Dist., Taipei City.
- (5) Fax: (02) 5555-9168
- (6) Bank Email: [s0800085134@sunnybank.com.tw](mailto:s0800085134@sunnybank.com.tw).

#### 2. Application of terms and conditions

This agreement constitutes the general terms and conditions of the services. Unless otherwise provided in individual contracts, the provisions of this agreement shall govern. Individual contract may not conflict with this agreement, unless the individual contract provides more favorable protections for the Depositor. In case of any ambiguity with any clause of this agreement, an interpretation shall be made to the Depositor's favor.

#### 3. Definitions of Terms

- (1) "Online banking Services" means any financial service that may be acquired directly from the Bank by the Depositor by connecting the Depositor's computer with the Bank's computer through the Bank's dedicated network or value-added network, without visiting the Bank counter in person.
- (2) "Electronic Documents" means a record generated by the Depositor or the Bank through network transmitted text, sound, graphics, image, symbol or other data in an electronic format or other means that cannot be directly identified by human cognizance for the purpose of electronic processing. (The Electronic Documents referred to in this agreement includes, but is not limited to, emails.)
- (3) "Digital Signature" means a certain length of digital data computed from an Electronic Documents through arithmetic or other methods and encrypted by the signatory's Private Key, forming an Electronic Signature that may be verified through a Public Key.
- (4) "Certificate" means a proof in the electronic form with signature certification data that can be used to verify the signatory's identity and qualification.
- (5) "Private Key" means, among a set of matching digital data, the part that is kept by the signatory and used to generate a Digital Signature.
- (6) "Public Key" means, among a set of matching digital data, the part that is public and used to verify the Digital Signatory.
- (7) "SSL (Secure Socket Layer) security mechanism" means a communication encryption mechanism used when the data are transmitted on the Internet, which can ensure the integrity and confidentiality of the transmitted data.
- (8) "Mobile Online banking Services" means the Depositor can acquire any financial service directly from the Bank without visiting the Bank counter in person by using signal operation of telecommunications network through various smart phones or smart mobile devices (herein referred to as mobile phones or device equipped with an open operating system which can input data, software programs, access and extended functions, etc.) to connect to the Bank's computer.
- (9) "One Time Password, OTP, and security mechanism": When OTP mechanism is used to execute transaction or for certain services, the system will automatically send one set of OTP password to the mobile phone number set by the customer. To ensure the security of Internet transaction, the OPT password transmitted is generated by random numbers, and the password is valid for said transaction only.

#### 4. Confirmation of website and webpage/download of Internet Bank application program

Depositor shall make sure the correctness of the website of the Bank Online banking (<https://www.esunnybank.com.tw/sunnyNBWeb/>) before using the Bank's Online banking services, and confirm the correctness of the Mobile Online banking APP (application program) or website download/installation/access method before using the Mobile Online banking services. (If having any ambiguity, please contact the Bank's services unit or Information Department of the Bank's head office ((02)2820-8166))

the Bank shall inform the Depositor of the risk of the Online banking application environment in a way that the general public can understand.

the Bank shall perform its duty of care as a prudent manager, maintain the correctness and security of the APP services on the Website or Mobile devices at any time and shall always be aware of whether there are forged web pages to avoid damaging the Depositor's rights and interests.

#### 5. Service available

the Bank shall specify the services provided in the agreement, and shall ensure the correctness of relevant information on the Bank's website. The obligation to Depositor may not be less than the provisions stated in the Website. The above-mentioned services are subject to the services provided by the Bank's online banking and Mobile Online banking.

#### 6. Internet Connection

The Depositor and the Bank both agree to transmit and receive Electronic Documents over the internet

The Depositor and the Bank shall establish service Agreements with their respective Internet service providers or telecom operators to secure their own rights and obligations; both parties shall bear the expenses incurred for accessing the internet themselves.

#### 7. Receiving and Responding to Electronic Documents

Upon receiving the electronic signature or Electronic Documents agreed by the Depositor and the Bank as a proper means of identification, the Bank shall provide the Depositor with key information of the transaction Electronic Documents on the webpage (except for inquiries) for reconfirmation before proceeding with verification and execution. The results of the verification and execution shall be notified to the Depositor by e-mail or other means agreed upon.

In the situation where the Depositor or the Bank is unable to determine the identity of the Depositor or the contents of the Electronic Documents sent by the other party, the Electronic Documents shall be considered to have never been sent. However, if the Bank is able to confirm the identity of the Depositor, the Bank shall notify the Depositor, by e-mail or by other means agreed upon, of the fact that the contents cannot be identified.

#### 8. Refusal to take Action in Accordance with Election Document

**the Bank may not execute any received Electronic Documents if any one of the following situations occurs:**

1. Where the Bank has reasonable doubt as to the authenticity of the Electronic Documents or the correctness of the instructions.
2. Where the Bank may be at risk of violating laws or regulations should it choose to process the Electronic Documents.
3. Where the Bank is unable to debit from the Depositor's account for the amount payable, for the reasons that are attributed to the Depositor.

**If the Bank refuses to execute instructions on the above-mentioned Electronic Documents, the Bank shall notify the Depositor of the reasons and situations of refusal via Electronic Documents. The Depositor may verify with the Bank via a phone call after receiving the notice.**

**However, the electronic signal problems caused by poor transmission quality of mobile communication operators is not within the scope of the Bank's responsibility.**

#### 9. Timeframe for Electronic Documents Exchanges

The Electronic Documents submitted by the Depositor will be automatically processed by the Bank's computer. The Depositor cannot recall a submitted Electronic Documents once it has been confirmed by the Depositor according to the clause described in Article 7, Paragraph 1. However, for those scheduled transactions that are yet to fall due, the Depositor can recall or amend them within the deadlines specified by the Bank.

If Electronic Documents are delivered via the internet to the Bank and arrive in the Bank's computer systems after services hours (Monday to Friday 8:30~15:30, except for the day when the Bank is closed according to regulations), the Bank shall immediately notify the Depositor by Electronic Documents that the transaction will be automatically arranged to be processed on the next services day or by other agreed methods.

#### 10. Fees

From the first day of using the Services, the Depositor agrees to pay service fees, handling charges, and postage/telegraphic transfer fee according to the standard rates stipulated by the Bank, and authorizes the Bank to collect all fees and charges from the Depositor's account. The Bank may not collect any charges which have not been listed. Any subsequent change to the standard rates mentioned above must be published on the Bank's website in a clear, visible manner, and be notified to the Depositor via transaction statement or Online banking page (hereafter referred to as "Notice" below). If the adjustment described in Paragraph 2 results in a higher rate, the Bank shall provide the Depositor with the option to agree or disagree with the higher rate on its website. If the Depositor does not express its Agreement before the effective date of adjustment, the Bank may suspend some parts or all of the Services offered to the Depositor on the date the adjustment takes effect. If the Depositor agrees to the rate adjustment after the effective date, the Bank will immediately restore the Depositor's access to the online banking (including Mobile Online banking) services in accordance with the Agreement. The Bank shall issue the aforesaid 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.

11. Installation and Risk of Software/Hardware

The Depositor himself shall install all the computer software, hardware, and security-related equipment required to access the Services. The Depositor shall bear all fees and risks associated with the installation. Where the software, hardware and documents in Paragraph 1 are provided by the Bank, the Bank agrees only to have the Depositor use it within the scope of the services, and such software, hardware and documents shall not be transferred, lent, 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. The Bank may request that the Depositor return the supplied equipment mentioned above upon termination of the Agreement, but only if it has been separately agreed upon under special terms and conditions.

12. Depositor's Connection and Responsibility

If there is a special Agreement between the Depositor and the Bank, the connection must be made after necessary testing.

The Depositor shall be responsible for keeping in custody the username, password, certificate and other tools for identification which are provided by the Bank. After four consecutive incorrect entries of the username or password, or the authorization password is not used to login to the Online banking and change the authorization password within one month, the system will automatically suspend the Depositor's access to the Services. If the Depositor intends to use the Services again, the Depositor must apply for the new password according to the Agreement.

13. Transaction record review

For every instruction processed, the Bank shall notify the Depositor of the outcome via Electronic Documents or agreed methods by both parties. The Depositor shall check such outcomes for errors. Any inconsistencies must be reported to the Bank in writing within 45 days after the transaction is completed for further investigation. The Bank shall provide the Depositor with a statement of transaction in the previous month on a monthly basis via ordinary letter or Electronic Documents. (No statement will be provided when no transaction takes place within any given month.) The Depositor shall verify all items listed in the transaction statement and report any errors found in written format within 45 days after receiving the statement. The Bank shall immediately conduct an investigation upon receiving the Depositor's report. The Bank shall inform the Depositor of the situation and results.

14. Response to Errors in Electronic Documents

If the Depositor encounters any errors in Electronic Documents that are not attributable to the Depositor, the Bank shall assist the Depositor to rectify the error and offer other assistance as deemed necessary. In case the errors are attributable to the Bank's mistakes, the Bank shall rectify immediately upon being informed, and simultaneously notify the Depositor of such errors via Electronic Documents or other agreed methods.

In the event that, during use of the Services, the Depositor encounters any errors in Electronic Documents that are attributable to the Depositor, such as the Depositor transferring funds into the wrong account or in a wrong amount by entering an incorrect bank code, account number, or amount, the Bank shall provide the following assistance immediately upon being notified by the Depositor: 1. Provide details related to the transaction in accordance with relevant laws and regulations. 2. Notify the receiving bank for assistance. 3. Report the results processed.

15. Authorization and Responsibilities Associated with Electronic Documents

The Depositor and the Bank shall ensure that all Electronic Documents transmitted to the other party are legally authorized.

If the Depositor or the Bank discover any misuse or theft of username, password, certificate, private key, or any unauthorized situation by a third party, the Bank and/or the Depositor shall notify the other party by phone call, in writing or other agreed means to suspend the use of the services and take the necessary precautions. The Bank shall be responsible for the outcome of the third party's use of services before the notice is received. This however excludes any of the following cases:

1. the Bank is able to prove that the misuse is due to the Depositor's intentional or negligent act.
2. The misuse happens more than 45 days after the Bank transmits transaction data or an account statement in the way agreed by both parties.

However, special circumstances (e.g. long-distance travel, hospitalization, etc.) where the Depositor 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.

16. IT System Security

Both the Depositor and the Bank 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.

Where there is a dispute over whether the Bank's protective measures have been breached or its security vulnerabilities have been exploited by a third party, the Bank is responsible for providing evidence proving that such incidents did not occur. The Bank is liable for compensation to the Depositor for any damages ensuing from third-party intrusion into its information systems.

17. Obligation of Confidentiality

Except as otherwise stipulated by law, the Bank must ensure that the Electronic Documents exchanged with the Depositor 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 the purposes unrelated to the Agreement. If the Depositor 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. A third party's failure to comply with the confidentiality requirements mentioned in the preceding paragraph is deemed as a violation of the Bank's obligation.

18. Damage Compensation

**the Bank and the Depositor 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.**

19. Record keeping

Both the Bank and the Depositor shall retain all electronic documents that contain trading instructions. Both parties shall also ensure the authenticity and integrity of the retained records.

the Bank shall exercise due diligence in managing the above-mentioned records. The records shall be kept for at least five years, or for a longer period if otherwise stipulated by law.

20. Validity of Electronic Documents

**Both the Depositor and the Bank agree to use Electronic Documents to be the regulation methods. The Electronic Documents exchanged based on the Agreement have the same effect as those of the written documents, unless it is otherwise stipulated by law.**

21. Termination of the Agreement by the Depositor

**The Depositor can terminate the Agreement at any time, but the termination shall be made in writing in person.**

22. Termination of the Agreement by the Bank

**When the Bank terminates the Agreement, it shall notify the Depositor in writing 30 days before the date of expiration. If the Depositor has one of the following situations, the Bank may terminate the Agreement at any time in writing, by e-mail, or a method agreed to by the Depositor and the Bank.**

- (1) The Depositor arbitrarily transfers the rights or obligations of the Agreement to a third party without the Bank's consent.
- (2) The Depositor applies for the declaration of bankruptcy in accordance with the Bankruptcy Law or applies for debt rehabilitation and liquidation in accordance with the Statute for Consumer Debt Reform.
- (3) The Depositor violates Article 15 to Article 17 of this Agreement.
- (4) The Depositor violates the other terms in the Agreement and fails to rectify or fulfill within the timeframe specified by the Bank after prompting by the Bank.
- (5) When the Bank determines that the account is suspected to be used in improper conditions, the Bank may directly terminate the Depositor's Internet transfer.

23. Miscellaneous

- (1) When applying for this service, the Bank will issue a "password letter" to those using it. The Depositor may directly change the password into your own password on the Bank's website in the same way as the first time of using this service or if having any doubt of password leaking. The Depositor should keep it in good custody and keep it confidential.
- (2) The Depositor agrees to follow the certificate center specified by the Bank (Currently, it is TAIWAN-CA INC.) as the certificate center of this service for update and complete it in accordance with the security control software and operation manual issued by the Bank (or downloaded by the Depositor from the Bank's website).
- (3) The Depositor agrees to follow the related regulations of certificate operation in the certificate center, such as the time and date of expiration and update and the fee amounts. The Depositor shall be responsible to pay the fees for applying and update collected by the certificate center.
- (4) Any damage caused because the Depositor does not keep the private key or the certificate in good custody and as a result are stolen and forged is borne by the Depositor himself. The Bank shall not be held liable for any compensation.
- (5) The Depositor agrees that the termination of electronic signature certificate is not complete unless he/she processes it in the certificate center and cancels the certificate in the designated services unit of the Bank. Any damage arising from it will be borne by the Depositor.
- (6) **Regulations regarding applying, change or canceling the agreed transfer accounts**
  1. **If applying, changing or canceling the agreed transfer-out account, the Depositor shall submit the written application form. The application will not take effect until the Bank completes the login process in the computer.**
  2. **If the Depositor wants to set the agreed transfer-in account on the Internet, he/she shall submit the written application form to the Bank in advance. The Depositor does not add or cancel the transfer-in account until the Bank completes the login process in the computer.**
  3. **Applying for or changing new agreed transfer-in accounts is activated on the next day of the application date.**
- (7) The interest rate, exchange rate, and net asset value, etc. inquired from this service are just for reference. The actual price is subject to the board rate or agreed rate of the Bank when closing the deal.
- (8) **Regulation regarding the limits of Internet transfer:**  
**The limits of transfer scope, amounts and numbers of the electronic transfer are subject to the competent authority and the Bank, and the Depositor shall not have any objections. For the adjustment, the Bank shall not notify individually, but shall publicly disclose or announce it in the Bank's services place or website.**  
**Regarding the transfer transaction limits, accumulated transaction amount limits and transaction numbers, the limits of passbook non-update, or all transaction functions, the Depositor is willing to comply with such, and the Bank shall disclose on the Bank's website for checking. The above transfer amount limits include those through bankcard and Online banking (mobile Internet bank is included), which are calculated together for the daily accumulated amount.**
- (9) In case that the Internet transfer is an interbank transaction, the Depositor agrees that the Bank is not responsible for the damage arising from the other bank. In addition, the Depositor agrees that the transfer will return to the original transfer-out account if it does not enter into the transfer-in account.
- (10) Contact the Bank immediately after the Depositor sends an electronic transaction request and does not receive the response from the security control or language verification.
- (11) The Depositor agrees all the transfer-out payment and transfer-in amounts through the Internet after the services time of the Bank shall be credited the next day. As to the transfer into other banks, the regulations of such banks will be followed.
- (12) **The authorized transfer (scheduled transfer) time is set to take effect at 0:00 of the transfer date. If the deposit is insufficient and some unforeseen incidents happen, the authorized transfer will be canceled automatically without the Bank's further notice. If such unforeseen incidents happen, and the transfer day happens to be a non-services day, the above authorized transfer will be postponed to the next services day, and the above amount will not be added to the maximum transfer limits of the next services day.**
- (13) When the Depositor designates the transfer-in account, he/she is required to go to any branch of the Bank to handle it with the authorized specimen chop of any designated transfer-out account and stamp the original authorized specimen chop. Those which have designated transfer-out accounts can conduct all the transfer-in accounts.
- (14) **Regarding the fees to the financial information system arising from using interbank electronic connection in the Agreement, the Depositor authorizes the Bank to debit automatically from the preceding account in accordance with the interbank participation regulations and processing rules of the financial information system.**
- (15) If the specimen chop on the later documents that the Depositor applies to the Bank about this service matches with the original authorized specimen chop that the Depositor has kept on any designated transfer-out account, the document shall be effective.
- (16) In case that the Depositor pretends to be someone else to apply for this service, he/she may be liable for all the responsibilities.
- (17) The Depositor shall inform the third party with whom he/she has transactions that he/she shall not request any claims to the Bank arising from the term herein during the transaction periods. For those requested claims, the Depositor shall take all available steps and legal procedures against the claims requested by the person to the Bank and prevent the Bank from being affected unfavorably. The Depositor shall be liable for compensation for not fulfilling the above two duties which as a result may do damage to the Bank.
- (18) If accidents happen to both parties and cause damage to the third party, the liability for damage is stipulated as follows:
  1. In the event of a cause attributable to one party, that party shall be responsible.
  2. In the event of a cause attributable to both parties, the liability for damage is divided in proportion according to the negligence of both parties.
  3. In the event of force majeure or a cause not attributable to both parties, both parties are not liable for damages.
- (19) If the Bank is unable to provide services due to special events (such as routine maintenance), the Bank shall announce it on the website 7 days prior to the said special event/circumstance.
- (20) When accessing some services in this Agreement, the Depositor agrees not to use certificate or bankcard to verify identification for the purpose of convenience and being fast. Instead, the Depositor may use encryption and decryption security mechanism of SSL (at least 128bit encryption) to transmit electronic documents. The Depositor may not claim or defend that the Electronic Documents is incomplete, incorrect, flawed, invalid or false as a result of not using certificate or bankcard for verification. Using encryption and decryption security mechanism of SSL is based on the services set by the Bank. The transaction mechanism is in accordance with the specification of the competent authorities.
- (21) If the Depositor plans to change the transfer-out/transfer-in account of this service and electronic signature certificate information, or to reissue the password or other related information, he/she shall inform the Bank in writing, which will not take effect until the Bank completes the computer login.
- (22) In case of system maintenance, failure or telecommunication line disconnection, the Bank has the right to suspend or restrict the Depositor from accessing this service at any time.
- (23) The contents of this service are about information inquires, statements of foreign currency account and TWD transfer transaction. The Depositor is required to fill in the related Agreement and handle in accordance with the clauses of the Agreement when applying for foreign exchange, foreign currency transfer

transaction or fund transactions. If the above-mentioned TWD transfer transaction is a domestic interbank transfer, charges are collected in accordance with "Statements of Transaction Charges of all Automatic Service Equipment" disclosed on the Bank's website.

- (24) If the Bank finds that the Depositor's account has been used improperly, the Bank may directly terminate the Depositor's access to the website for transfer or electronic payment for other transfers.
- (25) The Depositor must apply to the Bank for Online banking before accessing the mobile Online banking service. In addition, the Depositor must login in the mobile Internet bank for all service functions by entering the username and password and the actual service is subject to the services provided by the Bank's mobile Online banking system currently and in the future. Every transaction specification and service setting on the mobile Internet bank (such as limit amount of transfer, scheduled transfer-in and transfer-out accounts..., etc.) is the same as those of Online banking and is calculated together. All current settings and designated accounts (such as transfer-in and transfer-out accounts) or added and changed accounts on the Internet bank are the same as those on the mobile Internet bank. Incorrect entries of username and password are calculated together with those on the Online banking. In addition, if the customer terminates Online banking, the mobile Online banking service will terminate accordingly. The username and password are applicable to the Online banking and mobile Internet bank, which may not be accessed at the same time with the same username and password, however.

24. Amendments

If any changes are made to the terms of the Agreement, the Bank shall notify the Depositor of such changes either in writing or disclose it on the pages of the Internet bank. The Depositor shall be treated as having consented to the change(s) if no objection is raised within seven days. However, if the following issues are changed, the Depositor should be notified in a written manner 60 days before the change. The notification must include detailed descriptions of the changes and comparisons of the original and revised terms in a clear manner, informing the Depositor of his/her right to object, and the Depositor shall be treated as having consented to the change(s) if no objection is raised during the time. The Depositor shall be told to raise the objection during the time and inform the Bank to terminate the Agreement.

- (1) Changes in the method of notifying the other party in case of theft or misuse of username, password, certificate, private key, or any unauthorized conduct.
- (2) Other matters which are regulated by the competent authority.

25. Service of documents

The Depositor agrees to use the address which is stated in the Agreement as the mailing address for the relevant documents. If the address of the Depositor changes, he/she should immediately notify the Bank of the new address in writing and agrees to use the changed address as the mailing address. If the Depositor didn't notify the Bank of the change of address in writing, the Bank may consider the address specified in the Agreement or the last address provided to the Bank by the Depositor as the delivery addresses.

26. Governing Law

The subject matters shall be governed by the laws of Taiwan, except for those specified between the Depositor and the Bank.

27. Jurisdiction

If a lawsuit arises in relation to this Agreement, both the Depositor and the Bank agree to use the district court of the headquarters of the Bank or the branches of the Bank with services contact with the Depositor as the court of first instance.

28. Title

The titles of this Agreement are set for the easy reading and checking and do not affect the interpretations, descriptions and understanding of the terms in the Agreement.

• **The terms and conditions on applying for the electronic statements/ E-mail**

This is for the Depositor to apply for the Bank's electronic statement service (Hereinafter referred to as the Service). Both parties agree to comply with the following terms:

1. The agreed contents of the electronic statement of the credit card is as follows:

- (1) The electronic statement of the primary credit card is only sent to the cardholder, and the additional credit cardholder can't apply for the statement.
- (2) After the Depositor checks the electronic statement, he/she must make the payment on time before the payment deadline every month. If the delayed payment is caused by the Depositor, he/she shall be liable for the responsibilities. The Depositor may not delay or refuse to pay the bill because of not receiving the physical statement.
- (3) After the Depositor successfully applies for the electronic statement of credit card, the Bank may stop the mailing service of the physical statement and may only send the electronic statement beginning the following month.
- (4) After the Depositor successfully applies for the electronic statement, all the valid credit card statement and those applied for in the future in the Depositor's name will be provided with the electronic statement.

2. The agreed contents regarding the application for a trust electronic statement are as follows:

After the Depositor successfully applies for the credit card electronic statement, the Bank may stop the mailing service of the physical statement and only send the electronic statement beginning the following month.

3. The agreed contents regarding the application for the consolidated electronic statement are as follows:

- (1) The consolidated electronic statement includes the check deposit transaction, Online banking transfer, agreed interest payment of time deposit, transfer by phone call and transaction through fax instruction.
- (2) After the Depositor successfully applies for the consolidated electronic statement, the current services and the new services will be provided by means of electronic statement.
- (3) After the Depositor successfully applies for the consolidated electronic statement, the Bank may stop the mailing service of the physical statement and may only send the electronic statement beginning the following month.

4. Common **terms and conditions**:

- (1) When applying for an electronic bill (statement), it will replace the mailed notification (statement), and will only be sent to the e-mail account designated by the Depositor. In addition, other rights and obligations between the Depositor and the Bank shall not change due to the application of electronic bills (statement).
- (2) If there is a change in the e-mail account designated by the Depositor, it is necessary to fill in this agreement immediately or use the Bank's Online banking to apply for the change with the Bank. If the Depositor fails to perform this obligation which causes any delay or error for the e-mail sending, the loss shall be borne by the Depositor. If the Depositor fails to make changes in accordance with the prescribed procedures, the Depositor alone shall bear the responsibility for the consequences. If the Depositor fails to conduct change according to the provided procedure, the Bank will take the last registered e-mail address of the Depositor as the address for sending the electronic bill (statement).
- (3) When the Bank sends an electronic bill (statement) to the e-mail box designated by the Depositor, once the electronic bill (statement) enters into the mailbox system, it shall be deemed to have been delivered. If the delivery fails due to reasons that are not attributable to the Bank (If the e-mail address designated by the Depositor is wrong, the Depositor changes or cancels the e-mail without notifying the Bank, the designated e-mail system fails, or any other circumstances the Bank does not have control over, etc.), the time when the Bank sends the e-mail shall be deemed as the time the e-mail has been served.
- (4) If the Depositor has any doubts about the information displayed on the electronic bill (statement), the Depositor shall notify the Bank as soon as possible, otherwise the electronic information stored by the Bank shall prevail.
- (5) Both Depositor and the Bank agree to exchange electronic messages in accordance with this agreement. In the trial, arbitration, mediation or other statutory dispute settlement procedures for any disputes that occurred after any event, both parties shall not claim that the electronic message does not have written or signature requirements and is invalid or unfounded. In the trial, arbitration, mediation or other statutory dispute resolution procedures in the preceding paragraph, both parties agree that the relevant information shall be presumed to be certified by the electronic message record kept by the Bank.
- (6) For electronic messages sent or received in accordance with this agreement, if there are any delays, omissions or errors due to reasons attributable to either party, which damages the rights and interests of the other party, the attributable party shall only be liable for compensation for the other party's active damage



- (excluding lost benefits) and its interest.
- (7) If the Bank's electronic bill (statement) system fails or requires maintenance, etc., which causes the Bank not to be able to send it as scheduled, the Bank shall send it as soon as possible after the system is repaired.
  - (8) Termination of services:
    1. Depositor terminates the electronic bill (statement), means the Depositor terminates this service for the part of the services item referred to in the application.
    2. When the Depositor terminates the credit card contract or the trust deed of the Bank trust use and Non-Discretionary Money Trust Investments in domestic and foreign securities of the Bank, it means to terminate the service part of the services activities.
    3. When the Depositor closes all the deposit accounts opened by the Bank, the relevant comprehensive electronic statement service shall be regarded as terminated; if Depositor closes part of the deposit accounts, the comprehensive electronic statement service shall still exist, but the statement will only present the information on outstanding accounts.
    4. If the Depositor uses this service improperly or illegally, the Bank may terminate this service immediately and notify the Depositor of the termination by email.
    5. If the Bank discontinues this service due to services needs, an order from the competent authority or other reasons, the Bank shall make an announcement at the services premises or on the website of the Bank, or notify the Depositor by email 60 days before the discontinuation.
    6. When this service is terminated or discontinued, the paper bill (statement) will be sent to the depositor from the most recent period since the day when this service is terminated or discontinued.
  - (9) Depositor agrees that the Bank has the right to amend this terms and condition at any time, and announce the amendment in the Bank's services premises or on its website. If the Depositor does not express an objection and continues to use the electronic bill, it will be deemed as his/her acceptance of the amended content of these terms and condition.
  - (10) Depositor shall follow the relevant laws and regulations of the Republic of China and all Internet customary practice, and should have no intention and behavior of hacking other systems on the Internet, should not cause damage to various services on the Internet, also, it should not engage in any behaviors which violate the public order and good social customs and are prohibited by law.
  - (11) Matters not mentioned in this terms and condition shall be conducted in accordance with the laws, regulations, banking practices of the Republic of China, the Bank's Online banking service application/change agreement, agreed terms of the Bank's credit card Internet service, relevant agreed terms or other relevant regulations of the trust deed of the Bank's trust use and Non-Discretionary Money Trust Investments in domestic and foreign securities.
  - (12) In the case of a dispute about these terms and condition, the Depositor and the Bank agree that the court, where the head office of the Bank is or where the branch in which Depositor has services activities with shall be the court of first instance jurisdiction. However, if there are special provisions for exclusive jurisdiction provided by law, the provisions shall prevail.

## Chapter VII. Entity Online Banking

### • Services service contract of EntityOnline banking

Regarding the application for the provision and use of the services service of the Bank's Online Banking (hereinafter referred to as this Service) for Depositor, the following terms and conditions are agreed upon and complied with by both parties.

#### 1. Bank Information

- (1) Name: Sunny Bank
- (2) Service and Customer Hotline: 0800-085-134.
- (3) Website: <http://www.sunnybank.com.tw>.
- (4) Address: No. 88 and 90, Section 1, Shipai Road, Beitou District, Taipei City.
- (5) Fax: (02)5555-9168.
- (6) E-mail: [s0800085134@sunnybank.com.tw](mailto:s0800085134@sunnybank.com.tw).

#### 2. Application of terms and conditions

This contract is a general and common agreement for this service. Unless otherwise agreed upon in individual contracts, all shall be performed strictly in accordance with the agreement of this contract. Individual contracts should not be in conflict with this contract, but if the individual contracts are more beneficial to the protection of the Depositor, such contract shall prevail. If there is any doubt about the terms of this contract, it shall be interpreted in favor of the Depositor.

#### 3. Definition of Terms

- (1) "Online banking services": It means that the Depositor's computer is connected to the Bank's computer via the Bank's exclusive network or the value-added network. Depositor may obtain the various financial services provided by the Bank directly without going to the counter of the Bank.
- (2) "Electronic Documents": means the text, sound, pictures, images, symbols or other data transmitted by the Depositor or the Bank via the network connection, which are made by electronic or other means that may not be directly recognized by human perception, into a record sufficient to express its intention for electronic processing (Electronic Documents referred to in this contract, including but not limited to email).
- (3) "Digital signatures": means to calculate Electronic Documents into a certain length digital data by mathematical algorithms or other methods and encrypt it with the signer's private key to form an electronic signature, and verify it by the public key.
- (4) "Certificate": means an electronic certificate carrying signature verification data used to confirm the identity and qualifications of the signing party, usually stored in a carrier.
- (5) "Private key": means the digital data with a matching relationship, kept by the signing party and used to create a digital signature.
- (6) "Public key": means the digital data with a matching relationship that is disclosed to the public for verification of digital signatures.
- (7) "SSL (Secure Socket Layer) security mechanism": means the communication encryption mechanism for transmitting data on the Internet, which may ensure the integrity and privacy of the transmitted data.
- (8) 'System administrator': generally means the Depositor of the "EntityOnline banking" service user; if the Depositor is a legal person, it shall be the representative of the legal person.
- (9) 'User': means a person who has been legally authorized by the Depositor, whose user code and other data are set on the user's interface, and actually operates this system.
- (10) 'Carrier': means the media that stores various financial services of Certificate, such as chip cards.

#### 4. Confirmation of URL and Web Page

**Before using the Bank's Online banking service, Depositor shall first confirm whether the URL of the Bank's Online banking is correct: (<https://www.esunnybank.com.tw>). The Bank shall inform the risks of Depositor Online banking application environment in a way that the general public may be aware of. The Bank shall exercise the due care of a good administrator in maintaining the correctness and security of the website at any time, and always pay attention to forged web pages to avoid damage to the rights and interests of Depositor.**

#### 5. Services

the Bank shall set forth the services provided in this contract. When presenting the relevant information on the Online banking website, the correctness of such information shall be ensured, and its obligations to the Depositor may not be less than those of the website contents. For the aforementioned Services, the Services provided by the Bank's Online banking shall prevail.

#### 7. Related agreements and handling matters of EntityOnline banking service

- (1) Either Depositor or the Bank shall ensure that all electronic messages sent to the other party are legally authorized. Depositor may not later claim that the messages are not legally authorized and deny its authenticity and efficiency.
- (2) Application for EntityOnline banking service change: After applying for EntityOnline banking service, if the Depositor wants to change or terminate the

pre-designated account to be transferred to, the Certificate agreement or terminate the EntityOnline banking service, the Depositor shall go to the Bank in person to conduct the written application procedures, and it will take effect once computer login at the Bank is completed. Before the Bank completes the login, all the transactions of EntityOnline banking service made in accordance with the original agreement shall be recognized by the Depositor.

8. Related agreements to and matters handled for the Financial Certificate

- (1) That the Depositor uses the Certificate services of this system means to use the Certificate granted by the Certificate Institution of the Registration Authority (RA) to check the validity of Depositor's electronic messages, therein the Bank serves as the Certificate Institution. The time limit and scope of use of the Certificate, and related obligations of Certificate users shall be handled in accordance with the regulations of the Certificate Institution. If the Certificate Institution is replaced for any reason, Depositor shall be willing to cooperate in handling the re-application for granting Certificate according to the requirement of the Bank.
- (2) Depositor understands the Certificate issued by the Certificate institution is a paper specimen chop certificate, and agrees to use the Certificate agreed with the Bank as the basis for transaction authentication of Certificate services. If any loss occurs to the Depositor due to the Depositor's improper use, the Bank shall not be liable for any responsibility.
- (3) Depositor shall pay for Certificate carriers, security software and Certificate related fees in accordance with the announcement of the Bank, and shall keep Certificate carriers, security software, Certificate and password properly, and use it within the scope specified by the Bank.
- (4) If Depositor forgets to enter the carrier password provided by the Bank, it is required to go to the Bank to handle relevant procedures before using the services of this system.
- (5) If the Certificate carrier is lost, stolen by others, the Depositor forgets the password or **the Certificate carrier is locked due to the entering of incorrect password for more than four times**, the Depositor shall apply for a replacement immediately. If it is suspected that others may know the password to log in to the Certificate system, the Certificate may not be used due to the computer malfunctions or the Certificate was lost or stolen, or copied, the Depositor agrees to handle the Certificate transaction through the Bank's Online banking website immediately, or visit the Bank in person to apply for handling Certificate status changes (such as password change, revocation or temporary suspension); Depositor shall be liable for the damage caused by fraudulent use before the Depositor completes the procedures in accordance with the above methods.
- (6) Certificate handling matters:
  1. If Depositor is willing to continue using the Certificate after it expires, the Depositor shall link to the Bank's website to update the Certificate within one month before the Certificate expires (the validity period of the new Certificate shall be calculated from the original Certificate expiration date). If the application is not handled within the specified time, the Depositor is required to go to the Bank for reapplication (the validity period of the new Certificate shall be calculated from the date of reapplication), and the Depositor shall pay for the Certificate Charges.
  2. In case of temporary suspension of the Certificate, if the Depositor would like to use the Certificate services, he/she is required to go the Bank to cancel the suspension.
  3. When the Certificate has been abolished or expired, if the Depositor would like to use the Certificate services, he/she is required to go to the Bank to handle the paperwork required.
  4. If the Certificate was lost or stolen by others, the Depositor must go to the Bank for the application of "Certificate suspension" or "Certificate cancellation".

(7) Certificate and Carrier Fees

1. The Certificate application fees shall be based on the Certificate fee standard set by the Certificate institution.
2. Carrier Fees shall be charged according to the current charging standards of the Bank.

(8) Internet connection

Both Depositor and the Bank agree to use the Internet for sending and receiving Electronic Documents.

Both Depositor and the Bank shall enter into the Internet Service Contracts subject to various rights and obligations with each Internet entity or telecom entity separately, and shall be liable for the fees for the use of Internet.

(9) Receiving of and responding to Electronic Messages

After the Bank receives the Electronic Documents with a digital signature or the Depositor and the Bank agree to identify the identity of Electronic Documents, except for the matters inquired, the Bank shall provide the web page of the important information in the Electronic Documents of the transaction to the Depositor to inspect and handle immediately after reconfirmation, and notify the Depositor of the results of the check and process via Electronic Documents or other agreed methods.

Depositor or the Bank may receive any Electronic Documents from the other party, and if the identity or content may not be identified, it shall be deemed to have not been sent from the beginning. However, if the Bank can determine the Depositor's identity, it shall immediately report the fact that the content cannot be linked to Depositor by Electronic Documents or other agreed method.

(10) Non-processing of Electronic Documents

**In one of the following situations, the Bank shall not execute any Electronic Documents received if:**

1. **There is doubt with regard to the authenticity of the Electronic Documents or the correctness of the specified items.**
2. **the Bank shall handle the one who violates the related laws and regulation according to the Electronic Documents.**
3. **the Bank is unable to deduct the Fees that shall be paid by Depositor from the account due to Depositor.**

**If the Bank does not honor the Electronic Documents provided in the previous paragraph, it shall inform the Depositor the reason and situation at the same time. After Depositor receives such notice, it may call the Bank for confirmation. However, the Bank shall not be liable for absence of electronic signals caused by poor transmission signal quality of mobile telecom company.**

(11) Timeframe for Electronic Documents Exchange

The computer of the Bank processes the Electronic Documents automatically. The Depositor sends out Electronic Documents. After the Depositor confirms the correctness of the contents based on the reconfirmation mechanism provided by the Bank according to Paragraph 1, Article 9, the contents may not be withdrawn after the Electronic Documents are sent to the Bank. However, unexpired scheduled transactions can be withdrawn or modified within the time limit specified by the Bank.

If the Electronic Documents are sent to the Bank via the Internet, and the automatic processing of the Bank's computer has passed its services hours (Monday to Friday 8:30 AM~3:30 PM, except on the days when the Bank is closed based on regulations), the Bank shall notify the Depositor via Electronic Documents immediately that such transaction will be processed on the next services day or according to other agreed methods.

(12) Fees

**Depositor shall pay the service fees, charges and posts and telecommunications fees in accordance with the agreed charging standards from the date of using the services of this contract, and authorize the Bank to deduct such fees from the Depositor's account automatically. If the fees are not recorded, the Bank may not charge. If there is any adjustment of the charging standard in the preceding paragraph after the contract is signed, the Bank shall announce the adjustment in a conspicuous place on its website, and make the Depositor aware of the adjustment content through the transaction statement or Online banking page disclosure (hereinafter referred to as the Notice).**

**If the fee adjustment in Paragraph 2 is an increase, the Bank shall provide the options on the web page to express whether the Depositor agrees with the increase. If Depositor does not express that it agrees to such adjustment before the effective date of the adjustment, the Bank will suspend Depositor's use of one or all of the Online banking services from the effective date of the adjustment. If Depositor agrees to the fees adjustment after the effective date of the adjustment, the Bank shall immediately resume the related services specified in the Online banking contract.**

**The announcement and notice of the Bank mentioned in the preceding paragraph shall be provided 60 days before the effective date of the adjustment, and the effective date of the adjustment may not be earlier than the starting date of the next year after it is announced and informed.**

(13) Customer software and hardware installation and risks

For the application of the services of this Contract, Depositor shall install the required computer software, hardware, and other security-related equipment. The Fees and risks required for installation shall be borne by Depositor.

If the software and hardware equipment and related documents in Paragraph 1 are provided by the Bank, the Bank only allows Depositor to use such equipment and document within the agreed service scope, and Depositor may not transfer, lend or deliver them to a third party in any way. The Bank shall also specify the minimum software and hardware requirements for this service on the website and the packages of the software and hardware provided, and shall be liable for the related risks.

Upon termination of the contract, if the Bank requests to return the related equipment mentioned in the preceding paragraph, such equipment shall be limited to those specifically agreed upon in the contract.

(14) Customer connection and responsibility

If the Depositor and the Bank enter into a special agreement, the connection shall be made after the necessary testing.

Depositor shall be liable to take good care of the user ID, password, Certificate and other tools that are sufficient for identification provided by the Bank.

If Depositor enters the previous user code incorrectly for five consecutive times or password incorrectly for four consecutive times, the computer of the Bank will automatically stop Depositor from using the services of this contract.

If Depositor intends to resume use, you shall handle the procedures for re-application of password as agreed upon.

(15) Transaction record review

**Depositor shall confirm the correctness of the information and e-mail address of the contact kept in the Bank.**

**After each transaction instruction is processed, the Bank shall notify the Depositor electronically or the method agreed upon by both parties, and the Depositor shall check whether the result is correct. If there is any inconsistency, the Depositor shall notify the Bank in writing within 45 days from the date of completion of the transaction. The Bank shall send the transaction statement of the previous month to the Depositor by ordinary mail or Electronic Documents every month (except when there is no transaction during such month). If Depositor believes that there is an error in the transaction statement after checking, it shall notify the Bank in writing within 45 days from the date of receipt.**

**the Bank shall start the investigation regarding the depositor's complaint immediately, and inform the Depositor in writing of the situation or results of the investigation within 30 days from the date the notice/complaint arrives at the Bank.**

(16) Handline of Errors in Electronic Documents

When Depositor uses the services of this contract, and an error occurs, wherein the wrong Electronic Documents may not be attributable to the Depositor, the Bank shall assist Depositor to make corrections and provide other necessary assistance.

If an error occurs in the foregoing service due to a cause attributable to the Bank, the Bank shall correct it immediately when it is aware of such error, and notify the Depositor electronically or other means agreed upon by both parties at the same time.

When Depositor uses the services of this contract, and an error occurs, wherein the wrong Electronic Documents may be attributable to the Depositor, such as wrong institution code, deposit account number or amount for application or transferred-in operation, and such amount is transferred to other account or a wrong amount is transferred, after the Depositor notifies the Bank, the Bank shall handle the following matters:

1. Provide details and related information on the transaction according to relevant laws and regulations.
2. Notify the transferred-in branch to assist in the following process.
3. Report the processing situation.

(17) Legal authorization and responsibility of Electronic Documents

Both the Depositor and the Bank shall ensure that the Electronic Documents transmitted to the other party are legally authorized. The Depositor or the Bank shall immediately notify the other party to stop using the service and take preventive measures by phone call, in writing or by other agreed means if they found any third party has fraudulently used or misappropriated the user ID, password, Certificate, private key, or any other unauthorized use. Before the Bank receives the notice in the preceding paragraph, the Bank shall be liable for the consequences of the third party's use of the service that has taken place. However, any of the following circumstances shall not be included in this restriction:

1. Where the Bank may prove that the Depositor is deliberate or negligent.
2. Where it is more than 45 days after the Bank notified the transaction record review data or bill in the method agreed upon by both parties. However, if it is unable to notify Depositor due to special event and reasons (such as long-distance travel, hospitalization, etc.), 45 days shall be counted from the end of the special event. However, if the Bank is deliberate or negligent, it is not subject to this restriction.

The forensic fees that arise due to the investigation of the fraudulent use and misappropriation described in the second case shall be borne by the Bank.

(18) Information System Security

Both Depositor and the Bank shall ensure the security of the information system used to prevent illegal intrusion, acquisition, alteration, or damage to services records or Depositor's personal information.

When a third party compromises the protection measures of the Bank's information system or takes advantage of the system's vulnerability in information systems for dispute, the Bank shall bear the burden of proof for proving otherwise.

the Bank shall be liable to the damage to Depositor caused by a third person's invasion of the Bank's information system.

(19) Obligation of Confidentiality

Besides the provisions of other laws and regulations, the Bank shall ensure that the Depositor's information obtained because of the Electronic Documents exchanged for the use or execution of the contract service will not be disclosed to a third party, nor will it be used for purposes unrelated to this contract.

When the Depositor discloses such information to a third party, it shall make the third party be subject to the Obligation of Confidentiality of this article. If the third party mentioned in the preceding paragraph does not comply with this confidentiality obligation, it shall be deemed as a violation of the Depositor.

(20) Liability for damages

**Both the Depositor and the Bank agree to transmit or receive Electronic Documents based on this contract, and if there is a delay, omission or error due to reasons attributable to one of the parties, which causes any damage to the other party, such party shall take the responsibility for the damage suffered by the other party.**

(21) Record keeping

**Both the Depositor and the Bank shall keep all Electronic Documents of transaction instructions, whose authenticity and completeness shall be ensured. The Bank shall demonstrate due diligence as a good manager to keep the records in the preceding paragraph. The retention period shall be more than five years, however, for periods longer than specified in other laws and regulations shall be defined according to the provisions.**

(22) Validity of Electronic Documents

Both the Depositor and the Bank agree to use Electronic Documents as the method of communication. Electronic Documents exchanged in accordance with this contract shall contain the same efficacy as written documents. However, anything excluded by the laws and regulations shall not be limited to this provision.

(23) Contract terminated by Customer

**Depositor may terminate this Contract at any time, which shall be handled in writing in person.**

(24) Contract terminated by the Bank

**When the Bank terminates this contract, it shall notify the Depositor in writing 30 days before the date of termination.**

**If the Depositor does any of the following matters, the Bank may notify the Depositor in writing or in a way agreed upon by both parties at any time to terminate this contract:**

1. Depositor transfers the rights or obligations under the contract to a third party without the consent of the Bank.
2. Depositor declares bankruptcy in accordance with the Bankruptcy Act or the Consumer Debt Liquidation Act to apply for rehabilitation and liquidation procedures.

**3. Depositor violates the provisions of Article 17 to Article 19 of this contract.**

**4. Depositor violates other agreements stated in this contract and fails to fulfill the request after a reminder or before the time limit.**

(25) Miscellaneous

1. When the Depositor applies for this service, the Bank will immediately send the "password" required to use this service. Afterwards, Depositor shall go to the Bank's website to change the password as instructed when using this service for the first time or when the password is suspected to have been disclosed/leaked. The password changed by the Depositor shall be kept confidential and may not be made known to a third party.
2. Depositor agrees to comply with what the Bank has designated as the Certificate center (currently TAIWAN-CA. Inc., referred to as TWCA) to apply for Certificate and Certificate renewal of this service, and it shall be completed with the security control software issued by the Bank (or the Depositor may download it on the Bank's website) and its operation manual.
3. Depositor agrees to follow the relevant regulations of the Certificate Center regarding Certificate operations, such as the validity period and fees of each Certificate application or renewal. The Depositor shall be liable for the fees for Certificate application or renewal charged by the Certificate Center.
4. Depositor takes the sole responsibility for the damage caused by misappropriation or forgery because of improper storage of the private key or the Certificate issued by the Certificate issuing institution, and the Bank shall not be liable for any compensation.
5. When the depositor agrees to terminate the electronic signature Certificate, in addition to the Certificate Center, the Depositor shall cancel the Certificate at the services unit designated by the Bank to complete the procedure. If the Depositor suffers damage due to the fact that the application for cancellation is not yet completed, the Depositor shall take all responsibility for it.
6. **Provisions for applying, changing or canceling (deleting) the agreed transfer-out/transfer-in account:**
  - (1) **Any application, change, or cancellation (deletion) of the agreed transfer-out/transfer-in account of this service shall be agreed in writing with the Bank in advance, and it will become effective after the Bank has completed the computer login.**
  - (2) **The transfer-in account may be activated on the day following the application date for application or renewal of the agreed transfer-in account.**
7. The interest rate, exchange rate, net value of the fund, etc. obtained from this service shall only be reference values. The actual price shall be based on the posted or reported price of the Bank or the agreed price at the time of the transaction.
8. Internet transfer restrictions:

The limits on the scope, amount and number of transfers of this electronic **transfer** services shall be adjusted in accordance with the relevant regulations of the competent authority or the Bank, and the Depositor shall have no objection. The Bank does not have to give a separate notice when the adjustment is made, but it shall be publicly disclosed or announced in a conspicuous location at the Bank's services premises or on the Bank's website or in other ways. Depositor would comply with the transfer transaction limit, cumulative transaction amount limit and number of transactions, the number of electronic transactions not updated in the passbook, or the restrictions on various transaction functions of this electronic transfer services. The Bank shall also publish an announcement on the Bank's website for Depositor's inquiry and acknowledge. The aforementioned transfer amount limit includes the transfer amount by Bank Card s and Online banking, which shall be included into the daily cumulative amount.
9. The number of online transfers shall be included into the number of telephone voice transfers, withdrawals by Bank Card s and transfers by Bank Card s.
10. If the Depositor agrees that online transfer is an interbank transaction, the Bank will not be liable for the damage caused by other banks, and if the account may not be credited, the deducted amount shall be returned, and Depositor agrees to return the amount to the original transfer-out account.
11. After the Depositor sends the electronic transaction request message, if no security control or syntax check response messages are received, it shall contact the Bank immediately.
12. The Depositor agrees that online transfers or amounts deposited by online transfers after the services hour of the Bank ends (including holidays) will be credited into the account on the next services day, and for deposits to other financial institutions, it shall be defined according to their regulations.
13. **When the Depositor performs authorized transfers (scheduled transfers), the authorized transfer time of this system is set to take effect at 0:00 on the execution date of the authorized transfer. In case of insufficient deposit or accidental setting, the authorized transfer will be automatically cancelled without notice by the Bank. However, if the Bank was closed on that day because of unforeseen reasons, the authorized transfer on that day will be postponed to the next services day, and if the aforementioned transaction involves an amount, it will not be included in the cumulative maximum amount of online transfers on that day.**
14. When conducting a transfer to any account, the Depositor shall go to any branch of the Bank, use the original specimen chop of any agreed transfer-out accounts, sign and stamp with the original specimen chop. All accounts that the Bank agreed to have transfers done from may proceed transferring to other accounts.
15. **When the Depositor pays the Fees such as inter-bank connection of the financial information system due to the use of this Contract, the Bank is authorized to withhold the amount automatically from the account specified in the preceding paragraph, and it will be handled in line with the inter-bank services participation agreement and services processing regulation of the financial information system.**
16. The Depositor will then apply to the Bank for the specimen chops and instruments on all the documents of this Service, which shall comply with the original specimen chops of any transfer-out accounts agreed by the Bank kept by Depositor, and logged in and authenticated by the Bank's computer, only then such documents may take effect.
17. If the Depositor forges the name of another person to apply for this Service, he/she will have to face the legal consequences of such actions.
18. The Depositor shall inform the third party dealing with it not to make any request to the Bank based on the transaction relationship during the period due to matters arising from the Terms herein. For the third party who has made a request to the Bank, the Depositor shall take all feasible steps and legal procedures to counter the request of the person who made such request to the Bank, and to prevent the Bank from being adversely affected by such request. If the Bank suffers damage because the Depositor fails to perform his/her obligation stipulated in the previous two paragraphs, Depositor shall be liable for the compensation.
19. In the event of an accident which makes both parties cause damage to a third party, the liability for damage compensation is provided as follows:
  - (1) In the event that the accident may be attributed to one party, such party shall take the responsibility.
  - (2) If it is attributed to both parties' fault, the liability for compensation shall be based on the proportion of their faults.
  - (3) If it is not attributed to both parties' fault, or due to force majeure, both parties shall not be liable for the compensation.
20. the Bank may make an announcement on the website of the Bank in a noticeable area 7 days before any event/change if the Bank is not available to provide the Service due to special factors (such as routine maintenance, etc.).
21. When using part of the services of this Contract, in order to be simple and fast, the Depositor agrees not to use the Certificate or FISC-II card to confirm the identity, but use the encryption and decryption security mechanism of SSL (the key length shall be at least 2048 bits.00) to transmit Electronic Documents. Afterwards, the Depositor may not claim or defend that the Electronic Documents is incomplete, wrong, defective, invalid or unfounded because it did not use the Certificate or FISC-II card verification; the encryption and decryption security mechanism using SSL is based on the services specified by the Bank. The SSL transaction mechanism shall be based on the specifications provided by the competent authority.
22. When the Depositor intends to change the transfer-out/transfer-in account, the electronic signature on the Certificate information, his/her password or other related information of this service, etc., he/she is required to notify the Bank in writing, and it will take effect after the Bank completes the computer login.
23. the Bank reserves the right to stop or restrict Depositor from using this Service because of system maintenance, failure or interruption of telecommunication lines.
24. **The content of this service is the information desk. For foreign currency account details and Taiwan dollar transfer transactions, etc., if**

Depositor wants to use foreign exchange transfer transactions or fund transactions, it is required to fill in the relevant agreement for application before it takes effect, and handle it based on its terms of contract. If the above-mentioned Taiwan dollar transfer transaction is a domestic inter-bank transfer, charges shall be calculated and collected according to the "Charge Statement for Various Automation Service Equipment Transactions" announced by the Bank on the website.

25. If the Bank suspects of any improper use of the Depositor's account, the Bank may terminate the Depositor's use of Internet transfer and other electronic payment transfers.
- (26) Amendment of the Contract  
In the event of any amendment, addition or deletion to the Contract, after the Bank informs the Depositor in writing or discloses such information on the Online banking web page, the Depositor will be deemed to have acknowledged the amendment, addition or deletion of the Contract if no objection is proposed. However, if there are changes to the following matters, the Bank shall notify the Depositor in writing 60 days before the changes, and the changes shall be stated in writing in an obvious and clear manner. After being informed of the content of the new and old terms, the Depositor shall express an objection before the changes take effect, and if the Depositor does not express an objection within this period, it shall be deemed that the Depositor has acknowledged the amendment, addition or deletion of the Contract; if the Depositor expresses an objection after being informed, the Depositor shall inform the Bank to terminate the Contract within the time period specified:
  1. A third party forges or uses without authority the user ID, password, Certificate, private key, or any other unauthorized situation, and the way the Bank or Depositor informs the other party.
  2. Other matters provided by the competent authority.
- (27) Service of documents  
Depositor agrees to take the address stated in the Contract as the place of service to receive the relevant documents. If the address of the Depositor changes, he/she is required to notify the Bank in writing immediately; if the Depositor does not notify the Bank regarding the change of address in writing, the Bank will still use the address that was indicated by the Depositor in the Contract, or the address last notified to the Bank as the place of service.
- (28) Governing Law  
Unless otherwise agreed upon between the Depositor and the Bank, this contract shall be subject to the laws of the Republic of China.
- (29) Jurisdiction  
**For any lawsuits that will arise due to or related to this Contract, both Depositor and the Bank agree that the district court where the head office of the Bank or the branch where the Bank has services dealings with Depositor is located shall be the court of first instance jurisdiction.**
- (30) Title  
The titles of the articles in this contract are provided for the convenience of inquiry only and do not affect the interpretation, description and understanding of the relevant articles of the contract.

#### Chapter VIII. Rights and Interests of Wealth management Customers

##### 1. Matters that Customer shall assist

- (1) In order to provide you with perfect wealth management services, please provide detailed personal information including basic information, investment objectives, investment experience, risk appetite, cash flow expectations, expected investment period, expected returns and other information, and complete the customer information form and investment attribute questionnaire to allow the staff of the Bank to fully understand your financial status, professional capabilities, risk awareness and risk tolerance. If there are any changes to your basic information, please go to the Bank to update as soon as possible to ensure your rights.
- (2) In order to ensure the suitability of your asset allocation and investment portfolio, and adjust the risk tolerance immediately based on your current situation, please re-fill in the customer information form and investment attributes questionnaire again within one year from the time of the previous investment attribute assessment or whenever you think it is necessary to update your investment attributes in real time. If no re-assessment is made for more than a year, it is unable to renew the purchase of wealth management products.

##### 2. The content of the financial products or service provided by the Bank

As required by the customer, the Bank provides a full range of services including investment and savings, insurance protection, taxation and asset planning. It also provides various financial products including Taiwan/foreign currency deposits, funds and insurance products based on the individual risk tolerance of customers to satisfy customers' different risk rewards management and wealth management requirements at all stages of life. The content of the products provided by the Bank varies according to the category of the products, so it is recommended to read the fund prospectus (for details, please refer to "Instructions for Sunny Bank Trust Application and Non-Discretionary Money Trust Investments in Domestic and Foreign Securities") before investing to properly master the relevant information. If the Bank promotes or sells products issued by other institutions to customers, the Bank shall be responsible for the disputes that have arisen due to the promotion of false products or the failure to fulfill the risk disclosure.

##### 3. Bank Fees Collection Instructions

Please refer to the "Instructions for Sunny Bank Trust Application and Non-Discretionary Money Trust Investments in Domestic and Foreign Securities" or "Sunny Bank Non-Discretionary Money Trust Investments in Foreign Securities-BC Share Fund Investment Fees and Special Terms" for the standards and regulations of the Bank for handling related transactions of Non-Discretionary Money Trust funds (including but not limited to purchasing charges, switching charges, trust management fees, etc.). Please refer to the "Fund Channel Remuneration Disclosure Form" or the Sunny Bank website (<http://www.sunnybank.com.tw>) for the remuneration, Fees and other benefits that the Bank receives from offshore fund institutions or general agents. If there is any change in the various charging standards, please refer to the charging announcement specified on the Sunny Bank website.

##### 4. Possible risks when engaging in investment

- (1) **You are aware that your investments may suffer a loss because of: risks (including, but not limited to, markets, prices, exchange rates, interest rates, index fluctuations, liquidity risks, credit risks, services cycle risks, laws and regulations, currencies, maximum possible loss and other risks), or due to large redemptions, or due to suspended redemption price calculation of investment target and other factors. The Bank does not guarantee the profit and loss of investment and the minimum return. The related risks have already been set forth in the Risk Notice of the "Instructions for Sunny Bank Trust Application and Non-Discretionary Money Trust Investments in Domestic and Foreign Securities". If the investment target is denominated in foreign currency, it is still required to understand the possible loss of Trustor that may be caused due to exchange rate risk.**
- (2) **Funds and insurance products are not included in the deposits of the Bank, so they are not covered by the central deposit insurance company.**
- (3) **The past performance of the investment target does not guarantee their return. Please read and confirm the necessary documents such as the Bank instruction, fund channel remuneration disclosure form, special terms, etc. before investment planning, and sign on the document to show that you fully understand the important contents of such product and the related risks.**

##### 5. Handling instructions for customer complaints

- (1) Complaint channels: If you have comments or related suggestions on the wealth management services provided by the Bank, you may use the following channels provided below.  
Dedicated wealth management specialists and customer service telephones for each services unit (services days during the day) 0800-528-789/0800-085-134. Complaint mailbox [sunny891@sunnybank.com.tw](mailto:sunny891@sunnybank.com.tw).
- (2) Investigation, response and handling: the Bank will respond to the customer as soon as possible after investigating and clarifying the responsibility within a reasonable time after receiving the customer's complaint.

6. the Bank reserves the right to change the customer's equity manual. If there is any change, the Bank will announce on the Bank website. If there is anything not specified herein, it shall be handled in accordance with the relevant regulations of the Bank.

#### Chapter IX. Agreed Terms for Trust Services

1. Terms and conditions for the non-discretionary money trust investments in domestic and foreign marketable securities
  - (1) Trustor, Trustee and Beneficiary.
    1. The names and addresses of the Trustor and the Trustee are detailed as the notes on the signature line on the instruction form.
    2. The Beneficiary of the trust is the Trustor himself and the Trustor is entitled to have all the trust benefits on the term herein.
    3. Unless otherwise stipulated by laws, the change of the Beneficiary who is mentioned in the preceding text should be accepted and agreed by the Trustee. Besides, the Beneficiary shall be approved by the Trustor and shall be changed by a means stipulated by the Trustee
  - (2) Purpose of the trust  
Purpose of the trust of the Agreement is that the Trustor entrusts his/her assets to the Trustee, who, for the Beneficiary's benefit and as per the Trustor's instructions invests the assets in domestic/foreign mutual funds, stocks, bonds and other securities or investment objects approved by or registered with the supervisory authority and manages, utilizes, and disposes of them.
  - (3) Types, names, quantities and prices of the trust assets
    1. The types, names, quantities and prices of the trust funds shall be handled via the regulations of Sunny Bank's Trust Use and Non-discretionary Money Trust Investments in Domestic and Foreign Securities Instruction Manual (Hereinafter referred to as the "Instruction Manual" in the format provided or regulated by the Trustee), the deposit account automation management Agreement or other agreed methods or by a means accepted by the Trustee.
    2. The types, names, quantities and prices of the trust funds mentioned in the preceding text should comply with the relevant regulations of the Non-discretionary Money Trust Investments in Domestic and Foreign Securities and the rules on the minimum limits and currency regulated by the Trustee.
  - (4) Term of trust  
The term of trust is five years starting on the day when the Trustor entrusts the first batch of trust assets to the Trustee via the Instruction Manual, deposit account automation management Agreement or by other means agreed upon. When the preceding duration expires, if the two parties reach an agreement, the duration of this trust Agreement may be extended for another five years automatically. There are no limits on the number of extensions. Before the expiry date, either of the two parties may terminate the term herein in writing.
  - (5) Management and utilization of the trust assets
    1. The Trustee doesn't have the discretion over the use of the trust assets. The Trustor has the discretion over it.
    2. Trustor shall not give utilization instructions for the trust assets that are against the law. In addition, the Trustee shall follow the main point of the trust and the Trustor's instructions to manage and dispose of the trusts assets.
    3. Based on the purpose and the Trustor's instructions, the Trustee has the authority to apply for buying/selling, settlements, foreign exchange settlements and other actions related to the utilization and disposal of the trust assets of the investment object. In addition, the Trustee has the authority to take part in the exercise of the relevant rights and obligations on behalf of the Trustor (including, but not limited to, attending stockholder meetings or fund beneficiary meetings to exercise voting rights or other stockholder or fund beneficiary rights).
    4. The Trustor/ Beneficiary and the Trustee should comply with the relevant rules of the trust services or the investment utilization object and the applicable laws together. In addition, if the utilization object is the domestic and foreign mutual funds, both parties shall abide by the subscription, redemption, and conversion prices, times, and methods, calculation of net worth, allocation of revenues, assumption of fees, and other related issues about the fund operations set by the fund management company.
    5. If the Trustee is notified of the capital increase (decrease), the liquidation, the change (including the names, the currencies and the investment amount, etc.), the merger, dissolution, suspension of trading or settlement, liquidation, operating difficulty or any other situation that is probably against his/her will, or due to statutory limitations to the investment target or rules of the issuing institution (including the 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 Trustee, the Trustor/ Beneficiary agrees to cooperate to deal with the relevant matters or terminate the said utilization. All the ensuing losses/gains shall be borne by the Trustor/ Beneficiary.
    6. During the periods before the Trustee transfer the trust assets to the account designated by the transacting counterparty of the investment object and after the terms herein have been revoked or terminated or after the investment object liquidates and returns to the Trustor, the Trustor shall not ask the Trustee for interest.
  - (6) The instruction of the utilization, modification and change of the trust funds  
The Trustor's utilization of the trust funds, investment amount, investment object, deduction account, change of the deduction date, suspension (resumption) of the deductions, personal registration information of the Trustor, specimen chop/specimen signature and other changes should follow the regulations set by the Trustee in terms of handling.
  - (7) The collection and payment of trust funds and fees
    1. The trust funds delivered by the Trustor should be in the currency regulated by the investment object authorities or agreed by the Trustee. The repayment of the trust Trustor and interest should be in the same currency as that of the Trustor, unless otherwise stipulated by law.
    2. When the currency which the Trustee agrees to collect or the currency stipulated by law is different from those approved by the investment object authorities, the Trustor fully agrees to authorize the Trustee to deal with it.
    3. A (TWD or foreign currency) demand (savings) account the Trustor has with the Trustee shall be designated for the deduction of trust funds and relevant fees.
    4. Regular-interval fixed-amount (variable-amount) automatic payment of trust funds
      - (1) The Trustor may pay the trust funds, trust charge and other fees through automatic transfer, and authorizes the trustee to directly deduct the fees from the demand (savings) deposit account in the financial institution designated by the Trustor and agreed upon by the trustee on the monthly investment day (It will be postponed automatically if the investment day is a holiday). However, in the event that a computer malfunction or a force majeure event prevents payment from taking place on the designated date, the Trustor agrees that the payment may be postponed to the services day on which the cause that prevented payment has been resolved.
      - (2) The Trustor should deposit a sufficient amount to pay toward the trust funds in the designated deduction account on the services day before the designated payment day. If the designated account is not sufficient for deducting the said funds, the Trustee have no obligation to process the partly deduction for investment.
      - (3) If the account designated by the Trustor has insufficient funds to pay for all the requested investments, the payments shall take place in the order the investment requests were received.
      - (4) The issues which are not covered in the Agreement should be handled in accordance with the terms herein and the regulations governing the designated account or unit.
    5. All the preceding terms shall not be applicable until they are agreed by the Trustee.
  - (8) Redemption or sales of investment object
    1. The Trustor may use the instruction form to instruct the Trustee (or in a way agreed upon between both parties) to sell part or all of the investment object or to apply for redemption to domestic and foreign issuing authorities within a reasonable period.
    2. After applying to domestic and foreign issuing authorities for redemption, upon receiving funds of the redemption deducting the trust handling charges and other fees, the Trustee shall return the net amount to the Trustor/ Beneficiary. Where the Trustor gives the instructions to the Trustee to sell or redeem all units of his/her investment objects, if there are unsold assets or units derived from the original designated account for disposal or redemption, or if the instructed investment redemption amounts or units for disposal and redemption are insufficient for the minimum disposal and redemption standard, the Trustee shall not be required to give separate notice. But upon receiving the notice regarding the derivative assets from domestic and foreign issuing authorities or when the Trustee, in aggregate, has reached the above minimum benchmark in respect of the underlying investments and

unit number to be sold or redeemed by the other Trustors, the Trustee shall directly apply for selling or redemption. The funds of the redemption minus the related fees will be returned to the Trustor/ Beneficiary.

3. If for some reason or related regulations the investment object must be redeemed or sold, the Trustor/Beneficiary shall unconditionally agree to have the Trustee to take the relevant actions directly.
  4. For the currency exchange of the investment object or a change in the denominated currency, the Trustor/Beneficiary agrees that the Trustee may deposit the amounts into the TWD current savings account or foreign exchange current deposit account opened by the Trustor in the Trustee's services unit when the Trustor applies to sell or redeem and may use the redemption or disposal amounts in another currency.
  5. When the Trustor applies for partial redemption or partial selling of the investment object, the accumulated trusted amounts shall be deducted by proportion of the redeemed and sold units.
- (9) Switch between investment objects
1. If the investment object is a mutual fund, the Trustor may apply for the switch between mutual funds, which shall be agreed by the Trustee, and limited to the mutual funds issued by the same bond fund management entity and have been openly sold and switched in the Trustee's services places.
  2. When the Trustor applies for partial switch between investment objects, the trust fund of the investment object will be deducted according to the switch proportion, and the deducted amount will be the trust amount of the new investment object.
- (10) Allocation of units invested
- The Trustee may allocate the subscribed units of the same fund or other investment object among all Trustors. In the process, residual units/ arising from the calculations shall be allocated among the Trustors pursuant to the established rules. The Trustor/Beneficiary may not have objections. The allocation of redemption amounts is as per the above rules for allocation of units.
- (11) Calculate the exchange rate
1. When the trust fund is converted from TWD to foreign currency or from foreign currency to TWD, the exchange rate is subject to actual buying and selling rate during the reasonable period that the Trustee processes it.
  2. The exchange of currencies when switching between the mutual funds is based on the rate of the established rules set by the bond funds management company.
  3. The Trustor/Beneficiary shall be held to take the risk arising from exchange rate of the trust funds.
- (12) Accounting and reporting
1. The Trustee shall establish separate accounts for the trust funds, the assets obtained as a result of managing and utilizing the trust funds, and its own assets.
  2. The Trustee shall prepare and send periodically an investment statement or related report on the trust fund management to the Trustor/Beneficiary.
  3. If the trust asset's rights of investment statement or related reports do not match with the Trustee's account information, the Trustee's account information shall govern. However, in case that the Trustee finds that the information source is wrong, he/she shall make a correction and notify the Trustor.
- (13) Leaving the Signature Card
1. The Trustor/Beneficiary shall conduct the related procedures to leave the specimen signature regulated by the Trustee as the basis of handling the services with the Trustee.
  2. When the preceding specimen signature was lost or damaged, the Trustor/Beneficiary shall immediately inform the Trustee and provide a replacement. The Trustee shall not be held liable if loss is sustained as a result of the Trustor failing to initiate loss, suspension or change procedure. Before completion of specimen chop impression, or change procedure, instructions given and transactions engaged in using the original specimen chop impression shall remain valid.
- (14) Allocation of investment income
- Investment income and interest received as a result of utilizing the trust assets shall be allocated by the Trustee to the Trustor/Beneficiary on the allocation record day based on the percentage of interest of the trust assets to which the Trustor is entitled. The Trustor/Beneficiary agrees that the income is rolled over onto the trust assets and reinvested in the same investment object, instead of paid in cash or physical matters, excluding the fact that the investment object may not be reinvested, or the reinvestment amount is not corresponding to the minimum investment limits of the investment object, or the Trustee agrees to allocate it (The Trustee shall transfer it into the account opened in the Trustee's services unit designated by the Trustor.)
- (15) The responsibilities of the Trustee
1. The Trustee shall exercise due diligence when managing and utilizing the trust assets in accordance with the Trust Act, the Trust Enterprise Act, the terms herein, the laws/regulations concerning the investment object, and the relevant banking practice.
  2. The Trustee may engage a third party to handle the trust affairs on its behalf. Under such circumstances, the Trustee shall be responsible only for the assignment of the third party and for the supervision of performance of its responsibilities, and the fees incurred as a result are borne by the trust assets.
  3. The Trustor/Beneficiary agrees that the Trustee may take the following actions with the trust assets:
    - (1) To buy the securities and bills brokered by the Bank's Services Department with the trust assets.
    - (2) To deposit the trust assets in the Bank's Services Department or the stakeholder's.
    - (3) To make other transactions itself or with the stakeholder rather than based on the first paragraph of Article 25 of the Trust Enterprise Act with the investment assets.
    - (4) To purchase the securities and bills underwritten by the stakeholder with the trust assets.
    - (5) Other actions regulated by the competent authorities.
  4. When investing the trust assets in any domestic or foreign investment object, the Trustee shall not be responsible for the withholding actions or 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.
  5. The Trustee 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 foreign government, a supervisory authority, or a political group, or due to the change, interpretation and governing Law of the country where the trust assets are located, or arising from another event not attributable to the Trustee or a force majeure event beyond its control.
- (16) Trust management fees, charges and relevant fees
1. Whether the Trustor has made a profit or loss investing in the trust funds, he/she shall be responsible for paying subscription handling charges, trust management fee, and conversion handling charges for the utilization and management of the trust assets. The various expenses shall be calculated based on the Trustee's regulations.
  2. Subscription charges: A percentage of the trust amount shall be paid. For those investments in the domestic and foreign mutual funds by means of Regular-interval fixed-amount, the subscription charges are deducted by the Trustee together with the trust funds each time.
  3. Trust management fees: The trust management fees are calculated based on each trust fund during the actual trust period (the highest rate is 0.2% yearly). The Trustee will deduct the fees from the amount received from the redemption when the Trustor asks to dispose part or all of the trust assets.
  4. Conversion charges: If the investment object is a mutual fund, the Trustor shall pay the conversion charges stipulated by various funds besides the charges paid to the Trustee. The collection method is in accordance with the regulations of each fund company.
  5. The charge standard and the lowest limits of the above fees are stipulated by the Trustee and posted in the Trustee's services place or on the website.
  6. The outlet service charge obtained from the transaction object when managing and utilizing the trust fund is a part of the trust remuneration, which shall be collected by the Trustee.

- (17) Assumption of various fees
1. Except for the fees stated in the preceding article, the following fees shall be borne by the trust assets. If the trust assets are insufficient, the difference shall be paid by the Trustor/Beneficiary:
    - (1) Brokers' commissions, transaction handling charge, etc. and the applicable debts arising from managing and utilizing the trust assets.
    - (2) The taxes arising from managing and utilizing the trust assets.
    - (3) Except for the Trustee's intentionally or failing to fulfill the duty of a prudent manager, any litigation or non-litigation claim related to managing and utilizing the trust assets made against the Trustee and other fees incurred which are not paid by a third party.
    - (4) Except for the Trustee's intentionally or failing to fulfill the duty of a prudent manager, the fees incurred as a result of litigation or non-litigation made by the Trustee against a third party on the issues related to managing and utilizing the trust assets which are not paid by the third party.
    - (5) Remuneration incurred as a result of engaging persons such as attorneys, CPAs, and tax consultants.
    - (6) Other fees or liabilities incurred as a result of handling the trust affairs.
  2. The Trustor/Beneficiary may request the Trustee to allow him/her to view or photocopy information related to the trust assets. The Trustee may charge a reasonable cost for allowing the Trustor to do the above.
  3. If the investment object is a mutual fund, the Trustor/Beneficiary shall bear the various charges stipulated by the fund companies or distributors as stated in the prospectus of each fund. (Including, but not limited to, fund management fee, custodian fee, conversion charges and redemption charges) and be aware of the transaction restriction (including, but not limited to, subscription, conversion, redemption and short-swing trading). The Trustor agrees to handle it according to the regulations of the fund companies or distributor.
- (18) Taxation
- The Trustor/Beneficiary shall handle the tax-related matters under the terms herein pursuant to the tax code and relevant laws of Taiwan. If the law has been amended, they shall abide by the amended law. The Trustor is informed and agrees to cooperate with the Trustee to comply with the necessary measures of domestic and international laws, treaties or international agreements, including investigating the nationality and tax status of the Trustor, and disclosing the investigation results and account information to domestic and foreign government agencies (including the government of the Republic of China and the federal government of the United States of America). When the investigation results show that the Trustor meets the specific conditions of domestic and international laws, treaties or international agreements, the Trustee shall help the Trustor withhold and settle the balance in the Trustor and Beneficiary accounts or terminate the Terms herein.
- (19) Change, cancellation, and termination of the terms herein
1. The terms herein may be changed in writing or in a way agreed upon by both parties, except for the change of the terms herein due to the law or an order given by the court or the competent authority.
  2. The trustee shall notify the Trustor regarding the change of the terms herein by mail or other methods. If the Trustor does not express objection to the change within 7 days after receiving it, it will be deemed to have been agreed upon by the Trustor.
  3. After the signing of the terms herein and after the Trustor has delivered the trust assets, if the Trustee cannot manage or utilize the trust assets due to the announcement of a new law or the change of a current law, or an order given by a competent authority, either party may notify the other party of cancellation of the terms herein in writing or in a way agreed upon by both parties.
  4. Unless otherwise agreed upon by both parties, the terms herein shall be terminated for one of the following reasons.
    - (1) The purpose of the trust cannot be achieved.
    - (2) The court of law or a competent authority has ordered its termination.
    - (3) When either party loses his/her legal capacity to act, dissolves, undergoes restructuring, goes bankrupt, or stops operating, the other Party may notify him/her to terminate the terms herein in writing or in a way agreed upon by both parties.
    - (4) During the duration of the terms herein, the Trustor may notify the trustee to terminate the terms herein in advance pursuant to the methods prescribed by the Trustee.
- (20) Ownership and delivery of trust assets when the trust relationship is terminated.
- When the trust relationship is terminated, the Trustee shall return the trust assets to the trust owner, and notify the Trustor/Beneficiary of the redemption by using the statement or periodic report for the management and utilization of the trust assets, and get the acknowledgment of the Trustor/Beneficiary. If there is no indication of refusal within 10 days after receiving it, it will be deemed to be recognized by the Trustor/Beneficiary.
- (21) Assumption and advanced notice of risks
1. The Trustor shall thoroughly read the information on the trust utilization and regulations (including, but not limited to, fund prospectus) within a reasonable period of time, and be aware of the investment risks, including, but not limited to, the possible risks of the price of the investment object falling, or the loss due to exchange rate, or the risk of temporary suspension of redemption and the dissolution and liquidity risks of the investment object, etc. The Trustor, based on his/her own independent and cautious investment judgements, promises to make his/her own decision for the use of the trust assets and give instructions to the Trustee.
  2. The capital gains and interest and income generated by the utilization and management of the trust assets shall belong to the Trustor, who shall assume the accompanying risks, fees, and taxes.
  3. The trust assets invested in targets other than savings are not protected by deposit insurance.
- (22) Assignment of rights and prohibition of pledge
- The Trustor/Beneficiary may not assign the rights and obligations arising from the trust to a third party, and may not apply for the pledged loan from the Trustee.
- (23) Obligation of confidentiality
- (24) Unless otherwise agreed upon by both parties or stipulated by law, the Trustee shall maintain the confidentiality of services dealings and transaction data of the Trustor/Beneficiary under the terms herein.
- (24) The use of personal information
1. The Trustee may collect, process, and utilize the personal information of the Trustor/Beneficiary under the following situations and allow the third party to utilize the personal information of the Trustor/Beneficiary within the scope for the following purpose:
    - (1) To handle the relevant transaction of trust.
    - (2) To provide to the Joint Credit Information Center, and other similar institutions, or the financial institutions with transaction with the Trustor/Beneficiary for the utilization of a specific services purpose (including providing information to a third party) pursuant to services registration items or articles.
    - (3) For the purpose of general financial competitor credit investigation and information exchange.
    - (4) For verifying the check holder signed by the Trustor/Beneficiary.
    - (5) The Trustee trusts the third party to handle affairs by law, and it is within the scope of the trusted affairs.
    - (6) The other purposes pursuant to other law and orders.
  2. The Trustee shall reveal the transaction information between the Trustor/Beneficiary to the following institutions:
    - (1) Competent authorities, judicial units and other government institutions with authority.
    - (2) The person authorized by the Trustee in accordance with the law to handle affairs.
- (25) Other special agreements
1. Trustee shall establish or amend relevant operating rules and place them at the Trustee's services premises or on its website, etc., and the Trustor/Beneficiary shall agree to follow them.
  2. In the trust contract, Trustee's services hours on weekdays and holidays does not represent the services days and services hours of related financial



institutions.

3. If the Trustor opens an automatic deposit management account of the Trustee separately, the relevant regulations shall also be complied with.
4. As to the return of all or part of the trust property, the Trustor/Beneficiary shall cooperate and handle it based on the relevant regulations and methods provided by the Trustee.
5. If the Trustor and Trustee have entered into other agreements on the "Agreed Terms for Handling Non-Discretionary Money Trust Investments in Domestic and Foreign Securities" before the signing of the Terms herein, and if such agreement is still valid, then Trustor agrees that such agreement shall be replaced by the Terms herein and its subsidiary agreement from the date of signing of the Terms herein.
6. Trustor agrees that when Trustor engages in fund transactions that comply with the criteria for short-term trading in the prospectus, Trustee may provide the Trustor related information (including ID number) to investment trust enterprises and offshore fund institutions or general agents in the format provided by the competent authority, offshore fund institutions or general agents.
7. When Trustor/beneficiary buys back the price, Trustee shall deduct the fees of buying back funds in short-term trading from the Trustor/Beneficiary whose trading behavior complies with the short-term trading criteria of the fund in accordance with the provisions of the prospectus. The actual regulations shall be based on the fund prospectus.

(26) Validity of Attachment

Other related document or attachments of the Terms herein (including but not limited to operating instructions, product manuals, special agreed terms and miscellaneous that are applicable to the trust's conduct as specified in this general agreement) shall be part of the contents of the contract, which shall be of the same effect.

(27) Governing Law and Jurisdiction

(28) The Terms herein are governed by the laws of the Republic of China. If the Terms herein are cause for or related to a lawsuit, both parties agree that the Taiwan Taipei District Court shall be the court of first instance jurisdiction.

2. Terms and condition for Conducting fund transactions via the Internet

(1) The Trustor uses a computer to instruct the handling of various trust investment transactions through Internet connection, including but not limited to various subscription, redemption, conversion, transaction or inquiry services. It is required to first apply for Online banking services to Trustee and sign the "Online banking Service Application/Change Agreement"/ "Entity Online banking Service Application/Change Agreement" or other related agreements provided by the Trustee, and Trustor may not use the computer network to instruct on transactions until obtaining the password designated by the Trustor and confirmed by the Trustee.

When the Trustor uses the service provided in the preceding paragraph, he/she shall first prove his/her identity with a password. The Trustor shall be liable for the confidentiality of the password. Trustee provides the service according to the instructions for the correct password. If there is no legal authorization by the Trustor, the Trustor shall notify Trustee to suspend the Service: before receiving the notice, for the effect of the trustee on the third party's use of the service, Trustor may not use the password against Trustee without its authorization, except for Trustee's intentional or gross negligence.

- (2) Trustor uses a computer to instruct Transaction to handle transactions of trust investment purchase requisition/conversion/redemption. Whether the transaction is made successfully in the end or not, the final result shall be defined after the Trustee has successfully placed an order with the trust investment corporate (fund issuing company). If the order is not placed successfully, Trustee shall notify the Trustor of it.
- (3) When the Trustor handles fund purchase transactions by computer, it is required to deposit a sufficient amount for deduction of charges for trust investment in the designated withholding account. If there is insufficient deposit when Trustee deducts the amount (or the account is seized by the court, or the amount may not be withdrawn because of a special incident or circumstance), such indicated transaction will fail.
- (4) Trustee shall provide the services provided by the Terms herein after receiving instructions as certified by the correct password from the Trustor. If the Trustee unilaterally believes that providing such services will cause the Trustee to violate relevant laws and regulations, the Trustee shall not have the obligation to provide such services.
- (5) When the Trustor instructs on various trust investment transactions through the Internet, such transactions shall be done within the Online banking service hours specified by the Trustee (fund transaction service hours are subject to the announcement of Trustee Online banking). In case of force majeure or factors that are not attributable to the Trustee, such as power failure, disconnection, network transmission interference, telecommunications congestion, damage by third party, etc., which make the transaction or other instructions delayed or not able to be completed, the Trustor agrees that the Trustee may handle the matter at its sole discretion without bearing any responsibility.
- (6) If the computer network service selected by the Trustor fails to handle the service due to various obstacles, it is required to handle the service by other agreed methods or in the Trustee's services office.
- (7) Both the Trustor and Trustee shall keep the records related to the service properly, and assume that the records kept by the Trustee are genuine.
- (8) If the Trustor intends to change the password, it shall be done via the computer network or other methods agreed by both parties, but it shall be effective after confirmed and agreed upon by the Trustee.
- (9) Trustor may notify the Trustee in writing or in other means agreed upon by both parties to terminate the service of the Terms herein, and Trustee may notify the Trustor to stop providing the service of the Terms herein at any time. However, before the termination takes effect, transactions that have occurred or have been scheduled and have not been cancelled shall still be valid. The foregoing termination shall be confirmed by the Trustee after he/she actually receives the notice of termination and the relevant matters are completed before it becomes effective.
- (10) Matters not provided by the Terms herein shall be handled in accordance with the "Online banking service application/change agreement"/"Entity Online banking service application/change agreement" signed by the Trustor and Trustee and other relevant agreements and provisions of laws.
- (11) When this computer network service is required to be changed due to the Trustee's system or legal regulations, Trustee may notify the Trustor to handle the relevant matters.

3. Fund Investment Risk Disclosure Statement

The trading characteristics of the fund differ from deposits, stocks and other investment tools. Before opening an account and deciding on a transaction, the Trustor/Beneficiary shall assess carefully whether his/her financial situation and risk tolerance are suitable for this type of transaction, and fully understand the following matters:

- (1) The trading of funds shall be based on his/her own judgment, and Trustee does not guarantee the profit or loss of the trust funds and the minimum return.
- (2) Trustor understands that investment may suffer losses because of the risks (including but not limited to market, price, exchange rate, liquidity risk and other risks), and may not request Trustee to share investment risks or losses for any reason, and is willing to take the responsibility for the investment results.
- (3) However, the funds approved by the Financial Supervisory Commission is not risk-free. The previous management performance of the fund corporation does not guarantee the minimum investment gains of the fund. The Trustor shall review and read the prospectus or related agreements in detail and understand the relevant investment risks before applying for purchase.
- (4) Trustor understands that trust funds are not deposits and are not covered by the Central Deposit Insurance Corporation.
- (5) The risk factors that shall be considered in fund transactions are as follows:

1. The risks that may arise from the investment target and the investment area: market (political, economic, social changes, exchange rate, interest rate, stock price, index or other price fluctuations of target assets) risk, liquidity risk, credit risk, industry services cycle changes, securities-related commodity transactions, laws and regulations, currency and other risks.
2. Due to the aforementioned risks, large numbers of beneficiaries' repurchases or suspension of calculation of the redemption price for a fund etc., there may be delays in the payment of the repurchase amount.

Trustor/Beneficiary hereby confirms that he/she has read all the terms of this risk disclosure statement, fully understands and accepts the contents shown in it with no disagreements, and confirms that he/she has read the relevant information and regulations of the investment target in detail before all subsequent transaction instructions.

## Chapter X. Terms of Foreign Account Tax Compliance Act (FATCA)

1. I am hereby informed and agree to cooperate with the Bank to comply with the necessary measures provided by domestic and foreign laws and regulations (including but not limited to FATCA and relevant laws and regulations of the Republic of China), treaties or international agreements, including the investigation of the nationality and tax materials of myself and my beneficiaries, and the tax materials and account information will be disclosed to domestic and foreign government agencies (including the government of the Republic of China and the federal government of the United States), and the investigation results will show that the relationship between the Bank and me complies with the specific conditions of domestic and foreign laws, treaties or international agreements (including but not limited to the required information which my beneficiary and I fail to assist in providing for the above-mentioned investigation, various schedules of this statement which may not be provided according to the facts, or the settlement of tax withholding handled for me when my beneficiary and I do not agree with the Bank to disclose the above information to the government of the Republic of China and the U.S. Federal government.
2. The description of the relevant terms in Article 1 referred to FATCA is as follows, and this description is for reference only. The relevant definitions shall be subject to the right interpretation of FATCA:
  - (1) FATCA: means the US Foreign Account Tax Compliance Act, 26 USC §1471~ §1474, or Chapter 4 of the Internal Revenue Code, and includes relevant administrative orders issued by the Internal Revenue Service (including but not limited to 26 CFR Parts 1 and 301), guidelines and application forms, etc.
  - (2) Treaties or international agreements: Including but not limited to the signing of the Intergovernmental Agreement on the implementation of FATCA between the government of the Republic of China and the government of the United States or the representatives or representative agencies of both governments.
  - (3) My beneficiary: Including but not limited to my designated automatic or regular transfer-in account holder; if I am a legal entity who is not a natural person, it shall be the person who directly or indirectly owns equity interests, partnership interests, investment interests, and trust interests to me, and other persons who may be determined as the persons who hold the account indirectly, but actually receive the benefits of the account according to FATCA.
  - (4) Nationality and tax materials: including but not limited to nationality, dual citizenship or permanent residence; taxpayer identification number, global intermediary identification number; U.S. tax Form W-8, Form W-9 or other alternative documents, and other account-related information that shall be investigated or obtained by financial institutions designated by FATCA.
  - (5) Other related nouns:
    1. Internal Revenue Code Chapter 4 Status: Including U.S. Person, Specified U.S. Person, exempted NFFE, or Passive NFFE, or status category of legal entities that are not natural persons, and other status categories the same as those provided in Chapter 4 of the Internal Revenue Code.
    2. U.S. Person and Specified U.S. Person: U.S. Person means the US Person specified in 26 USC §7701 (a)30, including US citizens, persons with permanent residency in the United States, partnership organizations, companies or estate consortia in the United States, or trust property over which the U.S. court has jurisdiction or a U.S. Person has control over it. Specified U.S. Person means any U.S. Person specified in 26 USC §1473 (3) who does not have the following characteristics: 1. Any entity whose stocks are frequently traded on the stock exchange market, 2. Any entity that also belongs to the aforementioned entity group specified in Item 1, 3. Any tax-free organization or natural person retirement plan referred to in 26 USC §501 (a), 4. U.S. (government) or government-owned institutions or investment tools, 5. Any U.S. federal state, the District of Columbia, U.S. (government) property, its branches, and its owned institutions or investment tools, 6. Any bank, 7. Any real estate investment trust, 8. Any supervised investment company, 9. Any mutual trust fund, 10. Any trust that is subject to the tax exemption requirements of 26 USC §664 (c) or complies with 26 USC §4947 (a) (1), 11. Brokers of the transactions or property, service of securities, commodities, derivative financial products (including nominal capital contracts, futures, forward contracts and options) in accordance with relevant U.S. laws and regulations, 12. Brokers, and 13. Any tax-exempt trust that complies with U.S.C. §403 (b) or U.S.C. §457 (g).
    3. Foreign Financial Institution (FFI) and Non-financial Foreign Entity (NFFE): FFI means a non-U.S. financial institution as defined in 26 USC §1471 (d) (4), and a financial institution means a bank that handles deposit services as defined in 26 USC §1471 (d) (5) to engage in investment and reinvestment, securities, partnership interests, commodity futures, or any institution whose main services deals with securities, partnership interests, and commodity futures interests (including futures, forward contracts or options). NFFE means any non-U.S. institution which is not a financial institution as defined in 26 USC §1472 (d).
    4. Exempted NFFE: means NFFE that meets one of the following conditions as defined in 26 CFR §1.1472-1 (c) (1): 1. Included in the entity limited by shares with a certain percentage of the company's stock which is frequently traded in the formal stock exchange market. 2. The affiliated entity of the aforementioned entity limited by shares. 3. NFFE that is fully controlled by residents of U.S. overseas territories. 4. Active NFFE. 5. Exempt non-financial institutions, including holding companies, financial management centers, self-insurance financial companies, newly established companies, liquidation or bankruptcy reorganized companies, or non-profits of the non-financial groups referred to in 26 CFR §1.1471-5 (e) (5), wherein the Active NFFE means an NFFE as defined in 26 CFR §1.1472-1 (c) (1) (iv) that meets the following conditions: 1. the passive income in the previous year was less than 50% of the gross income, and 2. the percentage of the weighted average value of assets that directly or indirectly generates passive income from the institution is less than 50%; wherein the passive income means the applicable dividends, interest, income equivalent to interest, rent or royalties income, annuities, surplus from disposal of passive income assets, surplus from specific commodity futures trading, surplus of Section 988 Transaction, the net income of National Trustor Contract as defined in 26 CFR 1.446-3 (c) (1), income from cash value insurance contracts, income earned by insurance companies on insurance and annuity contract reserves, etc. which are not excluded by related laws and regulations.
    5. Passive Non-Financial Foreign Entity (Passive NFFE): a Non-Financial Foreign Entity (NFFE) that is not an Exempted NFFE.
    6. Substantial United States owner: means the "specified US person" who directly or indirectly holds more than 10% of the equity (based on the proportion of voting rights or par value) in any entity as defined in 26 USC §1473 (2), the "specified US person" who directly or indirectly holds more than 10% of dividends or capital gains rights to any partnership, the "specified US person" who grants property to any trust, the "specified US person" who directly or indirectly holds more than 10% of the beneficiary rights in any trust. The calculation of 10% shall include the shareholding of the legal person client by the spouse, blood relative and side relatives, except for in-laws or stepchildren and stepparents or similar step relationships.

## Chapter XI. Disclosure of the Personal Data Protection Act

1. Consent statement for Use Purpose of FATCA Personal Data  
the Bank will collect, process and use the Contractor's personal data for the purpose of FATCA which shall be followed by the Bank and Contractor jointly. The Bank hereby informs:
  - (1) Purpose, period, area, object, category and method of personal data use  
the Bank will comply with all the provisions of Personal Data Protection Act, Enforcement Rules of the Personal Data Protection Act and other related laws and regulations, and collect, process and use Contractor's personal data by automated machines or other non-automated methods based on the contractual relationship or agreement procedure between Contractor and the Bank
    1. The purpose that the Bank collects, processes and uses Contractor's personal data shall comply with the purpose of FATCA jointly, and all necessary matters or procedures that meet the relevant domestic and foreign laws, treaties and international agreements shall be included (hereinafter referred to as specific purposes). The Bank shall process or use the personal data which Contractor agrees to provide according to the content of this Statement for this specific purpose. Unless Contractor's written consent is obtained or otherwise provided by laws, the Bank will never use Contractor's personal data for other purposes.
    2. Contractor's personal data category that the Bank collects, processes and uses includes the information of identification and financial details of the personal data categories announced by the Ministry of Justice.
    3. The period when the Bank processes and utilizes Contractor's personal data shall be from the time when Contractor applies for opening an account with the Bank to five years after the termination of the financial service relationship between Contractor and the Bank; the areas and objects of processing, utilization and international transmission shall include the services locations of the Bank throughout the Republic of China and the locations of the U.S. federal fiscal and tax authorities.

4. When the public sector requires the Bank to provide Contractor's personal data due to public interest or legal regulations, the Bank shall cooperate with the legal and formal procedures of the public sector to provide the required personal data.
- (2) That the Bank's use of the personal data shall comply with the comprehensive personal data protection and security maintenance plan of the company. Any process has strict control and management procedures and standard operating procedures.
- (3) When the Bank retains Contractor's personal data, the Contractor may apply for the following rights at the general services acceptance window during the Bank's services hours according to the provisions of the Personal Data Protection Act: 1. Inquiry or request to view Contractor's personal data; 2. Request a copy of the personal data made to Contractor; 3. Request to supplement or correct Contractor's personal data; 4. Request to stop collecting, processing or using Contractor's personal data; 5. Request to delete Contractor's personal data.
- (4) When the Bank proposes to collect personal data from the Contractor based on the above reasons, Contractor is free to decide whether to provide such data. If Contractor decides not to provide personal data or such data is not complete, the Bank may fail to provide comprehensive services, or must terminate service because it is not being able to effectively contact the Contractor.

**2. Performing the notification obligation stated in Paragraph 1, Article 8 of the Personal Data Protection Act**

- (1) Dear customer, Since the collection of personal information involves your privacy rights, when collecting your personal data, Sunny Bank (hereinafter referred to as the Bank) shall clearly inform you of the following matters in accordance with the provisions of Paragraph 1, Article 8 of the Personal Data Protection Act (hereinafter referred to as the Personal Data Protection Act): (1). The name of the non-public sector (2). The purpose of collection (3). The type of personal data (4). The period, region, object and method of using the personal data (5). The rights and methods that the parties may exercise in accordance with Article 3 of the Personal Data Protection Act (6). When the parties are free to choose to provide personal data, the effect they may have on their rights and interests if they do not provide them.
- (2) For the purpose of collecting your personal data, the type of personal data and the period, region, object and method of use of the personal data, etc., please read the table below for details.
- (3) According to Article 3 of the Personal Data Protection Act, you shall exercise the following rights subject to the personal data maintained by the Bank:
  1. Excluding the exceptions provided in Article 10 of the Personal Data Protection Act, you may inquire, request to read or request to provide a copy to the Bank, but the Bank may charge the necessary costs based on Article 14 of the Personal Data Protection Act.
  2. You may request supplements or corrections from the Bank. However, you shall properly explain the reasons and facts according to the provisions of Article 19 of the Enforcement Rules of the Personal Data Protection Act.
  3. If the Bank violates the provisions of the Personal Data Protection Act in the collection, processing, or use of your personal data, you may request the Bank to stop the collection in accordance with Paragraph 4, Article 11 of the Personal Data Protection Act.
  4. According to Paragraph 2, Article 11 of the Personal Data Protection Act, if there is any dispute regarding the correctness of personal data, you may request the Bank to stop processing or use your personal data. However, if such dispute is necessary and noted because the Bank is required to perform services operations, or is agreed upon by you in writing in accordance with the related provisions, it shall not be subject to this restriction.
  5. According to Paragraph 3, Article 11 of the Personal Data Protection Act, when the specific purpose of personal data collection disappears or the time limit expires, you may request the Bank to delete, suspend processing or use your personal data. However, when the Bank has to do so to perform its operation, or it is agreed upon by The Banjin writing in accordance with the related provisions, it shall not be subject to this restriction.
- (4) If you would like to perform the rights provided in Article 3 of the above-mentioned Personal Data Protection Act, please ask the customer service hotline of the Bank (0800-053388, 02-77366689) or visit the services offices of the Bank for inquiries about the way to perform the rights.
- (5) You are allowed to choose whether to provide relevant personal data and categories freely. However, if you refuse to provide personal data and categories, if it is required for services review or operation, the Bank may not be able to provide you the related services or better service because the Bank may not be able to conduct the necessary services reviews or operations. If you do not provide the personal data required by FATCA and do not agree to use and disclose it, the Bank may be required to withhold 30% of USA taxes of specific funds to the account when it complies with the withholding conditions provided by FATCA or the FATCA agreement between the Taiwan and the US governments. Moreover, if you still do not provide such data after a period of time, the Bank may stop providing related services of your account.

Note: You may request the Bank to stop using your relevant personal data for marketing through the Bank's service channels (such as calling the customer service hotline of the Bank, writing letters or visiting the Bank's services offices, etc.) at any time.

**Attachment**

Specific Purpose Explanation			General Information Type Gathering	Usage Period of General Information	Usage Location of General Information	Users of General Information	Usage of General Information
Service Type	Services Specific Purpose and Code Name	Common Specific Purpose and Code Name					
Deposits and Remittances	022 Foreign Exchange Services	040 Marketing	Name, Identity Number, Gender, Date of Birth, Contact Information and other detailed information such as relevant services application or the content of the contract, and the relevant services, account or service between the Bank and Customer and the personal information that is gathered	1. The duration of a specific purpose. 2. According to the relevant laws and regulations (such as Commercial Accounting Law, etc.) or necessary for the execution of the services, the preservation period or the preservation period set by the individual contract for the data preservation (go by the	The list of domestic and foreign locations of users is in the "Users of general Information".	1. the Bank (including outsourced institutions entrusted by the Bank to handle affairs). 2. Institution that uses information according to the law. 3. Other services related organizations (such as: Correspondent bank, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd, Interest	Comply with the relevant regulations on the general information protection by automatic machines or other usage method of none automatic machines.
	036 Deposit and remittance services	059 The financial service according to the relevant laws and regulations regarding the collection, use and handling of information.					
	067 Credit Card, Cash Card, Transaction card or Electronic check Services	060 Financial dispute handling					
	082 Integrated management of deposit and borrowing account	063 General information gathering and use that is set according to private regulations.					
	111 Check Services	069 Contracts, similar contracts or other legal relationship management matters					
	112 Check Exchange Services	090 Consumer, customer management and service					
	154 Credit Checking						
181 Other listed services registration or services set by the organization's regulations (such as: Safety box services,							

	<p>electronic finance services, agent collection, joint market cooperative promotion services, etc.)</p> <p>Comply with the U.S. overseas account tax compliance laws that requires collection processing and utilization</p>	<p>091 Consumer protection</p> <p>098 Services and technical information</p> <p>104 Account management and Claims Transaction services</p> <p>136 Information (communication) and database management</p> <p>137 Information Security and Management</p> <p>157 Survey, statistics and research analysis</p> <p>182 Other consulting and advisory services</p>	<p>from customers or a third party (such as Joint Credit Information Center) shall be the first choice for accurate information.</p>	<p>longest period ).</p>		<p>Guarantee Institution, Credit Card International Organization, acquiring services institution and authorized store, etc.).</p> <p>4. Organization authorized by law or financial supervisory organization.</p> <p>5. The person is authorized by the customer (such as the entity that has cooperative marketing or interactively uses customer information with the Bank and the entity has cooperative relationship to promote the services, etc.).</p> <p>6. U.S. federal government financial and Tax Organization.</p>	
<p>Wealth Management</p>	<p>001 Life Insurance</p> <p>022 Foreign Exchange Services</p> <p>036 Deposit and remittance services</p> <p>044 Investment management</p> <p>065 Insurance Agent</p> <p>068 Trust Services</p> <p>082 Integrated management of deposit and borrowing account</p> <p>093 Property Insurance</p> <p>094 Property Management</p> <p>166 Securities, Futures, Securities Investment Trust and Advisory Related Services</p> <p>181 Other listed services registration or services set by the organization's regulations</p>		<p>Name, Identity Number, Gender, Date of Birth, Contact Information and other detailed information such as relevant services application or the content of the contract, and the relevant services, account or service between the Bank and Customer and the personal information that is gathered from customers or a third party (such as Joint Credit Information Center) shall be the first choice for accurate information.</p>			<p>1. The Bank (including outsourced institutions entrusted by the Bank to handle affairs).</p> <p>2. Institution that uses information according to the law.</p> <p>3. Other related services institutions (such as: Correspondent bank, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd, Credit Card Insuring Institution, Credit Card International Organization, acquiring services institution and authorized stores, Insurance entity represented by the Bank, The non-Life Insurance Association of the Republic of China, The Life Insurance Association of the Republic of China, Taiwan Insurance Institute, Taiwan Insurance Guarantee Fund, Taiwan Residential</p>	

						<p>Earthquake Insurance Fund, Special Compensation Fund for Automobile Accidents, Institute of Financial Law and Crime Prevention, Financial Ombudsman Institution, Bureau of National Health Insurance, outsourced institutions).</p> <p>4. Organization authorized by law or financial supervisory organization.</p> <p>5. The person authorized by the customer (such as the entity that has cooperative marketing or interactively uses customer information with the Bank and the entity has cooperative relationship to promote the services, etc.).</p>
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**Chapter XII. Online Banking-Anti-Money Laundering and Countering the Financing of Terrorism**

**1. Decline to open an account, suspend or terminate the services relationship, close an account and adjust the account**

the Bank shall request the Contractor (including Contractor’s legal agent, guardian, auxiliary, authorized person, representative, etc.) to provide the procedure for opening an account and the relevant information of follow-up auditing procedure and necessary explanation. If the Bank reasonably determines that the Contractor has met one of following conditions, the Contractor agrees that the Bank has the right to reject account opening or temporary suspend, terminate this contract with or each services and relevant transaction of the Contractor (including setting the account as non-payable or frozen) and adjust the account or close the account:

- (1) Contractor’s account has been flagged by the court, Prosecutors Office, Judicial Police Organization or other authorized organization, or have been flagged as proceeding with illegal or abnormal transaction by other authorized organizations or the Bank.
- (2) Contractor and person in charge, representative, authorized person to sign and specimen chop, boarding or person who is equivalent to the mentioned high-level manager and its main shareholder and substantial beneficiary, is/are involved in a sanctions target, terrorism or identified as a high-risk person by the Government, foreign Government or international money laundering control organization (including but not limited to suspected illegal activities, money laundering, terrorist financing activities, people involved in huge cases or illegal cases reported by media, etc.).
- (3) Contractor is unwilling to cooperate with the Bank and its regular/irregular audit procedures or refuses to explain, provide the necessary information and explanation (including but not limited to representatives, agents, beneficiaries, etc.), or the Bank determines the audit result of the document provided by the Contractor as suspicious according to the mentioned audit procedure (including but not limit to suspected illegal activities, money laundering, terrorist financing activities, people involved in huge cases or illegal cases reported by media, etc.).
- (4) Contractor is unwilling to cooperate in explaining or unable to fully explain each services relationship and the type, purpose of transaction or the source of money, or the Bank deems Contractor having unusual activities or possibly money laundering after explanation (including but not limited to suspected illegal activities, money laundering, terrorist financing activities, people involved in huge cases or illegal cases reported by media, etc.).
- (5) For the contact information provided by the Contractor as specified in this Agreement or updated (including but not limited to phone number, email address or address, etc.), Contractor could not be reached to handle or cooperate with the audit process, causing the Bank’s failure to complete the regular or irregular schedule.
- (6) The related subjects, agent, remitter or payee with whom, or bank and its place where Contractor proceeds with diversified trades were terrorists or groups involved with sanctions or investigations by our Government, foreign country’s government, international money-laundering prevention & control organization, or high-risk subjects recognized by the Bank (including but not limited to suspected illegal activities, money laundering, information terrorism activities, person who is involved in huge cases or the severe cases involving persons reported by media, illegal cases, etc.).
- (7) Contractor handles each transaction and the transactions were determined to violate the laws or regulations of our country, international money laundering control organization or the relevant regulations on information terrorism combating by an overseas government.

**2. Disclaimer**

If the above-mentioned issues happen, the Contractor agrees that the Bank can follow the law (including but not limited to “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 Services and Other Financial Institutions Designated by the Financial Supervisory Commission”, “Template Important Information about Anti-Money Laundering and Counter Terrorism Financing of Banks” and “Deposit Account and relevant regulations” such as “Abnormal Transaction Management Regulations”). If the terms of this contract or the Bank’s regulation does not permit the opening, or temporary suspension of the account, terminate this contract or relevant transaction (including setting the account as non-payable or frozen), or adjust/close the account. If the Contractor suffers any loss or damage, the Contractor shall be responsible for the consequences and the Bank shall not be liable for the compensation.

If the Contractor does not fulfill the agreement in this article, he/she must explain immediately or provide relevant information, or obtain the agreement from a third party. If the relevant information wasn’t provided thus causing the transaction to be postponed, to fail, be terminated, canceled or put on hold or have the assets frozen, the Contractor shall be responsible for the result. If there is any additional Fees, the Contractor agrees that the Bank has the right to deduct the Fees from any deposit account. If the Bank suffers damages, the Contractor shall be responsible for the compensation.

**3. Personal Information**

Contractor agrees that the Bank has the right to gather, handle, use or transfer Contractor’s general information and relevant information from each services transaction in the scope of the specific purpose of preventing money laundering or combating information terrorism. If the Contractor provides general information to a third party (including but not limited to the responsible person, person in charge, substantial beneficiary or beneficiary), the Contractor shall let the third party know and agrees with the foregoing matters.

**Chapter XIII. Regulations Governing the Implementation of the Common Standard (the “CSR”) on Reporting and Due Diligence for Financial Institutions**

1. From January 1, 2019, our entity is required to collect and report relevant information about the Account Holder's/Controlling Person's tax residency status to comply with the Common Reporting Standard (CRS) announced by the Ministry of Finance (MOF) on November 16, 2017.
2. To comply with CRS, please fill this form to determine if you are a tax resident of other countries/jurisdictions for the purpose of automatic exchange of financial account information. If you are a tax resident of a reportable jurisdiction, our entity is obliged to pass the information with respect to your account to the tax authorities of the Republic of China (Taiwan, ROC), who will then relay this information with the tax authorities of the reportable jurisdiction.
3. If you have any questions about the determination of your tax residency, please refer to the OECD website: [www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/) or consult with your tax consultant for advice.

**Chapter XIV. Fees Standard for Diversified Services (Including each automatic services)**

**1. Fees Standard for Diversified Services**

Unit: New Taiwan Dollar.00

Services		Charge standards
For Deposit	Bankcard/Passbook/Deposit Receipt Replenishment (Replacement)	100.00/case
	Specimen chop Changes/Password Re-apply/Password Changes	100.00/case
	Unlock Code on Bankcard	50.00/time
	Periodic Setting of Time Deposit Pledge (Pledge to a Third Party)	100.00/piece
	Stop the paying function of NCD and report its loss	200.00/case
	Deposit account closed and cleared	For those who have opened an account for less than three months/ apply for the service by mail: 100.00/household Apply for the closing and clearing of the account not at the branch where the account was opened: 50.00/household (If via bank check, remittance, postage or phone/fax, there will be extra fees to be charged)
For Checking Deposit	Fees of Check Credit Inquiry	Check Category 1: 150.00/household Check Category 2: 250.00/household
	Issuance of checkbook	Deposit accumulation is more than 100,000.00: 5.00/ piece Deposit accumulation is less than 100,000.00: 20.00/ piece Redemption of Dishonored Check Record is more than or equal to two times: 50.00/ piece
	Balance is Insufficient for the Dishonored Check	225.00/piece
	Redemption of Dishonored Check Record	150.00/piece
	Stop the paying function of the reported lost check	Report Loss of Checkbook that is not empty: 200.00/piece Report Loss of Checkbook: 200.00/time
	Checking Depositor refuses to pay the bill after the settlement account applies for payment	300.00/piece
	Payment Order Cancellation	300.00/piece
	Cancel Payment Order Cancellation	100.00/piece
Others	Check Transfer Instructions (Authorized Transfer Instructions are recorded on the back of the check)	5.00/piece
	Domestic Outward Remittance	Cost 100.00 for each transaction for those the remittance amount is less and equal to two million and cost extra 50.00 for each Additional one million on remittance amount. (including less than one million)
	Collection Ticket	5.00/piece
	Draw-out Ticket (on-the-spot and collection)/ delay reminder	50.00/piece
	Issuance of Bank checks (including opening and change of payee)	100.00/piece
	Check drawing (Bank of Taiwan as payee)	300.00/piece
	Application for stored copy of check from a services in the same industry	100.00/piece
	Balance Certification of Taiwan/ Foreign Currency Deposit (Remittance)	50.00/slip
	Accountant's Confirmation	300.00/piece
	Retrieve Historical Transaction Record, agreement (report) table	Over One Year or in Stock warranty: 200.00/ record Within One Year: 100.00/ record
	Historical Account Statement Printing	Over One Year: 100.00/household Within One Year: 50.00/household
	Foreign Currency Exchange New Taiwan Dollar	100.00/time
	Reissue Convenience Store Collection Slip of Car Loan	100.00/slip
Retrieve Records that are kept by Credit Card and Loan Services telemarketing	200.00/call	
For Safety box	The specimen chop (password) of safety box is lost or changed.	100.00/case
	Reissue key (magnetic card) of safety box	Key Reissued: 500.00/household Magnetic Card Reissued: 400.00/household
For Loan	Loan Resigning Transcript Fee	Fees according to actual situation
	House Loan Index Conversion Fee	1,000.00/ record
	Reissue repayment certification (mortgage write off agreement)	500.00/household
	Reissue Each Copy of Claims Certificate	100.00/slip
	Car Loan Charges	2,600.00/ record

**2. Table of Minimum Deposit to Accrue Interest**

Unit: New Taiwan Dollar.00

Deposit Type	Start Value Amount
Demand Deposit /Demand Savings Deposits	10,000.00

Note: If the daily balance of one account does not reach the start value, the interest on that day's deposit will not be effective. For those exceeding the start value, their daily deposit will be calculated as 100.00 per unit.

### 3. Listed Transaction Charging of Each Automatic Service Equipment Standard Table

Unit: Each transaction/New Taiwan Dollar (.00)

Services/ Charges	Inter-Bank Transaction	Intra-Bank Transaction
Domestic Withdrawal by Financial Card	5.00	0.00
Domestic Transfer by Financial Card (Including Entity and Internet ATM)	12.00	0.00
Domestic Payment Tax of Financial Card (Note: According to the Financial Charging Standard)	15.00	0.00
Transfer by Phone	12.00	0.00
IC Bankcard Deduction (Taiwan and Japan) 🇺🇸	0.00	0.00
International Withdrawal of IC Bankcard (Japan) 🇯🇵	(Withdrawal Amount in Japanese Yen×0.8%)+ 150Japanese Yen. Each amount of transaction may not be less than 390 Japanese Yen.	
International Withdrawal of IC Bankcard (Hong Kong and Macau) 🇭🇰	100.00	
Cirrus 🇺🇸 International Financial Card Cross-border Withdrawal	Each foreign currency withdrawal transaction will be charged the additional 1.1% of the amount and NT\$100.00.	

### 4. Details on Online banking (including mobile banking) Fees

Unit: Each transaction/New Taiwan Dollar (.00)

Services	Cost Standard	
New Taiwan Dollar deposit Services Charges	Inter-bank Fund Money Transfer	1. Cost 12.00 for SSL each Inter-bank Fund Money Transfer transaction amount less than or equal to two million dollars. 2. Cost 15.00 for SSL each inter-bank transaction amount is less than or equal to two million. 3. Cost 15.00 for FXML each inter-bank transaction amount is less than or equal to two million dollars. Cost additional 10.00 for every additional one million dollars (including less than one million dollars).
	Intra-bank Fund Money Transfer	0.00
	Tax/ Fee Paying Transaction	It is the same as Inter-bank Fund Money Transfer Charges in general, but still need to be set by individual payment item. (Note: According to the financial fee standard)
Foreign Exchange Services	<b>Please refer to the Bank's "Collection Standard for Every Foreign Exchange Services" (including DBU and OBU)"</b>	
Fund Services	<b>According to the relevant agreement that is signed and approved by the Trustor and the Bank.</b>	
Certificate Fees	1. Costs 2,000.00 for FXML Entity Certificate Fees (Two-Year). 2. Costs 1,000.00 for FXML Entity Certificate Fees (One-Year). 3. Costs 450.00 for Certificate carrier equipment.	

### 5. Electronic Financial Services Charging Standard Table

Unit: Each transaction/New Taiwan Dollar (.00)

Services	Amount	
Sunny Pay	System Service Fee	The monthly collection amount of 60,000 or more (excluding) is 320 per month.
	Inter-bank Refund Transfer Charges	12.00 (Note: To be paid by the seller)
	Withdrawal Charges	10.00
	Closing Account Charges	20.00 (Note: For "Sunny Pay", the balance of the electronic payment account may not be less than NT\$20.00 if user has not cleared the account)
Remittance of cross-border Alipay funds	Cross-border Export Charges	Amount × 1%

### 【Appendix】 Sunny Bank internal regulations announcement

**For customer's protection, the Bank hereby follows the laws and regulations and the Bank's internal regulations to prohibit employees and customers as follows:**

2. Employee is prohibited to keep the deposit receipt, passbook, specimen chop, Bank Card, electronic Certificate, password and the specimen chopped withdrawal receipt, loan receipt or fund instructions on behalf of the customer.
3. Employee is prohibited to use Online banking, phone record and ATM machine to handle transaction such as cash withdrawal, fund transfer, product investment on behalf of the customer.
4. Employee is prohibited to handle financial transactions on behalf of the customer.
5. Employee is prohibited to provide their account or a third party's account to be used for the customer's private transaction.
6. Employee is prohibited to suggest or imply to the customer to write incorrect information.
7. Employee is prohibited to borrow money from the customer.
8. Employee is prohibited to request or receive money, financing or other benefits from customer or a third party.
9. Employee is prohibited to use the branch or employee's address as the address for the customer's transaction or the sending address of transaction.
10. Employee is prohibited to recommend, sell a product, service and services that is not approved by the Bank to the customer.
11. Employee is prohibited to from opening an account for the customer without thoroughly verifying the customer's identity.

※ **If you find out that our employee is committing one of the above behaviors, don't hesitate to inform the manager of the Bank or call the customer service hotline 0800-085-134, and the Bank will impose the necessary disciplinary measures on the employee according to the regulations after verification.**

**In order to protect your rights and avoid any dispute, please do not ask the Bank's employee to perform one of the above actions/behaviors. Thank for your cooperation! ※**