

## Online Trust Account Opening Agreement

Digital version 0517

- The Applicant is aware that the latest account opening master agreement can be obtained from branches or from the Bank's website at any time. The Applicant hereby acknowledges having been given a reasonable amount of time to review the account opening master agreement and the Online Trust Account Opening Agreement. The Applicant agrees to thoroughly comprehend all terms of the trust account opening master agreement, the Online Trust Account Opening Agreement, and the Bank's policies concerning the use of special purpose money trust for local/foreign securities investments before utilizing trust services.
- Key terms of the trust account opening agreement: With reference to the Important Disclosure of Trust Account Agreement placed on the disclosure section of standard contract on SCB website, The Applicant confirms having fully comprehended all terms of trust of the account opening master agreement and the meaning and agreed terms of the Online Trust Account Opening Agreement.
- Trust account opening: The Applicant has understood and agreed to all terms of the account opening master agreement and all mentioned details including the operating rules, rights and obligations, alteration and termination of agreement, relevant charges, absence of deposit insurance coverage over special purpose money trust, dispute handling, grievance channels, and reminders about personal information.
- The Applicant confirms having submitted the application personally, and that the Applicant does not possess U.S. citizenship.
- The Applicant agrees to furnish personal documents (such as National ID card) if requested by the Bank for the purpose of completing the account opening process. The online trust account opening request will be voided if the Applicant does not respond within the timeframe specified by the Bank; in which case, the Applicant will be required to raise a new application to apply for the service.
- The Applicant agrees and understands online trust account opening cannot be accepted and need to go to Branch for application if it's because of the Bank's internal review mechanism or no updated personal information. The Bank has the rights to approve the trust account opening for the Applicant. If the Applicant was a national, resident or the wealth, income are from the countries under sanction or have other reasons for refusing the application, the Bank will reject the account opening of the Applicant.
- By using the "Agree" function below, the Applicant would be deemed to have expressed consent in person for the Bank to proceed with online trust account opening. This form of consent shall be equally enforceable by law as a written agreement. Should the Applicant require a printed copy, the Applicant may click the "Print" button located at the bottom of this page to print the various agreements needed. Alternatively, the Applicant may log in to the Internet banking service once their online trust account opening has been completed, and click on the service function requested to inquire or print out a physical copy of the latest agreement.
- Once the trust account has been opened, the Applicant shall agree to trade instruments according to the rules of the competent authority and the Bank, and the terms of the application.
- The Applicant acknowledges that it needs to apply the service of foreign exchange and mutual fund before investing in mutual fund product via internet banking.
- The Applicant acknowledges that it can realize the trust business manager, registered address, contact phone number of the Bank via the website of the Bank, for example, annual report, branch information, etc.
- The Applicant acknowledges that it can have access to the version of online trust account opening via the website of the Bank, and that the agreement the Applicant can print out via internet banking is the latest version .

## Account Opening Master agreement - Terms of Trust

### Terms of the trust account

**Preamble** Subject to compliance with laws and the Bank's policies, the Applicant may instruct the Bank, whether in person or through other means agreed, to activate the opened trust account, and commence using it with immediate effect once the Applicant receives confirmation from the Bank. The Applicant understands and agrees that the Bank may reject the Applicant's request to subscribe to certain products that are bound by law to undergo investor suitability analysis, and based on which the Applicant is deemed unsuitable for the product requested. The Applicant also agrees to comply with the terms mentioned

herein.

**The Applicant has been given a reasonable amount of time to review the terms and rules pertaining to trust services. The Applicant is expected to comprehend the terms of the trust, including but not limited to the Bank's policies concerning the use of special purpose money trust for local/foreign securities investments, before utilizing trust services.**

## **One. Common trust clauses (Use of special purpose money trust for local/foreign securities investments)**

### **I. Principal, Mandatory and Beneficiary**

1. The Applicant is both the Beneficiary and Principal of this trust arrangement. The Principal is entitled to receive all benefits from the trust arrangement established under this agreement. The Applicant's name and address are as specified in the relevant account opening application.

2. The Bank, with a principal place of business at 1F and 9F, No. 168 and 7F, No. 170, Dunhua North Road, Songshan District, Taipei City, has been appointed as the Mandatory of this trust arrangement. Detailed addresses and contact numbers of the Mandatory's branches have been published on the Bank's website under the page titled "Service Locations."

3. Unless otherwise specified by law, changes to the abovementioned Beneficiary are subject to the Mandatory's consent and must proceed in the manner specified by the Mandatory.

### **II. Transfer of entitlement and prohibition against encumbrances**

Unless otherwise specified by law or consented to in writing by the Mandatory, the Principal/Beneficiary may not transfer any entitlements or obligations under the various trust agreements or place encumbrances for the benefit of any third party, except in the case of inheritance, Beneficiary's surrender without recourse, legal auction, or transfer of beneficiary rights to one single party. Furthermore, the transfer of beneficiary rights shall also conform with the following rules (unless otherwise specified by law):

1. The transferee of beneficiary rights must be an institutional investor.
2. The value of beneficiary rights held by each Beneficiary must be no less than NTD10 million, and the total number of Beneficiaries shall not exceed 35 after the split/transfer.
3. The Beneficiary is required to provide the Mandatory with details such as the identity of each transferee, the number of beneficiary rights to be transferred, the transferred agreement etc, and obtain the Mandatory's consent before proceeding with the transfer of beneficiary rights.

### **III. Use and loss of signatory seal**

1. The Principal shall register the use of a signatory seal for all trust-related transactions with the Mandatory.

However, in cases where subscriptions are made via Internet/phone banking but redeemed at a counter, the Principal may complete the redemption at any of the Bank's branches using the seal pattern shown on the Applicant's universal seal specimen card, if available. If the Principal does not possess a universal seal specimen card, the signatory seal shall be used instead if one is registered with the processing branch. If the Applicant has not registered a signatory seal with the processing branch, then the signature pattern used for the account where redemption proceeds are credited into shall be used instead.

2. If the signatory seal is lost, stolen or destroyed for any reason, the Principal must immediately notify the Mandatory to stop further transactions using the seal. However, the Mandatory shall not be held liable for any payments or withdrawals approved before the loss is reported in writing.

### **IV. Use and outsourced use of personal information**

**1. If the Principal had opened the trust account prior to the implementation of the newly revised (2010.05.26) Personal Information Protection Act (i.e. on or before September 30, 2012):**

**(1) The Mandatory may collect, computer-process, use and permit the following third parties to use the Principal's/Beneficiary's personal information and transaction details, or disclose them to the Mandatory's other departments, parent company, local/foreign branches, subsidiaries, affiliated companies, or any other third parties that the Mandatory or the parent company has a business relationship with, for the purposes listed below.**

- a. Where necessary to facilitate trust services, or for administrative, managerial, data management, research, analytical, and joint marketing purposes.**
- b. Information may be provided to the Joint Credit Information Center or other similar institutions, or financial institutions that the Principal/Beneficiary has existing relationships with, for their registered business activities or for purposes specified in their articles of incorporation (including provision of information to**

other third parties).

- c. Information may be provided to peer financial institutions for credit assessment or as part of the regular exchange.
- d. Information may be used to respond to inquiries made from parties in possession of cheques issued by the Principal/Beneficiary.
- e. Information may be used to provide products and services to the Mandatory.
- f. Information may be used to permit third parties to offer products and services to the Principal/Beneficiary.
- g. Information may be given to the Mandatory's subcontractors for the services they are commissioned to perform.
- h. Information may be used for other purposes permitted by law.

(2) The Mandatory may disclose the Principal's/Beneficiary's transaction details to the following parties or authorities:

- a. The competent authority, the justice department, or any authorized government agencies.
- b. Parties that have been commissioned by the Mandatory to handle various affairs.

(3) The Principal agrees that the Mandatory may outsource part or all its processes, including but not limited to marketing, tax administration, telecommunication, computerized operations, database creation, processing, output, back-end operations, document scanning, data input, statement printing, packaging, mailing, remittance, deposit, payment, exchange, credit assessment, collection and any transaction-related processes to a third party. In addition, the Mandatory may disclose the Principal's information to third parties for the purpose of facilitating the above processes.

2. If the Principal had opened the trust account after the implementation of the newly revised (2010.05.26) Personal Information Protection Act (i.e. on or after **October 1, 2012**): (1) All collection, processing, use and cross-border transmission concerning the Principal's/Beneficiary's personal information shall proceed according to the Personal Information Protection Act and the Bank's "Notes on Collecting, Processing, and Use of Personal Data."

V. Duty of confidentiality The Mandatory shall maintain confidentiality over all business dealings and transaction relationships with the Principal/Beneficiary under various trust arrangements, unless otherwise specified in the agreement or regulated by law.

#### VI. Ownership and distribution of entrusted properties at the end of the trust relationship

The Mandatory shall return the entrusted properties to the owners of the respective trust agreements once the trust relationship is terminated. The Mandatory shall also prepare a closing report of how the entrusted properties have been managed, and have them acknowledged by owners of the respective trust agreements.

#### VII. Governing law and jurisdiction

1. Both parties agree to seek arbitration in accordance with the policies of the Trust Association of R.O.C. for any disputes arising in relation to the various trust agreements.

2. All trust agreements shall be governed by the laws of the Republic of China. Both parties agree to designate Taipei District Court as the court of first instance for any litigation arising from the trust agreements, unless the law has specified another jurisdiction. 3. Any matters that are not addressed herein shall be handled according to the laws of The Republic of China and common market practice.

VIII. Taxation All tax affairs relating to various trust services shall proceed according to the tax laws of The Republic of China and any future amendments thereof. Foreign currency-denominated investments that need to be converted into NTD shall proceed according to the tax laws of the Republic of China or policies of the Mandatory.

#### IX. Special clauses

1. In the event that the Principal does not fulfill any obligation owed to the Mandatory under this agreement, the Mandatory shall be entitled to seize any accounts, deposits or assets that the Principal/Beneficiary has held with the Mandatory, and offset them against liabilities that the Principal/Beneficiary owes to the Mandatory.

2. Unless otherwise specified in the Bank's policies, the Mandatory shall reserve the right to create or amend rules for the respective trust arrangements, and publish them at the Mandatory's business premise or website. The Principal/Beneficiary shall agree to comply with the amended terms.

3. The business days and business hours mentioned in various trust agreements do not include public holidays in which the Mandatory chooses to open for business on an exceptional basis.

4. The Principal/Beneficiary shall agree to have the entrusted properties returned, whether in whole or in part, according to the rules and methods specified by the Mandatory.

5. All trade instructions pertaining to trust investments must be made personally by the Principal. The Principal agrees to refrain from handing over any deposit

certificate, account passbook, signatory seal, password, ATM card, signed blank withdrawal slip/trade instruction/subscription form or any trade document to the Mandatory's staff or any third party, and to refrain from asking the Mandatory's staff or third parties to transfer money, subscribe funds, invest in products, or withdraw cash on the Principal's behalf using automated services such as Internet banking, phone banking, and ATMs. The Principal agrees to assume full responsibility and indemnify the Mandatory for any losses caused as a result of the Principal's breach against the above terms.

X. Dispute handling and grievance channels See Article 24 in section "I. Account opening terms" - "One. General provisions" of the account opening master agreement.

## Two. Use of Special Purpose Money Trust for Local/Foreign Securities Investments

I. Purpose of trust Under this trust arrangement, the Principal will entrust a certain amount of money to the Mandatory, and authorize the Mandatory to invest the entrusted capital in local/foreign funds, beneficiary certificates, shares, securities, bonds, exchange-traded funds (ETF), or any instruments approved by the competent authority (collectively referred to as "local/foreign securities" below), and manage and dispose the entrusted properties for the interest of the Beneficiary according to the Principal's instructions.

### II. Investment boundaries and the type, name, quantity and value of entrusted properties

1. The entrusted funds may be invested into local/foreign securities chosen by the Principal. The choice of securities shall be limited to those that have been approved by the competent authority and those that have been shortlisted and accepted by the Mandatory.

2. The Principal shall entrust properties in the exact type, name, quantity and value as specified in the Mandatory's trade instructions or other agreed terms. Placement of assets is limited only to the types deemed acceptable by the Mandatory.

3. The type, name, quantity and value of properties mentioned above must comply with the Mandatory's policies on use of special purpose money trust for local/foreign securities investments, and terms such as minimum purchase, currency etc.

### III. Duration and effectiveness of the trust agreement

This trust arrangement has an indefinite duration. However, the Mandatory and the Principal are both entitled to terminate the trust relationship in accordance with Article 11 of the terms stated herein.

### IV. Management and use of entrusted property

1. The Mandatory does not have discretion over the use of entrusted properties. This discretion shall be exercised by the Principal. The Mandatory will act on the Principal's instructions and transact with counterparties on behalf of the Principal using the Mandatory's name. This trust arrangement has been categorized as a special-purpose money trust.

2. The Principal may not issue instructions that constitute violations against laws. Except in cases where the Principal's instructions are deemed illegal or inappropriate, the Mandatory is bound by its duty to manage and dispose the entrusted properties strictly according to the Principal's instructions. The Principal's trade instructions must comply with the Mandatory's policy on "Use of Special Purpose Money Trust for Local/Foreign Securities Investments."

3. The Mandatory shall have the authority to trade, settle, exchange currency and perform any actions relevant to the use of entrusted funds, and dispose the entrusted properties according to the Principal's instructions. The Mandatory shall also be authorized to exercise rights and fulfill obligations on behalf of the Principal on matters that are relevant to the invested assets (including but not limited to attending and exercising voting rights at shareholder meetings and beneficiary meetings).

4. The Mandatory will not issue any trust certificates to the Principal; however, the Mandatory will notify the Principal in writing of any domestic/foreign securities purchased with the entrusted fund at the Principal's request. The written notice will only serve as proof for the receipt and purchase of invested assets, and may not be used as certificate for the entrusted amount or as proof for the values or rights of domestic/foreign securities held by the Principal.

5. The Principal/Beneficiary and the Mandatory are bound to comply with the rules of the trust service, the terms of instruments invested, and any regulations deemed applicable. When investing in local/offshore mutual funds, both parties shall comply with policies set forth by the fund manager, particularly with regards to subscription, redemption, conversion, pricing, timing, processes, NAV calculation, income distribution, charges, unit NAV, fee calculation, and any matters relevant to the operation of a fund. In addition, the Principal/Beneficiary also agrees to proceed according to the Mandatory's internal policies and procedures. Where fund conversion is prohibited by the fund manager, the counterparty, the custodian or any relevant institutions, both parties shall also agree to comply accordingly. The above term is also applicable to other financial instruments with similar conditions.

6. The Principal/Beneficiary may not claim interest on the entrusted capital for any period of time before it is paid to the trade counterparty; or in the case of refunds made to the Principal/Beneficiary upon cancellation/termination of the agreement, liquidation of invested instrument, or any circumstances described

in Article 12 of the terms and conditions, no interest can be claimed on the amount refunded net of charges (including but not limited to trust management fees).

7. To the extent permitted by law, the Principal allows assets to be placed in trust in the form of deposits, whether at the Mandatory or at any third party, for the period of time until it is invested in local/foreign securities, or after redemptions are made on local/foreign securities, or for whatever reason that the entrusted assets are placed in monetary form.

8. The Mandatory is obligated to exercise the duty of care as a prudent manager, but does not guarantee successful deals for every one of the Principal's transactions. If a subscription cannot be completed as instructed, the Principal shall agree to have the Mandatory refund the entrusted amount and service charges free of interest. If a fund redemption or conversion cannot be completed as instructed, the Principal shall allow the Mandatory to complete the redemption or conversion request on the next business day or the next available trade day. The Principal also acknowledges that the Mandatory is not liable for any losses caused by the absence of matching deals, whether the subscription/redemption/conversion request is rejected or delayed for any reason.

#### **V. Use of entrusted funds and change of instruction**

1. The Principal shall place investment capital in the same currency as the invested asset, or in the currency accepted by the Mandatory. Return of entrusted capital or income shall be made in the same currency as the one entrusted by the Principal in the first place, or in the currency specified by the Mandatory. This excludes situations that the laws have stipulated otherwise. In the event that the invested asset is denominated in a currency different to the currency accepted by the Mandatory or different to the currency permitted by law, the Principal shall allow the Mandatory to exercise full discretion over the exchange of different currencies.

2. When investing in local/foreign securities through a special-purpose money trust, the Principal may have all related proceeds and charges automatically deducted from any (including but not limited to) deposit account opened with the Mandatory. However, the Principal will be required to specify an account number in every instruction that involves the use of special-purpose money trust. The Principal also agrees to the following terms:

(1) If the signatory seal of a payment account is changed, lost, stolen or destroyed for any reason, the Principal must notify the Mandatory immediately and complete the necessary procedures. In the meantime, the Principal shall assume full responsibility of any payments made from the account until the relevant procedures have been completed.

(2) The Principal should have account passbook updated at the Mandatory's place of business as soon as the abovementioned payment is deducted. The Principal shall assume full responsibility of any payments made from the account before the passbook update.

(3) The Principal will be solely responsible in situations where the balance of the payment account falls short of the amount payable, or if payment is delayed for reasons that are not attributable to the Bank.

3. Investment capital and related charges shall be deducted from the Principal's own account opened with the Mandatory (which can be an NTD, foreign currency, current deposit, or savings deposit account) or using a credit card (applicable only for small sum investments). The Principal's trade instructions will be deemed canceled if credit card payment is rendered unsuccessful due to insufficient balance, erroneous details, limit suspension or any reason that is not attributable to the Principal.

4. The Principal's instructions, including but not limited to the use of entrusted capital, changes to the quantity of investment, the invested instrument, the debited account or date of debit, suspension (resumption) of payments, update of personal information, change of registered seal etc, must be issued according to the Mandatory's policies and made at least one banking business day before the scheduled payment date.

5. For every instruction issued by the Principal, the Mandatory will conduct the necessary identity verifications. Once the Mandatory has exercised its duty of care as a prudent manager in verifying the origin of the trade instruction, the instruction then becomes legally binding to the Principal, even if it is proven on a later date to be fraudulent or have been issued by an unauthorized person. Subject to the Mandatory's consent, the Principal may authorize a third party (hereinafter referred to as the "Delegate") to issue trade instructions on the Principal's behalf, provided that doing so complies with the Mandatory's policies. The Principal also agrees to the following terms:

(1) All tasks authorized to the Delegate must fully comply with the Mandatory's rules and procedures. Instructions issued by the Delegate are deemed to have originated from the Principal/Beneficiary, and are legally binding to the Principal/Beneficiary. The Principal/Beneficiary shall be solely liable for any losses or disputes suffered as a result of this delegation.

(2) The Principal/Beneficiary and the Delegate will be held jointly liable to compensate the Mandatory for any disputes or losses caused as a result of this delegation.

(3) The Principal/Beneficiary acknowledges the Mandatory's right to reject the Delegate's instructions if the transacted product, structured currency account or instrument fails to match the Principal's/Beneficiary's investment suitability profile maintained with the Mandatory. Regardless of whether the Mandatory chooses to accept or reject such transactions, the Principal/Beneficiary shall agree to accept all risks as a consequence.

(4) To protect the interests of the Principal/Beneficiary, the Mandatory may (but is not obligated to) confirm with the Principal/Beneficiary on any doubts it has with regards to instructions issued by the Delegate. The Mandatory may deny the Delegate's instructions until its doubts have been clarified.

(5) Any disputes between the Principal and the Delegate shall not involve or be used to claim against the Mandatory. The Principal understands and agrees that the Mandatory may reject the Delegate's instructions if it does not comply with the Mandatory's policies, or if the Mandatory has any doubt with regards to the Delegate's authority or instructions. The Mandatory will assume no responsibilities whatsoever under these circumstances.

6. The Mandatory may reject the Principal's instructions if it finds them unclear or pose potential breaches against policies on Use of Special Purpose Money Trust for Local/Foreign Securities Investments. In which case, the Mandatory shall inform the Principal of its decisions in the shortest time possible.

7. Should any of the invested instruments become subject to a capital increase (decrease), liquidation, change (of name, denominated currency, pricing method, unit of investment etc), merger, dissolution, trade suspension, settlement suspension, liquidation or financial distress, or is in any way restricted by laws or rules of the issuer that renders the Mandatory unable to continue its holding of that instrument (such as changes to the list of eligible holders, failure in meeting the minimum requirements, breaches of the maximum limit, and any other investment prohibitions), the Principal/Beneficiary shall agree to cease further uses of that particular instrument and assume responsibility for all gains and losses arising as a result.

8. The Principal agrees that the Mandatory may terminate the Principal's regular investment plans and cease further payment deductions without informing the Principal in circumstances where it is required to do so because of local/foreign regulations, the competent authority's instructions, tax considerations, reporting obligations or other issues of concern, or if the Principal is found to have violated or failed to fulfill obligations under this agreement.

9. In the event that the Principal is likely to be prohibited by law from investing or holding certain instruments, the Mandatory shall have the right to reject the Principal's trade instructions involving such instruments. In which case, the Mandatory may also inform the Principal, terminate existing transactions, and redeem/sell part or all of the abovementioned instruments held under the Principal's name.

#### **VI. Transaction charges and returns on trust**

1. The Principal shall bear charges on all subscription, redemption, conversion and purchase of funds and securities that the Mandatory is instructed to perform, at rates specified by the respective fund managers or counterparties (including but not limited to issuers, securities firms, brokers, underwriters and agents, who may collect payments directly from the trust account held with the Mandatory).

**2. In addition to the charges and taxes listed in Article 5 of "Use of Special Purpose Money Trust for Local/Foreign Securities Investments," the Principal will also be liable to pay custodian fees according to the Mandatory's policies. The amount, the rate, and the timing of such fees are defined by the Mandatory. The Principal hereby confirms having been given, or read from the Bank's website, information on fees applicable to the trust arrangement at the time the trust account is opened or at the time trade instructions are issued. For any adjustments made to the fee details, the Mandatory is required to notify the Principal in writing or using any communication method specified in Article 12 of "Use of Special Purpose Money Trust for Local/Foreign Securities Investments" at least 60 days before taking effect. If the Principal does not agree to the changes, the trust account must be liquidated before the effective date or otherwise the Principal would be deemed to have agreed to the changes. The Mandatory has the right to reject or suspend trust services if the Principal fails to pay charges at the specified due dates, and may even charge interests on late payments at the prevailing rate calculated by the Mandatory.**

3. If the trust investment becomes subject to a litigation, arbitration, judgment or similar proceeding involving a third party for reasons that are not attributable to the Mandatory, the Principal shall agree to bear all expenses including processing fees, lawyer fees and litigation charges and have such disputes resolved at the Mandatory's discretion in the Mandatory's name.

**4. The Principal understands and agrees that any compensation, fees, discounts or benefits of any kind that the Mandatory receives from its trade counterparties in relation to the trust arrangement under this agreement (the special-purpose money trust) may be withheld by the Mandatory as a form of remuneration for its trust services, to the extent permitted by law. Details relating to remuneration for the Mandatory's trust services, including the rate, name, calculation, timing and method of payment, have been specified in product descriptions and special clauses, and shall be treated as part of this trust agreement.**

#### **VII. Income distribution**

Calculations, timing and methods relating to the distribution of income earned on the Principal's trust capital shall proceed as specified in the prospectus of

various local/foreign securities in which the Principal has invested. Income that the Mandatory receives from the respective fund managers or counterparties shall be treated as income earned on the entrusted capital. The Principal agrees and authorizes the Mandatory to receive cash income generated from the entrusted capital, and to handle distributed income (net of relevant fees) according to the Mandatory's policies.

VIII. Exchange rates For transactions that involve an exchange of NTD for a foreign currency or vice versa, the Principal shall agree to have the Mandatory or fund manager/counterparty execute the exchange of currency at rates prevailing within a reasonable period. The Principal agrees that the Mandatory may engage its own banking department to execute the currency exchange. **The Principal also agrees to bear whatever exchange rate risks that may arise due to currency exchange.**

#### IX. Responsibilities of the Mandatory

1. The Mandatory shall exercise the duty of care and loyalty as a prudent manager, and manage the entrusted properties in manners that conform with the Principal's instructions.

**2. The Mandatory does not guarantee protection of invested capital or minimum returns. The Principal will assume all risks, gains and losses associated with the entrusted properties.**

3. The Principal may not hold the Mandatory responsible or claim against the Mandatory for any losses caused by actions or inactions of the securities issuer, manager, settlement institution, custodian or any third party, unless the loss is attributable to the Mandatory's conducts.

4. The Mandatory shall provide trust services in its own capacity, but may also engage a third party to handle trust-related affairs on its behalf under extreme circumstances or with the consent of the Principal. In which case, the Mandatory will be responsible only for the selection and supervision of the third party; any expenses incurred as a result shall be borne by the Principal and may be collected by the Mandatory from the entrusted properties.

5. The Mandatory shall be indemnified against failure or delay in fulfilling its duties under this agreement and any losses, destruction or inaccessibility it may cause to the entrusted properties due to force majeure events such as natural disaster, war, terrorism, workers' strike etc that are neither attributable to nor controllable by the Mandatory.

6. No employee of the Mandatory is allowed to make forecasts about securities values or exchange rates. **However, the Mandatory may provide information on assets requested by the Principal, to the extent permitted by law. This information will serve only as a reference, and the Principal is expected to exercise own judgment and assume all risks of loss.**

**7. Information of any invested instrument, such as NAV (price), indicative exchange rate and indicative market value, are provided by the Mandatory as part of its service to the Principal and shall serve as references only. This information may differ from what has been published by local/foreign securities issuers and the actual transactions. The Principal may not claim against the Mandatory or demand compensation for any losses incurred as a result of the provided information.**

8. The Principal should be aware and able to exercise judgment that subscription, conversion, sale and redemption of local/foreign securities may be delayed due to public holidays or terms of the invested assets. The Mandatory does not assume responsibilities whatsoever regarding the abovementioned delays and is not obligated to inform the Principal.

9. Unless otherwise specified by law, the Mandatory is required to provide the Principal and Beneficiary with a transaction report after each use of entrusted properties. Statements also need to be prepared and handed over to the Principal and Beneficiary on a regular basis. The transaction report can be produced in the form of a confirmation notice, passbook, certificate or any document that adequately represents transaction details, or using any other methods agreed. Statements, on the other hand, can be produced in the form of a regular report stated in the Trust Law or Trust Enterprise Act, or in any other document of similar purpose (e.g. monthly transaction records). Transaction reports and statements can be combined and handed over to the Principal and Beneficiary as one single document.

10. Except where otherwise agreed or instructed by the Principal, the Mandatory may send trade confirmations, statements, and any correspondences on trust-related transactions (including but not limited to notice letters, statements of overseas income, proof of transaction, etc.) via email if one is provided by the Principal and/or Beneficiary. If no email address is provided, the Mandatory will send correspondences to the Principal and/or Beneficiary by way of physical mail. Where correspondences are distributed by way of email, the Principal and Beneficiary both agree to treat correspondences as delivered once they have been sent by the Mandatory to the email address specified by the Principal and/or Beneficiary without rejection from the email server.

11. If errors are found in the record of investment units/shares held under the Principal's/Beneficiary's trust account, the Mandatory shall be permitted to make corrections upon discovery without notifying the Principal/Beneficiary in advance, regardless of whether the error is due to the fault of the issuer, the

Mandatory or the custodian bank. If errors are found after investments are sold at the Principal's/Beneficiary's instruction, the Principal/Beneficiary shall immediately return all proceeds back to the Mandatory upon request.

X. Disclosure of stakeholder information Pursuant to Article 25, Paragraph 2 and Article 27, Paragraph 2 of the Trust Enterprise Act, the Mandatory is not subject to the restrictions stated in Article 25, Paragraph 1 and Article 27, Paragraph 1 of the Trust Enterprise Act when it has no discretion over the use of entrusted properties. Nevertheless, the Bank will still disclose details of any transactions conducted with stakeholders under this agreement at the Bank's website, under the section titled "Statutory Disclosures" - "Stakeholder Transactions Pursuant to Articles 25 and 27 of the Trust Enterprise Act," and highlight them in transaction reports and statements prepared for the Principal.

#### **XI. Changes, cancellation and termination of the trust agreement**

**1. Any changes made to the terms of this agreement must be highlighted and published at the Mandatory's website and/or place of business or notified to the Principal in writing. This excludes changes that are the result of regulations, court orders, or instructions of the competent authority. The Principal would be deemed to have agreed to changes made to the master agreement if the Principal does not raise any objection in writing and terminate this agreement along with relevant accounts held at the Mandatory within 15 days of knowledge. For adjustments made to fee details, however, the Mandatory is required to notify the Principal in writing or using any communication method specified in Article 12 of "Use of Special Purpose Money Trust for Local/Foreign Securities Investments" at least 60 days before taking effect.**

2. If the Mandatory is rendered unable to manage the entrusted properties for the purposes specified due to new regulations, government directives or amendments thereof or any circumstances that are not attributable to the Mandatory's conducts after the Principal has signed the agreement and placed investment capital, either party shall be entitled to terminate this agreement by serving written notice to the other or using any communication methods agreed between the two.

3. Unless otherwise agreed, this agreement will be terminated under any one of the following circumstances:

- (1) When the purpose of trust becomes unachievable.
- (2) When termination is ruled by court or ordered by the competent authority.
- (3) When either party is incapacitated or becomes subject to a dissolution, restructuring, bankruptcy or business suspension. In which case, the other party shall be entitled to terminate this agreement by serving a written notice or using any means agreed between the two parties.
- (4) Over the duration of this agreement, the Principal may initiate termination of this agreement by serving an advance notice using methods agreed by the Mandatory.

#### **XII. Distribution of entrusted properties at the end of the trust relationship**

Upon termination of the trust relationship, all gains attributable to the Principal (including interests accrued) shall be distributed by the Mandatory in the following manner, except in cases where the balance does not cover processing fees or administrative charges which the Principal agrees to surrender without recourse:

1. For cash: cash shall be deposited into the redemption account or income account specified by the Principal. If both accounts have been closed or if a foreign currency-denominated instrument gives rise to the need of another account in a different currency for whatever reason, the Principal shall agree to have redemption proceeds or income deposited into any account held with the Mandatory's banking department that is of equivalent currency. If the Principal has no other deposit account of the same currency with the Mandatory, the Principal may either collect the sum in cash at counter or have the Mandatory issue a cheque of equivalent value and mail it to the Principal's mailing address using regular mail.

2. For shares: unless otherwise regulated by the competent authority or in circumstances where in-kind settlement is allowed, the Principal shall authorize the Mandatory to dispose all possessions at the prevailing market price and distribute cash proceeds in manners described in the above paragraph.

3. For mutual fund units: the Principal shall agree to have the Mandatory redeem all outstanding units for cash, and distribute cash proceeds in manners described in the "Cash" paragraph.

#### **XIII. Policies on short-term trading**

**The Principal has understood trade counterparties' policies on short-term trading (or other similar names), and acknowledge counterparties' rights to restrict, reject or cancel subscription/conversion requests if the Principal is found to have been involved in short-term trading (this applies also to subscription and conversion requests that have been accepted by the Mandatory).** If the Principal is deemed to have been involved in short-term trading, a higher subscription fee may be charged at the rate notified by the fund manager.



#### XIV. Other terms and conditions

1. If the Principal had previously signed other money trust agreements with the Mandatory that are still in effect, the Principal shall agree to supersede all existing agreements with terms of this agreement from the day it is signed.
2. The Mandatory shall reserve the right to create or amend rules of the trust service, and announcement them through statements issued to the Principal or at the Mandatory's business premise or website. The Principal shall agree to comply with the amended terms without objection. However, the Principal/Beneficiary may choose to terminate this agreement and liquidate the trust account if they do not agree with the amended terms.
3. The Principal must notify the Mandatory and furnish documentary proofs as requested, if the Principal becomes subject to U.S. laws or laws of other countries, or becomes an U.S. citizen or a citizen of another country, whether at the time of account opening or after changes have taken place. The Principal shall be solely responsible for any consequences due to failure in meeting the above obligations. In the meantime, the Mandatory may terminate this trust relationship and resolve to measures specified in this agreement. The Principal also agrees to compensate the Mandatory for any damages (including but not limited to penalties issued by the competent authority) and liabilities (including but not limited to expenses, losses, fines and charges of similar nature) caused as a result.
4. The Mandatory may report to the competent authority if the Principal refuses to provide identity information on cash transactions when told to do so, or if the Principal shows any intention to prevent the Mandatory from keeping records of transactions or application forms.
5. Dividends distributed from the entrusted properties are subject to supplementary premiums according to the National Health Insurance Act, which the Mandatory will withhold from the sum of dividends received and deposit the remainder into the Principal's/Beneficiary's account. In special circumstances, however, the Mandatory may agree to pay the Principal/Beneficiary the full amount of dividends before collecting supplementary premiums from any other deposit accounts that the Principal/Beneficiary has held with the Bank. The Principal/Beneficiary must repay any shortfalls immediately if there is insufficient balance in the accounts, otherwise the Mandatory may pursue legal actions to recover the amount. Collection of supplementary premiums, as described above, is applicable only to domestic income. Details such as minimum withholding requirement per transaction and withholding percentages are governed by the National Health Insurance Act and Regulations Governing the Deduction and Payment of the Supplementary Insurance Premium of the National Health Insurance.
6. The Principal acknowledges that the Mandatory may be obligated under U.S. tax laws to report the Principal's details (including but not limited to personal information and transaction history) to the U.S. tax authority, if the Principal chooses to invest in instruments issued by the U.S. government or by U.S. companies, including but not limited to mutual funds, U.S. stock exchange-listed shares, American Depositary Receipts (ADR), ETFs and warrants. The Principal is expected to seek opinions from tax consultants about tax implications of U.S. instruments listed above and how they affect the respective investments.

#### 7. Notes on OBU clients (applicable to OBU clients)

(1) OBU clients are not applicable to financial consumer dispute handling mechanism of Financial Consumer Protection Act, OBU clients shall read the product documents in details and fully understand the offshore financial product. Except for the related product documents which has another rule or follow other regulations, they haven't been reviewed or approved by local authority and are not applicable to the rule for noting or application submission and only recommend or trade for R.O.C. offshore clients by OBU.

(2) If it's invested in the products which haven't reviewed by local authority, the product document may be provided by Chinese version or English version.

#### XV. Declaration of non-U.S. residency

1. (1) The Principal/Beneficiary primarily resides outside of the United States.
- (2) The Principal/Beneficiary resides outside the United States at the time securities invitation is received and at the time trade instruction is issued.
- (3) The Principal/Beneficiary is not an U.S. citizen (referred to as "Non-U.S. Person"<sup>1</sup> below) defined in section 902(k) of the U.S. Securities Act of 1933 (and subsequent amendments thereof; collectively referred to as "Securities Act" below)
- (4) Securities are purchased with capital sourced from non-U.S. accounts.
2. All securities invitations received and trade instructions issued by the Principal/Beneficiary will be made by self or other Non-U.S. Persons residing outside the United States at the time of occurrence.
3. The Principal/Beneficiary and all accounts represented by whom will be purchasing securities mainly for investment purposes, and will not sell or offer them in any way that violates against the Securities Act.
4. The Principal/Beneficiary agrees to comply and commit to any declarations or assurances made in relation to securities trading rules or "conversion restrictions."

5. The Principal/Beneficiary is not a related institution/member of the Bank (as defined in Section 144 of the Securities Act), and nor does it represent any related institution/member of the Bank.

6. The Principal/Beneficiary will not engage in hedge transactions using this security, except for legitimate transactions permitted under the Securities Act.

7. When investing in the above securities that are issued in the form of beneficiary certificates, the Principal/Beneficiary acknowledges that such securities are not publicly issued within the United States, as per Securities Act, and nor have they been registered in accordance with the Securities Act.

8. The Principal/Beneficiary also acknowledges that: securities represented by these beneficiary certificates have been registered in accordance with U.S. Securities Act of 1933 (and subsequent amendments thereof; collectively referred to as "Securities Act" below); the issuance of such securities, however, is exempted from registration according to Regulation S of the Securities Act. These securities may not be sold, exchanged or in any other way offered to or for the benefit of U.S. persons within the boundaries of the United States or its territory, whether directly or indirectly (as defined in Regulation S). These securities, unless subject to comply with Regulation S, shall be exempted from registration under the Securities Act. These securities may not be purchased by or sold to U.S. persons. Unless otherwise permitted by the Securities Act, no hedge transactions may be performed using this type of securities.

9. The Principal/Beneficiary agrees to pay all tax expenses associated with securities transactions, including but not limited to taxes payable on capital gains.

10. The Principal/Beneficiary understands that the Bank or other third parties may base their judgments upon the confirmations, acknowledgments and consents that the Principal/Beneficiary has made here. The Principal/Beneficiary agrees to notify the Bank immediately if any declarations or assurances made here are no longer accurate or complete. [The Principal/Beneficiary also agrees that, unless notified separately in writing, the Bank or any third party may consider the Principal/Beneficiary has having confirmed, acknowledged and agreed to the above every time an instruction is made to purchase securities from the Bank.]

11. The Bank reserves the right to base its decisions upon the content of this document. This authorization by the Principal/Beneficiary is irrevocable in nature. When inquired by administrative, judicial or government agencies, the Bank may present or produce duplicate copies of this document to any parties relevant to the inquisition.

Note 1: U.S. citizens and Green Card holders residing outside the United States are defined as Non-U.S. Persons here

### Three. Risk disclosure for entrusted capital

I. Prior to investing in local/foreign securities, the Principal is advised to take reasonable amount of time to review details and rules pertaining to such securities (including but not limited to the prospectus) and understand the risks of investing in them (including but not limited to the loss of invested capital, exchange rate risks, price risks and political risks). In the worst scenario, the Principal may lose all invested capital and interests accrued. Past performance of individual instruments do not represent future performance. The investment is made at the sole, independent judgment of the Principal. All capital gains and interests earned on securities invested using the entrusted capital are attributable to the Principal; meanwhile, all associated risks, losses, expenses and tax burdens shall also be borne by the Principal. The Principal may not request the Mandatory to share losses for any reason. None of the Mandatory's head office, local branches and foreign branches are responsible for managing the invested securities, and neither are they liable for the gains or losses of invested securities and nor do they guarantee protection of invested capital or minimum returns. The Mandatory assumes no responsibilities whatsoever regarding actions or inactions of the fund manager, trade counterparty, custodian, brokers, or agents or employees thereof. Money entrusted by the Principal to the Mandatory is intended for subscriptions of local/foreign securities; it is not treated as deposit and nor does it constitute any liability to the Mandatory's head office, local branches or foreign branches. Money kept under a special-purpose money trust and any interest-paying financial instrument it is used to invest in are not treated as deposits and hence fall outside the coverage of the Deposit Insurance Act.

II. Trading of foreign securities will involve buying/selling shares, warrants, beneficiary certificates, bonds, ETFs and other instruments in a foreign stock exchange, making the Principal subject to comply with foreign regulations. The Principal is expected to comprehend all potential risks of investing in foreign securities and assess the following issues before commencing investment:

1. Foreign securities may be prone to different risks depending on the type of instrument and the market invested. The Principal is expected to learn the characteristics and risks of the instruments invested, whether they are shares, options, beneficiary securities, bonds, or exchange-traded funds (ETF).

2. Investing in foreign securities involves trading in an overseas exchange. The Principal is expected to comply with the laws and rules of the local exchange, which may differ from the laws of the Republic of China.

3. Investing in foreign securities involves the use of foreign currencies. The Principal will be prone to exchange rate risks in addition to the gains and losses of the instrument itself.

4. When investing in foreign securities, fund managers, counterparties or securities issuers may provide the Principal with relevant information, research reports, or notices concerning the Principal's interests. These documents are prepared according to the laws of respective countries, for which the Principal is expected to exercise sole discretion and personal judgment.

5. The Principal is required to sign a Foreign Securities Consignment Trading Agreement before investing in foreign securities, and is expected to fully understand details regarding settlement fees, the settlement currency, exchange rate and calculations.

6. This risk disclosure merely represents a summary and does not constitute an exhaustive list of all possible risks and market factors that the investment may be prone to. The Principal is expected to comprehend this Article and take into consideration other factors that are likely to influence an investment decision. Please conduct proper risk assessments before any transaction to avoid unbearable losses.

7. Fund managers, trade counterparties and local/foreign regulations may impose restrictions on the Principal's ability to sell the invested securities (including but not limited to restrictions on the target and location of sale). The Principal is expected to learn and be aware of relevant restrictions prior to investing. The Principal shall assume all responsibilities, risks and losses that arise due to lack of knowledge towards relevant restrictions.

III. RMB instruments The Principal is required to comply with the laws of the Republic of China, the laws of the People's Republic of China and any clearance agreements deemed relevant when conducting RMB-denominated trust investments at any domestic banking unit (DBU). The Principal hereby declares of having read and agreed to part III. Other issues - Two. Risk Declaration for RMB Services (DBU) of this agreement. The Principal is advised to take full consideration of the risks disclosed in this risk declaration when making use of RMB services.

#### IV. Risk Declaration for Securities Investment Trust Funds

This risk declaration has been prepared in accordance with "Securities Investment Trust and Consulting Association Fund Offering, Subscription and Redemption Procedures." Funds are different to deposits, shares and other investment instruments. Before opening an account or investing into this instrument, the Principal should carefully evaluate own financial status and risk tolerance, and be aware of the following:

1. Funds are traded at the Principal's own judgment. The Principal must understand and be willing to tolerate possible gains and losses, including the risk of losing all capital invested.

2. The fact that funds have been approved for offering by the Financial Supervisory Commission does not imply that they are risk-free. The Company's past performance should not be construed as a guarantee on minimum returns. Except for its duties as a prudent manager, the Company is not liable for the gains or losses of the funds it offers, and nor does it guarantee minimum returns. The Principal is advised to fully comprehend the prospectus before subscribing.

3. The Principal's trading decisions should take into account of the following risk factors:

(1) Risks associated with a particular instrument or region: market risk (political, economic and social changes; volatility in exchange rates, interest rates, share prices, indices, or prices of other assets), liquidity risk, credit risk, cyclical risk, and for securities-related instruments in particular, the risks associated with trading rules, regulations, currency etc.

(2) Due to the risks described above, there is a possibility that fund managers may choose to delay payment of redemption proceeds if the number of redemption requests accumulates to an extent that forces the fund to suspend calculation of redemption prices.

4. Funds are intended to deliver long-term returns, and hence investors should not expect to achieve high yields over a short horizon. The price and gains of any fund type may rise or fall; therefore investors do not necessarily recover all amounts invested.

5. Funds are not protected by deposit insurance, insurance guaranty fund or any similar systems.

6. For any disputes arising from fund transactions, the Principal may raise complaints to the Securities Investment Trust and Consulting Association or to the Financial Ombudsman Institution.

7. This risk declaration merely represents a summary and is not exhaustive of all the possible risk factors that fund investments are prone to. In addition to comprehending this risk declaration, the Principal should also read fund prospectus in details and be alerted to other influencing factors, and make proper financial plans and risk assessments before trading, in order to avoid suffering losses that are beyond tolerance.

#### V. Disclosures concerning distribution of dividends from invested capital.

Fund may pay dividends out of invested capital. Any amount paid out of the invested capital may reduce investors' initial investments. Dividends paid by certain funds may be subject to additional charges. Details concerning payment of dividends from invested capital and the relevant charges involved have already been disclosed by the respective fund issuers or distributors at their websites.

#### VI. Disclosure of risks concerning high-yield bond funds

The Principal should be fully aware of the following risks that pertain specifically to high-yield bond funds before investing:

1. Credit risks: high-yield bonds are either below investment grade or are unrated; therefore they are prone to risks of issuers' default and bankruptcy.
2. Interest rate risks: bond prices are affected by interest rate fluctuation; a rise in interest rate may cause bond prices to fall and bond holders to suffer losses; the same applies to high-yield bonds.
3. Liquidity risks: high-yield bonds may lack liquidity due to absence of trading activities; in which case, investors may not be able to sell bonds at reasonable prices over the short term.
4. Investors are advised not to allocate an excessive weight of their portfolios in funds that feature a high-yield bond focus; investors who are intolerant of the risks involved are advised not to invest in high yield bond funds.
5. For dividend-paying high yield bond funds, it is possible that dividends may be paid out of income or principal. Any amount paid out of the invested capital may reduce investors' initial investments. Dividends paid from the funds are subject to further administrative charges.
6. High yield bond funds may invest in U.S. Rule 144A offerings (up to 30% of total assets for domestic funds; no restrictions apply for offshore funds); these bonds are privately placed in nature and may be prone to lack of liquidity, inadequate disclosure of financial information, and higher volatility caused by non-transparent price information.

## Other terms relating to online trust account opening

Please visit the Bank's web page at <http://www.sc.com/tw>, go to Statutory Disclosures and read policies on "Use of Special Purpose Money Trust for Local/Foreign Securities Investments" and "Charges for Special-purpose Money Trust Investments" for more details.

One. Operating rules concerning use of special purpose money trust for local/foreign securities investments

I. **Business hours for accepting foreign securities trading instructions involving the use of special purpose money trusts:** (requests raised after business hours are treated as transactions of the next business day)

Security type	Domestic bond fund - subscription	Other domestic funds	Offshore funds or securities
Counter operating hours	09:00-10:20	09:00-15:00	09:00-15:25

Refer to product terms and conditions or announcements for special business hours pertaining to any particular instrument or transaction method.

II. **Investment suitability analysis:** Customers are expected to be fully aware of the risks associated with their instruments prior to investing, for which the Bank may request customers to complete their individual investment suitability analyses before processing transactions.

III. **Delivery of entrusted capital and fees:**

1. The Principal shall place capital in the currency specified for the instrument or in the currency accepted by the Mandatory. Return of entrusted capital or income shall be made in the same currency as the one entrusted by the Principal in the first place, or in the currency specified by the Mandatory. This excludes situations that the laws have stipulated otherwise.
2. When making single or small-sum investments, the Principal may specify to have investment proceeds and charges collected from the Principal's (NTD/foreign currency) current (savings) deposit account held with the Mandatory. The Principal may choose to have invested capital, trust fees and other charges automatically deducted from the account, subject to the Mandatory's approval.
3. Orders placed on public holidays (whether in the local or the foreign market) will be processed on the next available trading day. The same applies to conversion and redemption requests.
4. In a redeem-and-subscribe transaction, the Mandatory will first deduct all relevant fees from the redemption proceeds and then use the remainder to subscribe to the specified instruments within the same day the redemption proceeds are collected. However, in the event of force majeure or system failure, the Principal shall agree to have the Mandatory postpone the transaction until the next business day.

IV. **Unless otherwise specified, use of special purpose money for local/foreign securities investments are subject to the following restrictions:**

1. Minimum sum per transaction:

Type of trust	NTD	Foreign Currency
Minimum amount of single transaction for A-share funds	Offshore - NTD50,000 and above Domestic - NTD10,000 and above	Equivalent of NTD50,000 and above
Minimum amount of small-sum transaction for A-share funds	NTD3,000 (inclusive)	Equivalent of NTD3,000 and above
Minimum investment for domestic bond funds	NTD100,000 and above	None
Foreign shares and ETFs	None	USD 10,000, GBP 6,500, EUR 8,000, HKD 80,000, JPY 800,000, SGD 13,000, AUD 10,000, or RMB 60,000 and above

Type of OBU security	Minimum sum of OBU investment
Offshore funds or foreign securities - applicable only to foreign currency trusts	
Subsequent investments	
	Equivalent of US\$50,000

2. For other per-transaction investment limits, please refer to product terms and conditions or the Bank's internal policies for details. Contact the Bank's service staff if there are any queries.

V. Payment of trust service remunerations and charges:

1. Trust service remunerations and charges that the Principal may be liable to when investing in local/foreign securities

(1) Trust service remunerations and charges for A/B-share funds, Straight Bonds, ETFs, shares, and other securities:

Invested instrument	Trust service remuneration	Fees in advance	Fees in arrears	ETFs and shares	Straight Bonds	Other securities
		Class A Shares	Class B Shares			
Subscription fees		0%-3% collected at time of subscription	No subscription fee is payable at time of subscription	1.5% collected at time of subscription (a fee of 1.5% + local share transaction costs is payable at time of redemption Note 1)	0%~5% collected at time of subscription (a fee of 0%~5% at time of redemption Note 2)	0%-3% collected at time of subscription
Deferred fees (to be collected at time of redemption)		None	Varies for different fund series (see Item 2(9) of this Paragraph) 1. A fee of up to 4% is chargeable if the fund is redeemed after being held for less than three years. 2. Fees are waived on funds that have been held for more than four years.	None	None	None
Trust management fees		To be collected by the Bank for three years after the subscription date based on the types of securities involved. This amount is deducted from redemption proceeds when securities are redeemed. Trust management fees are collected according to the agreed calculation methods, subject to a minimum of NTD200 (or equivalent foreign currency). If the calculation concludes a sum that is less than NTD200, a sum of NTD200 (or equivalent foreign currency) will be collected instead. OBU securities are subject to a trust management fee of no lesser than USD20 (or equivalent foreign currency). (Management fees of ETFs, shares, and depository receipts are not subject to any minimum amount) Customers are reminded that subscriptions made on or before September 30, 2007, will still be subject to the previous fee terms.				
Conversion fees	To be collected by the Mandatory	NTD500 (for foreign currency trusts, an equivalent sum of NTD500 will be charged in the currency of the source fund). OBU investments are subject to a trust management fee of no lesser than USD20 (or equivalent foreign currency).		Not convertible	Not convertible	Not convertible
	To be collected by the fund manager	0%-1%	0%-1%	Not convertible	Not convertible	Not convertible
Channel service fees - at time of subscription		0%-4%	0%-4%	None	None	0%-5%
Channel service fees - for the holding period		0%-2%	0%-2%	None	None	

Note 1: local share transaction costs: Investors are required to pay a "SEC Fee" when selling securities at any U.S. exchange. This amount is calculated by applying a certain fee rate to the transaction sum, and the fee rate is adjustable by the U.S. government from time to time.

Subscription and redemption fees of ETFs and shares at U.S. exchanges are calculated as follows:

Units subscribed (redeemed) \* unit subscription (redemption) price \* fee rate = subscription (redemption) fees (subject to a minimum of USD80 per subscription/redemption)

Trust service remuneration for derivatives: see product descriptions.

Note 2 : The subscription fee and redemption fee for straight bonds are embedded to subscription/redemption order price and don't be collected from clients additionally. Clients need to pay accrued interest (if any)

(2) If there are any discrepancies between the fees explained here and the fees described in product descriptions or documents, the details stated in product descriptions/documents shall prevail.

2. Calculation, payment timing and payment method for trust service remuneration and various charges:

(1) Subscription fees: calculation of subscription fees: amount invested in local or foreign fund or other securities \* fee rate = fee amount. (Note: amount invested in local or foreign fund or other securities + fee amount = subscription amount payable). Subscription fees are collected in the same currency as the subscribed fund/security. Timing of subscription fee payment: the Principal shall pay fees to the Mandatory at the time when subscribing to local/foreign funds or securities.

(2) Trust management fees: trust management fees are collected only for three years after the date of subscription. Calculation: amount redeemed × trust management fee rate × number of days held ÷ 365. (Customers are reminded that subscriptions made on or before September 30, 2007, will still be subject to the previous fee terms.)

Security type	Domestic-issued bond/money market fund	Domestic-issued overseas investment funds	Domestic-issued equity funds	Offshore funds	ETFs and shares	Straight Bonds/Other securities	OBU securities
Management fee rate	Not required	0.2%	0.2%	0.4%	0.2%	0.2%	0.2%; or 0.4% for offshore funds (subject to a minimum of USD20 or equivalent foreign currency)

(3) Conversion fees: conversion fees are collected on a per-account, per-transaction basis (in the event of a partial conversion, fees are charged for the amount converted). The Mandatory may also collect fee shortfalls if any. These fees are calculated based on rates specified by the respective fund issuers, and are payable in one lump sum by the Principal to the Mandatory and fund issuer. Timing of conversion fee payment for monetary funds: if a customer initially subscribes to a monetary fund and requests to convert into an equity fund or a bond fund some time later, the Bank will collect fees on the initial subscription and on the subsequent conversion. Fees will be collected in NTD or the original currency. Calculation of initial conversion fees for monetary funds: (a) amount converted from fund A X fee rate for converting into fund B; or (b) conversion fee charged by the Bank at NTD500 or equivalent foreign currency + additional fees charged by the fund issuer. Timing of fee payment: the Bank will deduct the above amount from customer's deposit account when the conversion is executed. Subsequent conversions will be subject to conversion fees charged according to the Bank's policies. Small-sum subscriptions of equity or bond funds may not be converted into monetary funds.

(4) Channel service fees - at time of subscription: calculated by multiplying the applicable fee rate to the amount of entrusted capital. To be paid by counterparties or fund issuers to the Mandatory at the time of subscription. If this service fee has already been listed in product description or

fund prospectus, the counterparty/fund issuer will deduct this amount from the daily net asset value of the respective instruments.

(5) Channel service fees - for the holding period: to be calculated by the Mandatory by applying the fee rate to net asset values published by counterparties/fund issuers. This fee will be paid by counterparties/fund issuers to the Mandatory. The method of payment may differ depending on the counterparties or fund managers involved, and may occur on a monthly, quarterly, semi-annual or annual basis. If this service fee has already been listed in product description or fund prospectus, then the counterparty/fund issuer will deduct this amount from the daily net asset value of the subscribed fund.

(6) Distribution fee: this distribution fee will be collected by fund issuers according to their policies. They are deducted from funds' net asset values, and are not collected by the Mandatory.

(7) If the Principal issues a trade instruction and later cancels it before the cutoff time specified by the Mandatory, the Mandatory may collect a reasonable sum from the Principal to cover its costs.

(8) **The Principal understands and agrees that any compensation, fees, discounts or benefits of any kind that the Mandatory receives from its trade counterparties in relation to the trust arrangement under this agreement (the special-purpose money trust) may be withheld by the Mandatory as a form of remuneration for its trust services, to the extent permitted by law. When investing in structured instruments and overseas bonds, the Mandatory may disclose the above remunerations it receives from counterparties in documents such as product descriptions and terms and conditions.**

(9) Notes on B-share funds and fees

**A. Notes on trading**

(a) Should the Principal choose to invest in B-share funds, no subscription fee will be collected by the Mandatory at the time of subscription, according to the fund issuer's policies. However, the fund issuer will collect a "deferred fee" at the time the customer redeems; this fee is calculated based on the length of the holding period and will be deducted from redemption proceeds. The "deferred fee" mentioned above is how fees are charged for Class B Shares. The Principal will be charged a "conditional deferred fee" only if the fund is redeemed before the agreed duration; the Principal will be exempted of all fees if the investment is held beyond the agreed duration. (See the table for details)

(b) The Principal acknowledges that investment in certain products may be subject to Distribution Fees and "Shareholder Service Fees" in addition to the usual fund management fees, as specified in the prospectus. The abovementioned fees are deducted from the daily net asset value.

**B. Calculation of deferred fees:** based on fee rates listed in the table below, the fund issuer will compare the initial NAV and the NAV at time of redemption for the subscribed fund, and apply the appropriate rate to the lower of the two over the period of time the fund is held by the Principal. In circumstances where the fund is converted into a different category after the initial subscription, the Principal will be charged a deferred fee: 1. based on the rate applicable to the initial fund when redeeming AB Class B Shares; or 2. at the highest rate among all different fund types that the investment had once held, when redeeming Fidelity B-Class Shares.

Holding period	Equity funds		Bond funds	
	AB/Fidelity	Janus/Franklin Templeton/Pioneer	AB/Fidelity	Janus/Franklin Templeton/Pioneer
Year 1	4%	4%	3%	4%
Year 2	3%	3%	2%	3%
Year 3	2%	2%	1%	2%
Year 4	1%	1%	0% (0 from year 4 onwards)	1%
Year 5	0% (0 from year 5 onwards)	0% (0 from year 5 onwards)	0% (0 from year 4 onwards)	0% (0 from year 5 onwards)

[Note: deferred fees of AB U.S. High Yield Portfolio are calculated using the rate applicable for equity fund]

**VI. Payment of redemption proceeds:**

The Mandatory will credit redemption proceeds into the Principal's deposit account as instructed by the Principal. Payment of redemption proceeds is subject to the policies of the respective fund issuer or counterparty.

Timing of redemption payments:

1. Redemption of offshore funds or securities: within 7 to 10 business days from the day instruction is given
2. Redemption of domestic equity funds/domestic-issued overseas funds: within 3-8 business days from the day instruction is given
3. Redemption of domestic bond funds: within 1 to 3 business days from the day instruction is given
4. TWD trusts are paid in TWD. For foreign currency-denominated trusts, the redemption proceeds shall be paid in the same currency the invested instruments are denominated in at the time of redemption. The Principal cannot choose which currency to credit into the account.

**VII. Income distribution:**

1. The Principal agrees to have any income earned on the entrusted capital and any dividends paid from foreign securities processed according to product terms and conditions and policies of the fund manager and the Mandatory.
2. The Principal agrees that all capital gains and interest earned on securities invested using the entrusted capital are attributable to the Principal; meanwhile, all associated risks, losses, expenses and tax burdens shall also be borne by the Principal.
3. Apart from fees collected under this agreement, the Mandatory will not share any income or loss associated with the entrusted capital.
4. With regards to subscription or holding of U.S.-listed ETF, shares and depository receipts, the U.S. tax law requires non-U.S. persons to pay a 30% tax on income sourced from the United States, such as cash dividends. The Mandatory will authorize its counterparty to collect the 30% tax on dividend at the source. This taxation rule may differ depending on the details of transaction or market conditions.

**VIII. Small-sum trust investments:**

1. The Principal may choose to pay trust capital, trust fees and any associated charges by way of auto account debits, and authorize the Mandatory to collect payments from the deposit account specified and agreed between the Principal and the Mandatory on each payment due date (postponed if it coincides with a public holiday). If the payment cannot be processed on the scheduled date due to computer malfunction or any force majeure event, the Principal shall agree to have payment postponed until the issue has been resolved by the Mandatory.
2. The Principal should maintain sufficient balance in the designated account at least two business days before the payment is due.
3. Payments via credit card (available only if the Principal is the main cardholder) are subject to the limits specified by the Mandatory. Transaction is deemed canceled if payment is not collected successfully from the designated credit card. The Principal also agrees that, when making payments using credit cards, a transaction would be deemed canceled if payment is not processed successfully due to card renewal, replacement or any reason that renders the card unusable.
4. In the event that the Principal has multiple payments due but has an insufficient credit limit or deposit balance to meet all payments, the Mandatory shall exercise discretion over the priority of payments, which the Principal may not choose or object otherwise. The Principal should maintain sufficient balance in the designated payment account at least two business days before the payment is due until all payments have been collected by the Mandatory. The Principal would be deemed to have discontinued the regular investment plan if payment is not collected successfully after three consecutive attempts, in which case, the Mandatory may cease to collect further payments from the Principal's account. The cancellation of investment plan does not affect investments that were previously made.
5. Regular trust investments:

- (1) If the Principal chooses to commit to a regular subscription plan, the Mandatory will set the latest fund NAV/index value available on its computer system one business day before the first installment as the "Baseline NAV/Index," whereas the amount of the first installment is deemed the "Initial Value." From the 2nd installment onwards, the Mandatory will compare the latest fund NAV/index value available on its computer system one business day before the payment is due to the "Baseline NAV/Index," and automatically adjust the amount of investment to be collected from the Principal's account.
  - (2) When calculating and comparing the above NAV/index, the Principal agrees to use the latest fund NAV/index value shown at the Mandatory's website ([www.standardchartered.com.tw](http://www.standardchartered.com.tw)).
  - (3) The Principal agrees and acknowledges that the Mandatory may adjust the Initial Value based on its own calculations, by subscribe to the fund based on NAV rules of the respective fund issuers. Should any discrepancy arise between the Mandatory's own calculations and the actual NAV, the amount of the Principal's installment will still be adjusted based on the Mandatory's own calculations.
  - (4) If the Principal applies for a change of installment amount or the invested instrument on a later date, the new amount shall be treated as the new baseline for subsequent installments, while the fund NAV/index value available on the Mandatory's computer system one day before first payment after the changes are made will be designated as the new "Baseline NAV/Index."
  - (5) For any single trust account, installments shall not be increased to more than 1.5 times the Initial Value, or decreased to less than 0.5 times the Initial Value (subject to a minimum of NTD3,000 or equivalent foreign currency).
  - (6) The Principal acknowledges that all details, features and risks about the adjusting mechanism have been explained clearly by the Mandatory, with relevant documents handed over to the Principal's possession. The Principal confirms of having fully understood all details stated here; any gains or losses arising due to the adjusting mechanism shall be borne by the Principal.
6. Any changes to the terms of the regular investment plan must be completed before the end of business hours one business day before the payment is due.

#### IX. Notes on redeem-and subscribe transactions:

1. Redeem-and-subscribe transactions are limited only to domestic and offshore funds that the Mandatory has been mandated to trade by the Principal (excluding domestic and foreign ETFs, monetary funds, B-share funds, and any fund that imposes limits on incremental purchases).
2. The Principal shall authorize the Mandatory to deduct subscription proceeds (including commissions) from the abovementioned account. The Principal shall fully agree and hold no objections whatsoever to the amounts deducted. The Principal also agrees that the Mandatory may deny payments and void the Principal's redeem-and-subscribe instructions in the following circumstances: (1) the sum of redemption proceeds received less subscription charges is lower than the minimum subscription requirement of the Mandatory; (2) the Principal's account becomes unavailable, has insufficient balance, or results in overdraft/debt because of the transaction; (3) the subscribed instrument is permanently or temporarily prohibited from offering or sale by the local authority, or when new subscriptions are suspended by the offshore fund distributor, the investment trust enterprise, or the Bank.

#### X. Policies on short term trading:

The Principal has understood fund issuers' policies on short-term trading (or similar activities of different names), and acknowledged fund issuers' rights to restrict, reject or cancel subscription/conversion requests if the Principal is found to have been involved in short-term trading (this applies also to subscription and conversion requests that have been accepted by the Mandatory). If the Principal is deemed to have been involved in short-term trading, a higher subscription/conversion/redemption fee may be charged at the rate notified by the fund manager.

#### XI. Risk tolerance and declaration:

3. The Principal must commit a reasonable amount of time to comprehend the information and rules that are relevant to the trust arrangement (from sources including but not limited to the prospectus), and be aware of the possible risks associated with investments prior to issuing trade instructions. These risks may include, but are not limited to: risk of price declines, exchange losses, suspended redemption, dissolution, liquidation etc. **In the worst case scenario, the Principal may lose all invested capital.** Past performance does not represent future performance. Investment decisions shall be made under the sole, independent judgment of the Principal. The Mandatory merely acts upon the instructions given by the Principal. The Principal shall assume all risks associated with the investment decision, and must not request to have losses shared by the Mandatory for any reason.
4. All capital gains, interest and dividends earned from the management of entrusted capital are entirely attributable to the Beneficiary. The Principal/Beneficiary agrees to bear any risks, expenses and tax burdens arising from the use of entrusted capital. According to laws, the Mandatory is not allowed to offer any guarantees on the invested capital or minimum returns.
5. The entrusted capital will not be protected by the deposit insurance scheme if invested in non-deposit instruments.
6. Offshore Banking Unit (OBU) customers may set up special-purpose money trusts only in foreign currencies, and use them to invest in foreign securities only. OBU customers shall comprehend and agree to comply with all regulations of the Republic of China pertaining to OBU activities. OBU customers hereby declare and assure that the underlying investment activities do not constitute any violation against existing rules. Customers shall filing tax returns and make tax payments in their own capacity if required by tax laws.

#### XII. Amendments:

The Mandatory may amend these rules at any time and notify the Principal by publishing changes at its website; however, any changes to trust service remuneration or fees must be announced at the Mandatory's website and/or business premise at least 60 days before taking effect. The Principal shall agree to comply with the changes.

#### Two. Charges of special-purpose money trust investments

##### I. Fees for domestic/offshore funds:

Special-purpose money trust investment in domestic/offshore funds - Fees in advance - Class A Shares		
Invested instrument Trust service remuneration	Domestic funds	Offshore funds
Subscription fees	0%-3% collected at time of subscription	0%-3% collected at time of subscription



<b>Calculations</b>	<ul style="list-style-type: none"> <li>● Fee amount = amount of domestic/offshore fund subscribed * fee rate.</li> <li>● Total amount payable at time of subscription = amount of domestic/offshore fund subscribed + fee amount</li> <li>● Subscription fees are collected in the same currency as the subscribed fund.</li> <li>● Timing of subscription fee payment: the Principal shall pay fees to the Mandatory at the time when subscribing to domestic/offshore funds.</li> </ul>
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**Special-purpose money trust investment in offshore funds - Fees in arrears - Class B Shares**

<b>Deferred fees (to be collected at time of redemption)</b>	<b>Holding period</b>	<b>Equity funds</b>		<b>Holding period</b>	<b>Bond funds</b>	
		<b>AB/Fidelity</b>	<b>Janus/Franklin Templeton/Pioneer</b>		<b>AB/Fidelity</b>	<b>Janus/Franklin Templeton/Pioneer</b>
	Year 1	4%	4%	Year 1	3%	4%
	Year 2	3%	3%	Year 2	2%	3%
	Year 3	2%	2%	Year 3	1%	2%
	Year 4	1%	1%	Year 4	0% (0 from year 4 onwards)	1%
	Year 5	0% (0 from year 5 onwards)	0% (0 from year 5 onwards)	Year 5	0% (0 from year 4 onwards)	0% (0 from year 5 onwards)

<b>Calculations</b>	<ul style="list-style-type: none"> <li>● Depending on fund series: 1. A fee of up to 4% may be chargeable if the fund is redeemed after being held for less than three years. 2. Fees are waived on funds that have been held for more than four years. (See the above table for a detailed explanation)</li> <li>● Should the Principal choose to invest in Class B shares, no subscription fee will be collected by the Mandatory at the time of subscription, according to the fund issuer's policies. However, the fund issuer will collect a "deferred fee" at the time the customer redeems; this fee is calculated based on the length of the holding period and will be deducted from redemption proceeds. The "deferred fee" mentioned above is how fees are charged for Class B Shares. The Principal will be charged a "conditional deferred fee" only if the fund is redeemed before the agreed duration; the Principal will be exempted of all fees if the investment is held beyond the agreed duration. (See the above table for a detailed explanation)</li> <li>● Based on fee rates listed in the above table, the fund issuer will compare the initial NAV and the NAV at time of redemption for the subscribed fund, and apply the appropriate rate to the lower of the two over the period of time the fund is held by the Principal. In circumstances where the fund is converted into a different category after the initial subscription, the Principal will be charged a deferred fee: 1. based on the rate applicable to the initial fund when redeeming AB Class B Shares; or 2. at the highest rate among all different fund types that the investment had once held, when redeeming Fidelity B-Class Shares. (See the above table for a detailed explanation)</li> </ul> <p>[Note: deferred fees of AB U.S. High Yield Portfolio are calculated using the rate applicable for equity fund]</p>
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<b>Distribution Fee</b>	This distribution fee will be collected by fund issuers according to their policies. They are deducted from funds' net asset values, and are not collected by the Mandatory.
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<b>Shareholder Service Fee</b>	This fee is deducted from the daily net asset value.
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**Special-purpose money trust investment in domestic/offshore funds - conversion fees**

<b>Conversion fees</b>	<b>To be collected by the Bank</b>	NTD500 per conversion (for foreign currency trusts, an equivalent sum of NTD500 will be charged in the currency of the source fund). OBU investments are subject to a trust management fee of no lesser than USD20 (or equivalent foreign currency).
	<b>To be collected by the fund manager</b>	0%-1%

<b>Calculations</b>	<ul style="list-style-type: none"> <li>● Conversion fees are collected on a per-account, per-transaction basis (in the event of a partial conversion, fees are charged for the amount converted). The Mandatory may also collect fee shortfalls if any. These fees are calculated based on rates specified by the respective fund issuers, and are payable in one lump sum by the Principal to the Mandatory and fund issuer.</li> <li>● Timing of conversion fee payment for monetary funds: if a customer initially subscribes to a monetary fund and requests to convert into an equity fund or a bond fund some time later, the Bank will collect fees on the initial subscription and on the subsequent conversion. Fees will be collected in NTD or the original currency. Calculation of initial conversion fees for monetary funds: (a) amount converted from fund A X fee rate for converting into fund B; or (b) conversion fee charged by the Bank at NTD500 or equivalent foreign currency + additional fees charged by the fund issuer. Timing of fee payment: the Bank will deduct the above amount from customer's deposit account when the conversion is executed. Subsequent conversions will be subject to conversion fees charged according to the Bank's policies. Small-sum subscriptions of equity or bond funds may not be converted into monetary funds.</li> </ul>
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**II. Fees for other local/foreign securities (those that are not categorized as domestic/offshore funds):**

**Special-purpose money trust investment in local/foreign structured instruments, straight bonds, ETFs and shares**

<b>Invested instrument</b>	<b>Local structured instruments</b>	<b>Offshore structured instruments</b>	<b>Straight bonds</b>	<b>ETFs and shares</b>
<b>Trust service remuneration</b>				
<b>Subscription fees</b>	0%-3% collected at time of subscription	0%-3% collected at time of subscription	0%-5% collected at time of subscription	1.5% collected at time of subscription
<b>Redemption fees (fee rate)</b>	None	None	0%-5% collected at time of redemption	1.5% collected at time of redemption



<b>Calculations</b>	<p>Fee amount = amount of instruments subscribed * fee rate.</p> <p>Total amount payable at time of subscription = amount of instruments subscribed + fee amount + accrued interest (if any).</p> <p>Subscription fee currency: same as the denominating currency of the subscribed instrument.</p> <p>Timing of subscription fee payment: the Principal shall pay fees to the Mandatory at the time of subscription.</p>		<p>The subscription fee and redemption fee for straight bonds are embedded to subscription/redemption order price and don't be collected from clients additionally. Clients need to pay accrued interest (if any).</p>	<p>Subscription (redemption) fee amount = units subscribed (redeemed) * unit subscription (redemption) price * fee rate</p> <p>The minimum fee will be charged instead if the subscription (redemption) fee calculation concludes an amount that is below the minimum of the respective stock exchange. For more details, please refer to the section concerning Special-purpose Money Trust Investment in Foreign Shares (Including Depository Receipts) and Foreign ETFs. Subscription fees are collected at the time of subscription, whereas redemption fees are deducted from the redemption amount.</p>
<b>Conversion fees</b>	Not convertible	Not convertible	Not convertible	Not convertible

Note: charges payable when investing in ETFs and shares include subscription (redemption) fees, trust management fees, and local share transaction costs. Local share transaction costs include all levies, transaction taxes and relevant expenses incurred when trading shares in the local exchange. These costs are not included as part of trust service or trust management fees. The amount of levies, transaction taxes and expenses charged within the same market may differ depending on the type of instrument involved. The actual transaction costs may vary from time to time, and the Mandatory will charge based on the latest rates applicable in the local market. Please refer to the section concerning Special-purpose Money Trust Investment in Foreign Shares (Including Depository Receipts) and Foreign ETFs for more details. Calculation: local share transaction costs = amount subscribed (redeemed) X applicable fee rate (if any)

### III. Common fees:

#### 1. Channel service fees - at time of subscription and for the holding period:

Category	Domestic funds	Offshore funds	Local structured instruments	Offshore structured instruments	Straight bonds	ETFs and shares
<b>Channel service fees - at time of subscription</b>	0%-4%	0%-4%	0%-5%	0%-5%	None	None
<b>Channel service fees - for the holding period</b>	0%-2%	0%-2%	None	None	None	None
<b>Description</b>	<ul style="list-style-type: none"> <li><b>Channel service fees - at time of subscription:</b> calculated by multiplying the applicable fee rate to the amount of entrusted capital. To be paid by counterparties or fund issuers to the Mandatory at the time of subscription. If this service fee has already been listed in product description or fund prospectus, the counterparty/fund issuer will deduct this amount from the daily net asset value of the respective instruments.</li> <li><b>Channel service fees - for the holding period:</b> to be calculated by the Mandatory by applying the fee rate to net asset values published by counterparties/fund issuers. This fee will be paid by counterparties/fund issuers to the Mandatory. The method of payment may differ depending on the counterparties or fund managers involved, and may occur on a monthly, quarterly, semi-annual or annual basis. If this service fee has already been listed in product description or fund prospectus, then the counterparty/fund issuer will deduct this amount from the daily net asset value of the subscribed fund.</li> </ul>					

#### 2. Trust management fees:

Category	Domestic-issued bond funds/ money market funds	Domestic-issued overseas investment funds Domestic-issued equity funds	Offshore funds	Local structured instruments	Offshore structured instruments	Straight bonds	ETFs and shares	OBU securities
<b>Management charges (fee rate)</b>	Not required	0.2%	0.4%	0.2%	0.2%	0.2%	0.2%	0.2%; or 0.4% for offshore funds (subject to a minimum of USD20 or equivalent foreign currency)
<b>Trust management fees</b>	<ul style="list-style-type: none"> <li>To be collected by the Bank for three years after the subscription date based on the types of securities involved. This amount is deducted from redemption proceeds when securities are redeemed.</li> <li>Trust management fees are collected according to the agreed calculation methods, subject to a minimum of NTD200 (or equivalent foreign currency). If the calculation concludes a sum that is less than NTD200, a sum of NTD200 (or equivalent foreign currency) will be collected instead.</li> <li>OBU securities are subject to a trust management fee of no lesser than USD20 (or equivalent foreign currency). (Management fees of ETFs, shares, and depository receipts are not subject to any minimum amount)</li> <li>Trust management fees are collected only for three years after the date of subscription. Calculation: amount redeemed × trust management fee rate × number of days held ÷ 365.</li> <li>Customers are reminded that subscriptions made on or before <b>September 30, 2007</b>, will still be subject to the previous fee terms.</li> </ul>							

### Three. Standard Chartered Bank Notes on Collecting, Processing, and Use of Personal Data (Version 2013.10)

Dear customer, in order to provide you with better financial services and products, Standard Chartered Bank (hereinafter referred to as the "Bank") has been permitted by law to collect, process, use and transmit across borders your existing information and any information the Bank may obtain from you or any company or organization to which you work for, invest in, or guarantee (collectively referred to as "Company"). Given the fact that gathering personal information is a matter that concerns your privacy, the Bank is bound by Article 8, Paragraph 1 of the Personal Information Protection Act ("PIPA") to inform you of the

following: (1) Purposes for collecting information; (2) Types of personal information collected; (3) The time, place, subject and method of which personal information is used; (4) Information owners' rights vested under Article 3 of PIPA; and (5) Impacts to information owners' interests when opting not to provide personal information.

1. For a detailed description on the purposes and types of information gathered, and the time, place, subject and method of which personal information is used, please refer to the attached table.
2. Pursuant to Article 3 of PIPA, you are entitled to exercise the following rights over your personal information maintained with the Bank:
  - (1) Except for the circumstances described in Article 10 of PIPA, the right to inquire, review or obtain duplicate copies of information held, for which the Bank is permitted under Article 14 of PIPA to collect a small fee to cover its costs.
  - (2) The right to supplement or rectify personal information held by the Bank. However, Article 19 of the Implementation Rules of the Personal Information Protection Act requires you to state reasons and facts.
  - (3) The right to stop the Bank from collecting personal information, according to Article 11, Paragraph 4 of PIPA, in the event that the Bank is found to have violated PIPA while collecting, processing or making use of your personal information.
  - (4) The right to stop the Bank from processing or making use of your personal information, according to Article 11, Paragraph 2 of PIPA, should you have doubts toward the correctness of information held by the Bank. This excludes situations where you have consented in writing, or situations where the Bank is required to continue use of information as part of its business activities, provided that the area of dispute has been highlighted clearly.
  - (5) The right to stop the Bank from processing or making use, and to have personal information deleted from the Bank's database according to Article 11, Paragraph 3 of PIPA, when the purpose for which information was collected no longer exists or when the duration expires. This excludes situations where you have consented in writing, or situations where the Bank is required to continue use of information as part of its business activities.
3. If you wish to exercise the abovementioned rights vested by Article 3 of PIPA, please visit any of the Bank's nationwide branches or call the 24-hour customer service hotline at 4058-0088 or (02)4058-0088. With the exception of mails, statements and correspondences that are relevant to the services you have applied, you may discontinue receipt of marketing mails or correspondences by dialing the Bank's toll-free service hotline at: 0800-051234.
4. You are free to choose whether to provide your personal information and the types of information to provide to the Bank. However, if you refuse to provide information that is necessary for due diligence or operational purposes, the Bank may not be able to offer you better services or at all. We seek your understanding in this matter.
5. **The Bank shall reserve the right to amend "Notes on Collecting, Processing, and Use of Personal Data." You agree to have the Bank inform you of the changes made in person or through writing, telephone SMS, email, fax, electronic documents, or any methods that are reachable or accessible to you (including but not limited to web page links that provide you access to the above information).**
6. **If you or Company have previously signed any agreements or documents with the Bank with different terms on the gathering, processing, use and cross-border transmission of personal data, the Bank's "Notes on Collecting, Processing, and Use of Personal Data" and subsequent revisions thereof shall prevail.**

Table

(1) To facilitate transactions between you or Company with the Bank; (2) to facilitate offering of banking services (including but not limited to deposit, mortgage, personal credit, credit card, wealth management, investment etc) by the Bank or its commissioned third parties to you; (3) To facilitate joint marketing, shared use of customers' data, and service collaborations between the Bank and third parties; (4) To prevent money laundering, manage risks such as financial crimes, internal/external fraud etc, and to assist in counter terrorism investigations; (5) To facilitate interbank credit assessments and exchanges of financial information; (6) To verify your personal information with relevant parties (including but not limited to Joint Credit Information Center, Bureau of Labor Insurance etc); (7) To enable the Bank (including but not limited to its branches) in carrying out business activities permitted by law; and (8) To manage the Bank's operations or to satisfy administrative requirements of SCB Group (including but not limited to customer relations, risk management, database management, and tax affairs). The following table has been prepared based on "The specific purpose and the classification of personal information of the Personal Information Protection Act" published by the Ministry of Justice, and explains the purposes your personal information may be used for. However, the actual purpose of gathered information may differ depending on the individual financial service and product relationship you have with the Bank.								
Purposes	Service category	1. Deposits	2. Credit	3. Credit card	4. Foreign currency	5. Securities	6. Wealth management	7. Other registered services or services specified in the Articles of Incorporation or approved by the competent authority (e.g.: distribution of government bonds, treasury bills, corporate bonds and shares; storage and warehousing; leasing of safety deposit boxes; agency services relevant to registered or approved business activities; issuance of bank debentures; sale of gold ingots, gold coins and silver coins; proprietary trading of government

								bonds; futures introducing brokerage; issuance of cash value cards; real estate trust services; estate management; bankruptcy management and restructuring supervisor; custodian services; consultative services for investment, financial management and real estate development; joint marketing and collaborative promotions etc.)
	Purpose and code	022 Foreign currency; 036 Deposit and remittance; 067 Credit card, cash card, debit card or electronic value-stored card; 082 Integrated management of borrowing and deposit accounts; 112 Negotiable instrument clearing; 181 Other registered business activities or as specified in the Articles of Incorporation (e.g.: acceptance of deposits, currency exchange, payment and collection, and other services approved by the central competent authority)	022 Foreign currency; 067 Credit card, cash card, debit card or electronic value-stored card; 082 Integrated management of borrowing and deposit accounts; 088 Credit approval and initiation; 106 Credit service; 111 Bills; 126 Debt discounting and acquisition; 154 Credit assessment; 181 Other registered business activities or as specified in the Articles of Incorporation (e.g.: lending, commercial bill acceptance, domestic LC issuance, corporate bond guarantees, domestic banker's guarantee, foreign currency margin trading, factoring, and other services approved by the central competent	022 Foreign currency; 067 Credit card, cash card, debit card or electronic value-stored card; 082 Integrated management of borrowing and deposit accounts; 088 Credit approval and initiation; 106 Credit service; 154 Credit assessment; 181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: credit card issuance, and other services approved by the central competent authority)	022 Foreign currency; 036 Deposit and remittance; 082 Integrated management of borrowing and deposit accounts; 088 Credit approval and initiation; 106 Credit service; 154 Credit assessment; 181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: exports, imports, foreign currency deposits, foreign currency lending and guarantees, purchase and sale of foreign currency cash and traveler's cheque, and other services approved by the central competent authority)	111 Bills; 044 Investment management; 082 Integrated management of borrowing and deposit accounts; 088 Credit approval and initiation; 094 Property management; 106 Credit service; 154 Credit assessment; 166 Securities and futures trading/trust/consultation services; 037 Registration of securities and securities holders; 181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: securities investment; securities financing; brokerage, proprietary trading, certification and underwriting of short-term bills; administrative services for securities issuance, transfer, registration, cash dividends, and stock dividends; certification of securities; underwriting and agency services for bond issuance; certification of issued shares and debt instruments; proprietary trading of corporate bonds and bank debentures; consultation services on bond trading, securities issuance and offering; custodian of entrusted investment capital; bond underwriting agency; securities investment consultation services; and other services approved by the central competent authority)	022 Foreign currencies 036 Deposit and remittance; 044 Investment management; 068 Trust services; 082 Integrated management of borrowing and deposit accounts; 166 Securities and futures trading/trust/consultation services; 094 Property management; 181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: derivative services approved by the competent authority; money trust, trust of debt and collaterals and services regulated by the Trust Law; discretionary investment services in the form of trust; consigned trading of securities; trust of securities; securities investment consultation services; and other services approved by the central competent authority.)	181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: other services approved by the central competent authority)

		authority)					
	Common purposes and codes	040 Marketing; 059 Gathering, processing and uses for compliance and financial supervision purposes; 060 Resolution of financial disputes; 063 Obligated gathering, processing and use of personal information by non-government agencies; 069 Management of contractual, quasi-contractual and legal relationships; 090 Consumer/customer management and service; 091 Consumer protection; 098 Commercial and technical information; 104 Account management and debt trading; 136 Information, communication and database management; 137 Information/communication security and management; 157 Survey, statistics, research and analysis; 182 Other consultative services; 001 Life insurance; 004 Land administration; 013 Public relations; 020 Management of agency and intermediate relationships; 025 Crime prevention, criminal investigation, law enforcement, correction, victim protection and rehabilitation; 030 Arbitration; 032 Criminal file management; 035 Deposit insurance; 038 Administrative execution; 039 Administrative penalty and investigation; 048 Currency management; 061 Financial supervision and inspection; 066 Insurance supervision; 078 Performance planning and evaluation; 081 Legitimate trading of personal information; 093 Property insurance; 097 Pension fund management; 107 Procurement and supplier management; 109 Education and training; 113 Handling of complaints, appeals and misconduct reports; 120 Tax administration; 121 Management of Overseas Chinese database; 122 Appeals and administrative remedies; 127 Fund raising (including charity fund raising); 129 Accounting and related services; 148 Online shopping and e-commerce; 150 Auxiliary and back-end support; 152 Advertising and management of commercial activities; 160 Certificate management; 173 Supervision by government agencies; 176 Other justified purposes for which personal information is gathered, processed and used; 177 Other financial management services; 181 Other registered business activities or as specified in the Articles of Incorporation					
Types of personal information gathered	Name, ID card number, gender, date of birth, contact method and any details prompted in application forms or agreements. The types of personal information gathered by the Bank may include the following categories, as classified in "The specific purpose and the classification of personal information of the Personal Information Protection Act" published by the Ministry of Justice. Actual details of information gathered may differ depending on the customer's account, service, and the third parties involved (e.g.: Join Credit Information Center). 1. Identification C001 to C003 (such as name, phone number, bank account number, credit card number, ID card number etc) 2. Demographics C011 to C014 (such as age, gender, date of birth etc) 3. Family C021 to C024 (such as marital status, name of spouse etc) 4. Social status C031 to C041 (such as residential address, property possessions, passport, work permit, hobby etc) 5. Education, technical and professional qualifications C051 to C054 (such as education background, graduating institution etc) 6. Employment C061 to C068 (such as employer, job title, salary etc) 7. Financial status C081 to C094 (such as income, debt, credit rating, foreign currency transactions, cheque history etc) 8. Commercial information C101 to C103 (existing business etc) 9. Health and others C111, C114 to C116, and C119 (such as medical treatment and diagnosis records) 10. Other information C131 to C133 (such as email address and any information not classified above)						
Duration of use	1. For the entire duration needed to serve the underlying purposes. 2. For the entire duration required by law (such as the Business Entity Accounting Act), or as specified in contracts or as deemed necessary to perform service activities (the longer of which); or for any longer duration agreed in writing by you.						
Location of use	Any place, local or foreign, where the "Subject of use" described in the following table is located.						
Subject of use	1. The Bank (including outsourcees that the Bank engages to perform services such as marketing, tax administration, telecommunication, computerized operations, database creation, processing, input/output, back-end operations, document scanning, statement printing, packaging, mailing, remittance, deposit, payment, exchange, credit assessment, collection and any transaction-related processes), the Bank's overseas branches and local and foreign related enterprises. 2. Institutions that are permitted by law to make use of such information (e.g.: the Bank's parent company or financial holding company). 3. Other service-related institutions (e.g.: correspondent banks, Joint Credit Information Center, National Credit Card Center, Taiwan Clearing House, Financial Information Service Co., Ltd., Taiwan Stock Exchange Corporation, Taiwan Futures Exchange Corporation, Taipei Exchange, Taiwan Depository & Clearing Corporation, Bankers Association, Financial Ombudsman Institution, credit guarantors, credit card organizations, acquirers and merchants, Small and Medium Enterprise Credit Guarantee Fund, any third parties that the Bank and its domestic/overseas related enterprises have outsourced processes to, receivers of cross border-transmitted information that are not subject to the governance of the central competent authority, and any institutions the Bank has business relationships with). 4. The financial supervisory authority and any authorized institutions. 5. Parties consented by the customer (e.g.: the Bank's joint marketing partners, shared users of customers' information, and promotional partners of the Bank). The abovementioned subjects to which personal information is disclosed shall include, but are not limited to: (1) The Bank's parent company, its subsidiaries, and any subsidiaries/related enterprises/offices/branches of the financial holding company at any location (collectively referred to as "Approved Parties" below); (2) Any service providers offering services under duties of confidentiality to the Approved Parties; (3) Any actual or potential participants, or transferors, transferees or bearers of rights/obligations (including agents and consultants) in any contractual relationship the Bank has with you or Company; (4) Any credit rating agency, any insurance company or insurance agent of the Approved Parties, or any party that offers direct or indirect credit protection for the benefit of Approved Parties; (5) Any government or quasi-government agencies, administrative or supervisory authorities, courts or arbitration tribunals that possess jurisdiction over the Approved Parties.						
Method of use	Information is to be used in both automated and non-automated means in manners that comply with the Personal Information Protection Act, including but not limited to filing, disclosure, referral, exchange, processing, cross-border transmission, and any methods deemed reasonable.						

