

**Bank of Taiwan Offshore Banking Unit
Agreement for Foreign Currency Checking Account Transactions**

OBU Customer ID No.: _____

Account No.: _____

The Undersigned _____ ("Party B") hereby applies to Bank of Taiwan ("Party A") for opening an OBU foreign currency checking account ("Account"), and agrees to be bound by the following terms and conditions with regard to subsequent transactions associated with the Account.

Article 1. Definitions

- (1) "OBU" (Offshore Banking Unit) shall mean the Offshore Banking Unit established by Party A under the license granted by the competent authority after the application thereto by Party A pursuant to the Offshore Banking Act.
- (2) "OBU Foreign Currency Checking Deposit" shall mean a non-interest bearing deposit payable by the OBU upon presentation of check drawn and issued by Party B denominated in _____ (please specify a foreign currency), or upon Party B using Enterprise eBanking to request the OBU to pay, in each case by wire transfer.
- (3) "DBU" (Domestic Banking Unit) shall mean a business unit of Party A designated by the Central Bank of the Republic of China (Taiwan) ("CBC") to engage in foreign exchange business and handle OBU Foreign Currency Checking Deposit transactions for and on behalf of the OBU.
- (4) "Dishonored Negotiable Instrument" shall mean any presented negotiable instrument which a financial institution has refused to make payment on and returned to the holder of such negotiable instrument, together with a slip specifying the reason for such dishonor (a "Dishonor Slip").
- (5) "Redemption" shall mean redemption of any Dishonored Negotiable Instrument rejected by Party A for reasons such as insufficient funds in the account and inconsistent seals or signatures of the drawer, as well as its Dishonor Slip, by way of payment of the amount due under such instrument or otherwise by Party B to settle the debt arising from such instrument.
- (6) "Reserve for Payment" shall mean depositing the amount of a Dishonored Negotiable Instrument due to insufficient funds by Party B with the financial institution handling such instrument after the application for recording the same as "other accounts payable" for a reserve for payment.
- (7) "Re-Presentation and Payment" shall mean re-presentation of a Dishonored Negotiable Instrument and payment in full thereon from the checking account or other payables account.
- (8) "Note" shall mean a note made by the Taiwan Clearing House on any record of Dishonored Negotiable Instruments, Redemptions, and other facts relating to Party B's credit on negotiable instruments available for inquiry.
- (9) "Account Rejection" shall mean refusal by a financial institution to handle transactions through a checking account regarding which Party B has obviously bad record with respect to credit on negotiable instruments.
- (10) "Credit Profile" shall mean the record of Dishonored Negotiable Instruments, Redemption, Account Rejection, and business operations with respect to Party B.

Article 2. Upon opening an Account, Party B shall fill out an account opening application form, a specimen signature/seal card, and a certificate for receipt of checks and deliver relevant documents to Party A for examination. A book of blank checks will be granted to Party B thereafter subject to the approval of Party A.

The representative or responsible person specified in Party B's certificate of establishment/identity or relevant documents shall apply for opening the Account in person, or Party A shall designate its

officer to verify such application. If the representative or responsible person does not leave any specimen signature/seal of the drawer for opening the Account, he/she shall complete a power of attorney on behalf of Party B, and Party B shall be legally liable for the action of the person so authorized.

Article 3. **In the case of any change to the information in the specimen signature/seal card (excluding any change to the account name and representative/ responsible person), including any change to the domicile/correspondence address, organization, or other details in the documents relating to the Account kept at Party A, Party B shall promptly notify Party A in writing to which the original specimen signature/seal shall be affixed, together with relevant documents for correction; otherwise Party B may not claim such change against Party A. Party B shall be solely liable for any dispute or damage arising from the failure of Party B to give such notification.**

Article 4. **Party A's OBU may designate its DBU to handle the payments on negotiable instruments on behalf of the OBU. Party B shall enter into an agreement with the persons related to the negotiable instruments to present negotiable instruments according to the name and the business place of the DBU specified thereon, instead of the OBU, for payment.**

Article 5. **Party A shall set the minimum amount of the initial deposit required when opening the Account. There is no such limitation on the amount of subsequent deposits.**

A negotiable instrument deposited in the Account by Party B will be available for fund withdrawal only if the fund receivable under such instrument has been collected by Party A. In the case of any failure of such collection due to Dishonored Negotiable Instrument or otherwise, any fund having been credited to the Account may be debited therefrom by Party A directly for correction. If such fund has been withdrawn by Party B, an immediate return thereof shall be made.

Upon receipt of a notice from Party A within a reasonable period of time that the negotiable instrument deposited by Party B has been dishonored, Party B shall present the retrieval slip of dishonored negotiable instrument with the original specimen signature/seal thereon to retrieve such instrument and collect the fund on its own. If Party B fails to retrieve such instrument after Party A's notification, or if such notification is impossible, Party A is not obligated to secure any right in or to such instrument on behalf of Party B or shall not have any other responsibility. Party A shall be responsible for keeping such instrument not retrieved in custody for only one month and shall not take any such responsibility thereafter.

Article 6. **Unless otherwise agreed upon, the funds in the Account are only payable upon presentation of the checks delivered by Party A to Party B and drawn and issued by Party B. The order of such payment shall be subject to the sequence of the presentation of such checks by the holders thereof irrespective of the order of the issue dates of the checks. If two or more checks are presented for payment at the same time, the order of such payment shall be decided by Party A at its discretion.**

Party B shall affix its original specimen signature/seal to the check drawn and issued thereby in the manner specified in the specimen signature/seal card for verification for payment purposes. Party A may reject or suspend the payment on any checks drawn and issued by Party B if it considers such checks non-conforming or dubious.

If it deems it necessary, Party B may retrieve the negotiable instrument drawn and issued thereby which has been honored after Party A's permission; provided however, that Party B shall agree that Party A may photograph, scan, duplicate, or otherwise keep a copy of such instrument. Both Parties agree that the copy of such negotiable instrument kept by Party A bears the same legal effect as the original one.

Article 7. **The Account may not be used for collection or payment of cash denominated in any foreign currency, for conversion of funds into TWD for withdrawal, or for other dealings and remittances between any foreign currency and TWD. To issue a check, parallel lines shall**

be drawn on it, on which the name of the payee, prohibition on negotiation by endorsement and on drawer cash out by Party A, and the word "check" shall also be specified.

If Party B fails to comply with the particulars specified in the preceding paragraph, Party A may reject the payment on such check.

Article 8. A check shall be drawn and issued by Party B by a pen with non-erasable or non-fading ink or by a check writer or printed by a computer. The letters showing the amount of the check shall appear closely after the currency symbol or Chinese characters for the currency in the "Amount" field (Chinese capital letters in regular script shall be used when the check is written in Chinese). Party B shall be solely liable for any and all disputes arising from ambiguity in handwriting on the check or otherwise caused by using printing or writing ink of poor quality, or a pen with erasable ink.

Article 9. **Party A may deliver blank checks to Party B after taking into consideration Party B's actual needs and may charge Party B certain handling fees.**

When blank checks are used up, Party B shall submit a check receipt slip with its original specimen signature/seal affixed thereto for receipt of new ones. Party B shall also confirm if the serial numbers of the checks received correspond to the ones granted by Party A.

Article 10. Party B shall always keep a sufficient balance in the Account. Party A is not obligated to inform Party B that the deposit in the Account is insufficient and may dishonor the check presented.

Article 11. **If any fund intended to be deposited into a third party account is transferred to Party B's Account mistakenly due to errors in account number, account name, amount, operational mistakes with computers, malfunction in computer-related facilities, or otherwise, or if more money than intended is deposited into Party B's Account, Party A may promptly correct the same and directly debit such unintended amount from Party B's Account as authorized by Party B on the basis of this Agreement. In the event that such fund has been withdrawn by Party B, Party B shall refund Party A in full immediately.**

Article 12. **In the event that Party A has acted with due care as a good administrator but still fails to identify and makes a payment on a check which resembles that of Party B and has been forged or altered by a third person, Party A shall not be liable for any such damage to Party B. If Party A is unaware that a check is forged with the specimen signature/seal stolen by a third person from Party B and makes a payment on such check, Party A is not liable for the resulting damages to Party B.**

Article 13. **Party B shall keep its checks and specimen signature/seal for withdrawal of funds safely in separate places. In the event that any checks are stolen, lost, destroyed, or missing, Party B shall immediately carry out the procedure for reporting missing checks in writing to Party A pursuant to relevant laws, regulations, or Party A's rules. The reporting of missing checks will become effective once such procedure is completed. Party A shall not be liable for any damage to Party B if any deposit is withdrawn before the suspension of payment due to missing checks becomes effective.**

The procedure for reporting missing original specimen signature/seal owing to their being lost, destroyed, or stolen, or for changing the same due to any change of the name or the representative/responsible person or otherwise shall be carried out by the responsible person personally by presenting the following documents:

- (1) Documents evidencing that Party B is organized and registered according to foreign laws:
 1. Certificate of Incorporation issued by the registrar in the jurisdiction where Party B is registered.
 2. Certificate of Incumbency issued within the past six (6) months by a registry agent in the jurisdiction where Party B is registered.
 3. Certificate of Good Standing issued within the past six (6) months or valid before its expiration. However, such document may be exempt from submission if the

Certificate of Incumbency referred to in the preceding item has shown that Party B is validly existing.

4. If a search of the legality of Party B's registration had been conducted with the registrar in the jurisdiction of Party B's registration and the result of such search is shown in a complete report issued within the past six (6) months, the documents listed in Items 2 and 3 hereof may be exempt from submission.
- (2) Register of directors and shareholders.
- (3) Minutes or authorization of the meeting of the board of directors or any equivalent body specifying the resolution on reporting the missing or change of the specimen signature/seal.
- (4) Identification document of the responsible person.
- (5) Other documents demanded by Party A.

If Party B is a government agency outside of the R.O.C. or a financial institution inside or outside of the R.O.C. applying for the procedure for reporting the missing or change of the specimen signature/seal registered with Party A as set forth in the preceding paragraph, it shall provide proof of qualifications or other related documents approved by Party A before such application.

Party A may terminate this Agreement and notify Party B to close and settle the Account if Party B fails to apply to Party A for changing its name or its representative/ responsible person in accordance with Paragraph 2 hereof within one month after Party A finds that the name of Party B or its representative/ responsible person has been changed and notifies Party B to make the application for such change.

Unless otherwise provided hereof, the name of the Account cannot be changed; otherwise Party B shall close and settle the Account, and apply for opening a new account by entering into a new agreement with Party A.

Party B shall bear all responsibilities for disputes or damages arising from any failure of Party B to follow the procedure for reporting missing checks or the specimen signature/seal or replacing the same.

Article 14. **Party A is not liable for any accidents in the course of delivery of a negotiable instrument payable on demand deposited in by Party B to the paying bank for collection, or for any failure to collect the fund or delay in the payment or partial payment during the collection process carried out by other financial institutions designated by Party A for such collection due to any causes, unless such accident, delay or partial payment can be attributed to Party A.**

Article 15. **Party A may collect certain fees for conducting business relating to OBU Foreign Currency Checking Account. The fee standards for each business may be adjusted by Party A, and shall be announced at Party A's business places and on Party A's website; provided, however, that individual notification of such adjustment to Party B is not required.**

Article 16. At the beginning of each month, Party A shall send the bank statement of last month to Party B (however, no bank statement will be sent for a month where no deposit or withdrawal is made). Upon the receipt of the statement, Party B shall immediately confirm the same. In the event that any discrepancies are found, Party B shall promptly inform Party A within seven days after the receipt of the statement for further verification. Party B shall also have the right to ask Party A to provide those checks on which the payments have been made. No notification by Party B for further verification within the prescribed period will lead to the presumption that those data contained in the statement shall prevail. Unless otherwise agreed upon, in the event that no bank statement for a month in which there are deposits into and withdrawals from the Account is received by the tenth (10th) day of the following month, Party B shall promptly inform Party A

forthwith.

Article 17. **Party B agrees that Party A, the Taiwan Clearing House, and the Joint Credit Information Center may collect, process, transmit internationally, and utilize the information on the Account of Party B to the extent of its specific purposes.**

Party B agrees that Party A may designate the Taiwan Clearing House to be a data processing center for compiling data on records of Dishonored Negotiable Instruments and Account Rejections in respect of Party B, and that such clearing house may collect, process, and utilize all records and notes of Dishonored Negotiable Instruments, Account Rejection, and other data about the credit on negotiable instruments, in each case in respect of Party B (including its related accounts).

Party B agrees that Party A and the Taiwan Clearing House may provide its date of opening the Account, capital amount, revenue, Dishonored Negotiable Instrument records and Notes, Account Rejection as announced by such clearing house, and other data about the credit on negotiable instruments, in each case in respect of Party B (including its related accounts) for other member financial institutions' inquiry.

In addition, the Joint Credit Information Center may provide the data so compiled to its member financial institutions for inquiry.

Article 18. **Each Party to this Agreement may terminate this Agreement at any time, and such termination will be effective when a written notification of termination is served on the other Party. Each Party is liable for damages to the other Party if such termination is initiated at a time unfavorable to the other Party, unless such termination is compulsory and cannot be attributed to Party A or Party B.**

Article 19. **Upon termination of this Agreement, Party B agrees to promptly return the remaining blank checks to Party A, close and settle the Account, and authorize Party A to transfer the balance of the Account to the payable account on a provisional basis for safekeeping.**

Article 20. **If Party B's Account has been rejected, or this Agreement has been terminated for any other reason, Party B shall close and settle the Account and return all of the remaining blank checks to Party A upon receipt of Party A's notification. When returning the remaining blank checks, regarding the signed checks that are not presented for payment, Party B may fill out the Application Form of Checking Account for Payment on Unpaid Checks after the Account Has been Closed and/or Rejected to apply to Party A for keeping and recording such unpaid funds as amounts payable. Party B shall bear all responsibility for any disputes arising from its failure to return the blank checks.**

Article 21. **Party B agrees that the communication address specified on the specimen signature/seal card is the place to which relevant documents should be delivered by Party A. In case of any change to the domicile and the communication address specified on the specimen signature/seal card, Party B shall promptly notify Party A in writing with the specimen signature/seal affixed thereon, or carry out the procedures for changing such address at the business place of Party A. If Party B fails to do so, any notice or document sent by Party A to the latest address notified or changed by Party B, or to the address specified on the specimen signature/seal card shall be deemed to be delivered when the ordinary delivery time has lapsed.**

If Party B needs to change any document, it may notify such change to Party A through the service channel provided by Party A, and Party A shall promptly handle the same in accordance with its relevant rules upon receipt of such notice.

Article 22. **Party A may charge Party B processing fees if a check drawn and issued by Party B is dishonored due to insufficient fund in the Account, or in case of any discrepancy in signature/seal of the drawer.**

The processing fees mentioned above shall not exceed one hundred and fifty percent (150%) of the processing fees which the Taiwan Clearing House charges Party A.

When applying for any service, Party B shall pay fees according to the service fee standard attached to this Agreement. Any change or modification to the fees mentioned above shall be disclosed at the business place / on the website of Party A at least sixty (60) days before the effective date, unless such change or modification is favorable to Party B.

Party B shall be responsible for the payment of any penalty, processing fee, and handling fee stipulated by the Taiwan Clearing House and Party A, and Party B authorizes Party A to directly debit Party B's Account or other deposit account with this Agreement being the basis of the authorization.

Article 23. **Party B may apply to Party A for forwarding to the Taiwan Clearing House an application for making a Note on Redemption, Reserve for Payment, and Re-Presentation and Payment in respect of a dishonored check drawn and issued by Party B or other matters related to credit on transactions of negotiable instruments within three (3) years from the day immediately following the date of such dishonor according to the Guidelines for Notes on Credit Conditions for Checking Transactions of Depositors of Checking Accounts.**

Article 24. **Party A may limit its provision of blank checks to Party B under one of the circumstances listed below:**

(1) Checks are dishonored due to insufficient fund in the Account or discrepancy in the seal/signature of the drawer, or Redemption, Reserve for Payment, or Re-Presentation and Payment are often applied for after the checks are dishonored; or

(2) Other abnormal matters in connection with the use of any negotiable instrument.

Party A shall inform Party B in writing with regard to the reason for limiting its provision of blank checks. Party B may file a complaint with Party A if it deems such limitation unreasonable.

Party A may cease providing Party B with blank checks if Party B's Account with Party A is seized, with the exception that the fund equal to the amount seized has been reserved for securing the payment.

Article 25. **Party A may refuse to deal with Party B for three (3) years after the date of receipt of a notification of dishonor from the Taiwan Clearing House that up to three checks (including all kinds of foreign currency negotiable instruments) are dishonored within one (1) year from foreign currency checking accounts of Party B with various financial institutions due to the following causes and the procedure for Redemption, Reserve for Payment, or Re-Presentation and Payment is not completed by Party B. Party A may also do so if Party B is convicted of a crime relating to the use of any negotiable instrument:**

(1) Insufficient fund in an account; or

(2) Discrepancies in signature/seal of the drawer contained in those checks.

Record on checks dishonored due to causes set forth in the preceding paragraph shall be calculated separately.

Article 26. **If Party B is an incorporated organization and is adjudicated by the court to be reorganized before the expiration of the Account Rejection period, Party B may apply to Party A for forwarding to the Taiwan Clearing House an application for Note on reorganization, after which Party A may resume checking account transactions with Party B on a provisional basis.**

If, during the period between the date of resumption of checking account transactions mentioned in the preceding paragraph and the expiration of the Account Rejection period, a check issued and drawn by Party B is dishonored again due to insufficient fund in the Account, Party A may reject the checking account transactions with Party B for three (3) years commencing from the date of receiving a notification of such dishonor from the Taiwan Clearing House.

Article 27. Party A may consent to the resumption of dealings with, and an application for reopening a checking account by, Party B due to one of the following causes, although the Account has been rejected:

- (1) The period of Account Rejection expires;
- (2) The procedure for Redemption, Reserve for Repayment, or Re-Presentation and Payment has been carried out for all Dishonored Negotiable Instruments that triggered the Account Rejection and that occurred after the Account Rejection.

Article 28. Party A has no responsibility for any damage to any right or interest of Party B due to any dispute arising from any failure of Party B to comply with this Agreement.

Article 29. **Any modification by Party A to this Agreement shall take effect after such modification has been disclosed by Party A at its business place or on its website, or a notification of such modification has been inserted on the bank statement of the Account mailed or delivered by Party A. If Party B objects to any modification to this Agreement, Party B shall terminate this Agreement at the home branch within sixty (60) days after such disclosure or notification, otherwise it is deemed that both Parties agree to comply with the modified version of this Agreement.**

Article 30. **Party B acknowledges that the Deposit in the Account with Party A is not covered by any deposit insurance as prescribed by the Deposit Insurance Act and thus no protection of deposit insurance is available.**

Article 31. **Party B shall fully understand that any fluctuations in exchange rates may have an impact on the Deposit, leading to transaction risks or valuation losses that may be assumed or suffered by Party B. Party B shall consider its financial conditions and tolerance for exchange rate fluctuation risks and is willing to bear the potential exchange rate fluctuation risks and losses that may be incurred in connection with relevant transactions.**

Article 32. **Party B has fully understood the purpose of Party A's collection of personal data, the types of the data to be collected, the parties who will use the data, and other relevant matters after Party A performs its notification obligation in accordance with Paragraph 1 of Article 8 of the Personal Data Protection Act, and acknowledges the receipt of one copy of the Performance of Notification Obligations under Article 8 of the Personal Data Protection Act by Bank of Taiwan.**

Article 33. **The data about natural person shareholders/natural person directors of Party B may be provided only after Party B explains to them and obtains their consent, and they have completely understood that this Agreement complies with the Personal Data Protection Act and other related laws and regulations.**

A natural person shareholder referred to in the preceding paragraph means a natural person who directly and indirectly holds Party B's shares; while a natural person director so referred to means a natural person appointed by the person(s) directly and indirectly holding Party B's shares.

Article 34. **Provisions of Compliance with FATCA**

- (1) **Party B understands and agrees that Party A is required to provide information about its customers who are US citizens, Green Card holders or tax residents under US tax codes, including without limitation their names, addresses, US tax identification numbers, US ultimate shareholder information, account numbers,**

account balances, and transaction details in compliance with the Foreign Account Tax Compliance Act ("FATCA"), the relevant agreements executed with the US Internal Revenue Service ("IRS") (the "Agreements"), and the intergovernmental agreements entered into by the competent authority of the Republic of China ("IGAs"), or under the requirements of the IRS or other competent authorities. Party B is obligated to promptly provide such relevant information and documents as required by Party A.

- (2) Party B understands and agrees that he/she/it shall notify his/her/its status under FATCA voluntarily and faithfully, and provide Party A with any document and information relating to his/her/its status under FATCA, or do so at Party A's request. Party B shall immediately inform Party A in writing of any change of his/her/its status under FATCA and provide Party A with the information and the supporting documents after such change. Should Party B fail to perform his/her/its obligation of disclosure or cooperate with Party A in providing relevant documents indicating his/her/its FATCA status, Party A may handle such failure in accordance with FATCA or IGAs.
- (3) Party B agrees that Party A may take necessary actions towards him/her/it according to FATCA, the Agreements, and IGAs, if he/she/it is listed as "Recalcitrant Account" under FATCA due to his/her/its refusal to provide the relevant documents indicating his/her/its FATCA status or to cooperate with Party A in reporting under FATCA.
- (4) Any matter not covered in these provisions shall be handled in compliance with FATCA, IGAs, and relevant laws and regulations.

Article 35. Provisions of Compliance with Anti-Money Laundering and Counter-Terrorism Financing Laws:

- (1) Where Party A finds that Party B (or any of its senior management, beneficial owners, and parties related to transactions) is among the individuals, legal persons, or groups sanctioned as designated pursuant to the Counter-Terrorism Financing Act, or among the terrorists or terrorist groups recognized or investigated by any foreign government or international organization (the "Sanctions and Terrorists List"), Party A may refuse to carry out business dealings and directly terminate business relationship with Party B.
- (2) Where Party B fails to cooperate with Party A's examination, refuses to provide any information relating to any of its senior management, beneficial owners, and parties related to transactions, or is not willing to explain the nature of transactions and sources of funds, Party A may suspend or refuse the transactions or terminate business relationship with Party B.
- (3) Party B or relevant parties shall provide information in a timely manner for Party A's verification whether Party B (or any of its senior management, beneficial owners, and parties related to transactions) is on the Sanctions and Terrorists List before carrying out account opening procedures or any transactions. Party A will not be liable for any failure or delay in opening an account or doing a transaction as a result of Party A's failure to conduct a timely identity match due to Party B's or any relevant party's reluctance to cooperate.
- (4) Party A may first refuse a scheduled transaction conducted by Party B using the Account, where Party A finds that a party to the transaction is suspected to be on the Sanctions and Terrorists List when conducting name/title searching procedures pursuant to law. After the investigation, if such party is not on the Sanctions and Terrorists List, the "transaction blocked" status will be released in respect of Party B's account. However, Party A will not be liable for any failure in any scheduled transactions.

Article 36. Party B agrees that when the Account is reported to be an account on the watch-list, Party A may suspend all transaction functions of such an account, and Party A may return any

inward remittance amount to the remitting bank via remittance return. When the Account is reported to be a derivative watch-listed account, Party A may suspend the use of the internet transfer function, and the inward remittance amount may also be returned to the remitting bank via remittance return.

Article 37. In case of any dispute over the deposit businesses under the Agreement, Party B may telephone Party A's 24/7 customer service hotline: (02-21821901 and 02-21910025), or Party A's toll-free customer hotline (0800-025168).

Article 38. This Agreement shall be governed by the laws of the Republic of China. In case of any litigation arising out of and in connection with this Agreement, the Parties agree that the district court of the place where Party A's branch handling this Deposit is located (i.e., the location of execution of this Agreement) shall be the competent court of first instance, unless otherwise provided by law in respect of the exclusive jurisdiction.

Article 39. This Agreement is executed in duplicate, with each Party retaining one copy for record.

※Declaration and Acknowledgment※

- I. Party B has fully reviewed the entire provisions of this Agreement. (Please check as applicable☑)**
- ☐ **He/She/It has reviewed this Agreement upon the execution of this Agreement.**
 - ☐ **He/She/It has brought back this Agreement for review in advance on [MM/DD/YYYY] for a period no shorter than five (5) days.**
- II. Party B confirms that he/she/it has received one copy of the following documents (please check as applicable☑):**
- ☐ **Bank of Taiwan Offshore Banking Unit Agreement for Foreign Currency Checking Account Transactions and Bank of Taiwan Offshore Banking Unit Foreign Exchange Service Charges.**
- III. Party B agrees that all subsequent business dealings with Party A will be carried out under this Agreement. Any matters not covered herein shall be governed by relevant laws and regulations.**
- IV. Party A has fully explained to Party B the key contents of this Agreement and disclosed the information about the associated risks to Party B according to the Financial Consumer Protection Act and its relevant laws, and Party B, having fully understood the key contents of this Agreement and the associated risks, hereby agrees to the same by signing and sealing below.**

To: Bank of Taiwan

Undersigned (i.e., Applicant) : _____

(Please affix the original signature/seal of the Applicant and the original signature/seal of the responsible person registered with the Bank)

Responsible person: _____(sign in person)

ID No. of the responsible person: _____

Seals verified by

Clerk
(who verifies the identification documents
and the authorized signature)

Supervisor

Date: _____(MM/DD/YYYY)

Note:

In the event of any inconsistency between the English and Chinese versions of any terms and conditions hereof, the Chinese version shall prevail.

Notification of Personal Data Protection Act Disclosure Obligations by Bank of Taiwan

The Bank of Taiwan (BOT) is required by Article 8, paragraph 1 and Article 9, paragraph 1 (where applicable) of the "Personal Data Protection Act" (PDPA) to clearly disclose to you the following matters:

1. The purposes for which BOT collects your personal data (for further information, see the Appendix at the bottom of this Statement).
2. Types of personal data collected: Full name, national ID number, gender, date of birth, contact method, transactions, account information, educational attainments, and the content of applications or contracts pertaining to other related services. Moreover, such data shall in principle be either the details of business, accounting, and service matters connected with dealings between BOT and the customer, or personal data that are actually collected from the customer or a third party (e.g. the Joint Credit Information Center).
3. Duration of personal data usage:
 - A. Duration of specific purpose.
 - B. As mandated by applicable legislation (e.g. Business Entity Accounting act), the retention period required for the conduct of business, or the records retention periods stipulated by specific contracts (with the longest retention period taking precedence).
4. Geographical extent of personal data usage: The domestic and overseas locations of the parties listed immediately below in the "Parties allowed to use the data" section.
5. Parties allowed to use the data:
 - A. BOT (including any outside institution to which BOT may outsource the handling of matters).
 - B. Institutions allowed by law to use the data (e.g. BOT or the financial holding company to which it belongs).
 - C. Other business-related institutions (e.g. correspondent banks <including originator banks, beneficiary banks, and intermediary banks>, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., credit guarantee institutions, international credit card organizations, card acquirers, and participating merchants).
 - D. The entitled institutions or financial supervisory agencies in accordance with domestic and foreign laws and regulations, the U.S Government.
 - E. Parties to whom you have given consent (e.g. companies that engage with BOT in cross-selling or joint use of each other's customer data, and companies that engage with BOT in cooperative business promotion).
6. Method of personal data usage:
 - A. Any automated or non-automated usage method that complies with personal data protection legislation.
 - B. Cross-border transfer.
7. Article 3 of the PDPA empowers you to exercise the following rights with regard to your personal data that is held by BOT:
 - A. the right (except where any of the conditions set out in the proviso of Article 10 of the PDPA is present) to query or access your personal data and ask BOT for copies thereof, provided that BOT may charge a fee to cover necessary costs in accordance with the provisions of Article 14 of the PDPA;
 - B. the right to supplement or correct your personal data, provided that you must adequately explain (in accordance with the provisions of Article 19 of the "Enforcement Rules of the Personal Data Protection Act") why this is necessary;
 - C. if BOT violates the PDPA in collecting, processing, or using your personal data, you are empowered by Article 11, paragraph 4 of the PDPA to ask BOT to delete the data and stop collecting, processing, or using it;
 - D. Article 11, paragraph 2 of the PDPA provides that in the event of a dispute regarding the accuracy of the personal data, BOT shall, on its own initiative or upon your request, cease processing or using the personal data, unless the processing or use is either necessary for the conduct of business or has been agreed to by you in writing and the dispute has been recorded;
 - E. Article 11, paragraph 3 of the PDPA provides that when the specific purpose of data collection no longer exists, or upon expiration of the relevant time period, you may ask BOT to erase or cease processing or using your personal data, however, the proviso of that paragraph provides that the preceding does not apply if the processing or use is necessary for the conduct of business or has been agreed to by you in writing.
8. You may freely choose whether to provide related personal data, and if so, which types. However, if you refuse to provide personal data that is needed to conduct business or review the conduct of business, BOT may be unable to

engage in necessary conduct of business or necessary review of the conduct of business, and thus unable to provide you with related services or unable to provide relatively good services. Your understanding is requested.

9. If you wish to exercise the aforementioned rights set out in Article 3 of the PDPA, for more information on how to exercise those rights, please call our free-of-charge customer service hotline (0800-025-168) to contact the proper BOT department.
10. Sources of personal data (where Article 9 of the PDPA is applicable): May be a party's statutory agent or assistant; or entities that engage with BOT in cooperative business promotion, cross-selling, or joint use of each other's customer data; or any other correspondent financial institutions.

*** Appendix:**

Meaning of the term "specific purpose"		
Type of business	Specific purpose and code number of business	Specific purposes and corresponding codes for BOT as a whole
Deposit and remittance businesses	022 Foreign exchange 036 Deposit and remittance 067 Credit card, cash card, debit card, and electronic stored value card business 082 Operation of integrated management among the borrowing households with depositors saved business 112 Negotiation Instrument Exchange Business 181 Other business operation in accordance with the business registration project or organization Prospectus(e.g. safety deposit box business, gold passbook business, trust business, digital finance business, proxy receipts and payments business, distribution or underwriting of securities, and cross-selling or cooperative business promotion)	040 Marketing (including financial cross-selling business) 059 Financial service industry's collection and processing information in accordance with laws and needs for financial supervision 060 Financial dispute resolution 061 Financial supervision,administration and inspection 063 Non-government agency collect or process personal information under legal obligations
Foreign Exchange business	022 Foreign exchange 036 Deposit and remittance 082 Operation of integrated management among the borrowing households with depositors saved business 088 Lending and trust business 106 Credit business 154 Reference 181 Other business operation in accordance with the business registration project or organization Prospectus (e.g. digital finance business, proxy receipts and payments business, and cooperative business promotion)	069 Contract, contract-like or other legal relation matters 090 Consumer, Customer Management and Service 091 Consumer Protection 098 Business and Technical Information
Credit Card business	022 Foreign exchange 067 Credit card, cash card, debit card, and electronic stored value card business 082 Operation of integrated management among the borrowing households with depositors saved business 088 Lending and trust business 106 Credit business 154 Reference 181 Other business operation in accordance with the business registration project or organization Prospectus y (e.g. credit card issuing and acquiring business)	104Account management and debt trading business 113 Petition and petition reported matters handling 126 Claims the whole discounting and trading business 136 Information (Communication) and database Management
Credit business	022 Foreign exchange 067 Credit card, cash card, debit card, and electronic stored value card business 082 Operation of integrated management among the borrowing households with depositors saved business 088 Lending and trust business 106 Credit business 111 Bills business 154 Reference 181 Other business operation in accordance with the business registration project or organization Prospectus (e.g.	137 Information and Communication Security and Management 157 Investigation, statistics and research analysis 177 Other financial administrative business 182 Other Consulting and Consultant Services Others: Crime prevention

	guaranteeing of the issuance of corporate bonds, conduct of domestic guaranty business)	(including but not limited to global AML/CFT measures, preventing fraud), investigation of a violation criminal law of U.S., and other matters under U.S. Anti-Money Laundering Act Sec.6308.
Wealth Management business	022 Foreign exchange 036 Deposit and remittance 044 Investment management 068 Trust business 082 Operation of integrated management among the borrowing households with depositors saved business 094 Property management 166 Securities, futures, securities investment trusts and consultants related business 181 Other business operation in accordance with the business registration project or organization Prospectus (e.g. gold passbook business, digital finance business, and cross-selling or cooperative business promotion)	
Trust business	022 Foreign exchange 036 Deposit and remittance 044 Investment management 068 Trust business 082 Operation of integrated management among the borrowing households with depositors saved business 094 Property management 112 Negotiation Instrument Exchange Business 166 Securities, futures, securities investment trusts and consultants related business 181 Other business operation in accordance with the business registration project or organization Prospectus(e.g. safety deposit box business, attestation business, and corporate bond trustee business)	
Other lines of business set out in the business registration or articles of incorporation, or approved by the central competent authority	181 Other business operation in accordance with the business registration project or organization Prospectus (e.g. digital finance business, proxy receipts and payments business, financial derivatives business authorized by the competent authority, securities investment, securities underwriting, securities dealing, short-term bills brokerage and dealing business, advisory services for the issuance/offering of securities, certification of securities, proprietary trading of bonds, and cross-selling or cooperative business promotion [including non-life insurance])	

Notifications on Personal Data in Compliance with FATCA (For Natural Person)

Bank of Taiwan (the "Bank") has entered into an FFI Agreement ("Agreement") with US Internal Revenue Service ("IRS") in compliance with the Foreign Account Tax Compliance Act ("FATCA") and therefore shall be under the obligation to identify and report US accounts under the relevant agreement executed by the competent authority of the Republic of China, including but not limited to intergovernmental agreements ("IGAs"). As collecting your personal data involves your rights to and interests in privacy, the Bank, prior to such collection, shall explicitly notify you of the following matters in accordance with Article 8 of the Personal Data Protection Act ("PDPA"):

- 1. Regarding the purposes of collection of your personal data, types of your personal data to be collected, as well as the period when, the area where, the party by whom and the manner in which your personal data will be used, please carefully read the following:**

Description of Specific Purposes	Type of Personal Data to Be Collected	Period When Personal Data Are Used	Areas Where Personal Data Are Used	Parties Who May Use Personal Data	Manners of Using Personal Data
To identify the FATCA status of all account holders within the Bank and to report the information about any US account (Note) holder to IRS when necessary.	Including but not limited to name, place of birth, nationality, domicile, residence address and work address, telephone number, US tax identification number, account number and account balance, total income in an account and transaction details.	The retention period as stipulated by relevant laws and regulations (for example, the Business Entity Accounting Act), or as required by the Bank's business, or the maximum data retention period provided in the respective contract (whichever is longer).	Domestic and foreign areas where the parties listed in the right column "Parties Who May Use Personal Data" are located.	<ol style="list-style-type: none"> 1. The Bank (including the entities to which the Bank outsources its businesses); 2. Institutions that may use the personal data pursuant to laws and regulations (such as the Bank's parent company or the financial holding company of which the Bank is the subsidiary); 3. Other business-related institutions; 4. Competent authorities pursuant to law or domestic and foreign financial supervisory authorities; and 5. IRS. 	<ol style="list-style-type: none"> 1. Your personal data will be used by automated devices or in other non-automated ways in compliance with applicable personal data protection laws and regulations. 2. Cross-border transmission

- 2. In accordance with Article 3 of the PDPA, you may exercise the following rights with regard to your personal data retained by the Bank:**

- (1) Except for the situations provided in the proviso of Article 10 of the PDPA, you may make requests to the Bank for inquiring, reviewing or making copies of your personal data; provided that the Bank may charge you a reasonable fee for such requests in accordance with Article 14 of the PDPA;
 - (2) You may make requests to the Bank for data supplement and correction; provided that you shall explain the reason(s) for and fact(s) in relation to such request in accordance with Article 19 of the Enforcement Rules of the PDPA;
 - (3) If the Bank collects, processes or uses your personal data in violation of the PDPA, you may make requests to the Bank to cease collecting your personal data in accordance with Paragraph 4 of Article 11 of the PDPA;
 - (4) You may request the Bank to cease processing or using your personal data if the accuracy of the personal data is in dispute in accordance with Paragraph 2 of Article 11 of the PDPA, provided however that, according to the proviso of said Paragraph, the Bank may not proceed with the cessation request if your personal data is required for performing the Bank's business processes or the Bank obtains your written consent, and such dispute is recorded; and
 - (5) When the specific purpose of data collection no longer exists or upon expiration of relevant time period, you may request to erase or cease processing or using your personal data in accordance with Paragraph 3 of Article 11 of the PDPA, however, according to the proviso of said Paragraph, the preceding provisions does not apply if such personal data is required for performing the Bank's business processes or if the Bank obtains your written consent.
3. Where you wish to exercise any right specified in Article 3 of the PDPA, you may inquire how to do so by contacting the Bank's operating units or by calling the Bank's toll-free customer hotline (0800-025-168).
 4. You may choose whether to provide the relevant personal data at your own free will; provide, however, that if you refuse to offer the personal data required for the Bank's compliance with FATCA, the Agreement and IGAs, or if you withdraw or revoke your consent to the provision of your personal data subsequently, the Bank will not continue to provide you with relevant services and the Bank will take necessary actions towards you in accordance with FATCA, the Agreement and IGAs. Your understanding is appreciated.

Note: A "US account" referred to herein under FATCA means any financial account held by one or more specified US persons or by a foreign legal person owned by one or more specified US persons.

※In the event of any inconsistency between the English and Chinese versions of these terms and conditions, the Chinese version shall prevail.