

DBS Bank Ltd., Taipei Branch General Terms and Conditions Governing Account

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General Terms and Conditions Governing Account

Standard Terms





FIRST ASIAN BANK TO ACHIEVE CRYSTAL MARK FOR PLAIN ENGLISH IN CORPORATE ACCOUNT TERMS

General Terms and Conditions Governing Account Standard Terms

1 Introduction

- 1.1 By having any **account** with us or by using any of our services, you agree to these **standard terms**, any **supplementary terms** that apply and any other terms which we may tell you about which apply to our products or services. These **standard terms**, together with the **supplementary terms** that apply, replace all previous standard terms and conditions which may have applied to your **account** and our services.
- 1.2 If there is any difference in the terms which apply to our specific products and services, our **supplementary terms** and our **standard terms**, the terms which apply to specific products or services will take priority, followed by the **supplementary terms** and lastly the **standard terms**.

2 Definitions

- 2.1 In these standard terms, the following words have the following meanings.
 - (a) **Account** means each account you open with us.
 - (b) Agreement means these standard terms, the relevant supplementary terms and any other specific terms and conditions agreed between us which apply to your account or any products or services you can access through your account or which are linked to your account.
 - (c) **Business day** means any day (other than a Saturday or Sunday) we and, if another jurisdiction (country, state, territory or region) or another currency is involved, banks in the main financial centre of that jurisdiction, are open for general banking business.
 - (d) **Electronic services** includes any electronic service we offer to use with your **account**.
 - (e) **Our members** means DBS Bank Ltd and its branches, parent company, representative offices, agencies, subsidiaries and affiliates (including any branches or representative offices of any subsidiary or affiliate).
 - (f) **Standard terms** means these corporate account standard terms.
 - (g) Supplementary terms means the terms and conditions for that specific jurisdiction where you open your account which amend these standard terms or are added to them.
- 2.2 In these **standard terms** the following also apply.





- (a) When we refer to a 'person', we also mean that person's executors, personal representatives and anyone authorised to take over their legal rights. 'Person' also includes an individual, a partnership, a corporate organisation, an unincorporated association, a government, a state, an agency of state and a trust.
- (b) 'Including' means 'including without any limitations'.
- (c) A 'regulation' includes any regulation, rule, official directive, request, code of practice or guideline (whether or not having the force of law) of any government organisation, agency, department, taxing authority or other authority or organisation in any jurisdiction.
- (d) Whenever we refer to a law or regulation, we mean any amendments to it and related legislation.
- (e) Any agreement includes any amendment, supplement, or replacement to that agreement.
- (f) 'We', 'us' and 'our' means any of **our members** where you open your **account** and where it is maintained, or which provide you with a service.
- (g) 'You' or 'your' means the **account** holder or the person we have agreed to provide a service to.
- **3** Opening and managing your account
- 3.1 <u>Requirements</u>. For any account you open with us or service we provide to you, we may set limits on how much you need to have in your account when it is opened, credit balances, amounts on which we will pay interest and types of currencies that we may accept, as well as our charges, commission and usual interest rates and any other requirement we may tell you about. We may decide to change your account number if we have to do so in connection with our business, or if you change the constitution of your business. However, we will tell you before we do this.
- 3.2 <u>Information</u>. You must give us all documents, information and authorisation we reasonably need to open and maintain your **account**. This includes for the purposes of us meeting 'know your customer', anti-money-laundering and anti-financing-terrorism requirements and any other laws and regulations which we need or agree to keep to. You must tell us promptly, in writing, of any change in any documents, information or authorisation given to us, and give us supporting documents and evidence of any change.
- 3.3 <u>Authorised signatories</u>. You must give us your mandate for operating your **account** and tell us promptly, in writing, of any change in your mandate. If your **account** is operated by your authorised signatories (people you have given





permission to operate the **account**), you must give us their names and specimen signatures and tell us promptly, in writing, if there is any change to them. We will tell you if we cannot accept any authorised signatory due to our policies or any law or regulation which we need to keep to or agree to keep to.

- 3.4 <u>Changing the authorised signatories</u>. We will act on any instruction which we in good faith believe has come from your authorised signatories we have in our records. This will apply until we have received notice from you, in writing, that there has been a change to your authorised signatories and we have had a reasonable time (at least seven **business days** from receiving your notice), to change our records, after which we will act on instructions from the new authorised signatories.
- 3.5 <u>Encumbrances.</u> You cannot create, or allow to arise or remain in force, any encumbrance on your account without our written consent beforehand. If we give you permission to do this, we have the right to set any additional terms and conditions or fees (or both) we think appropriate. An encumbrance is any mortgage, charge (fixed or floating), pledge, lien or other security interest of any kind or other agreement or arrangement that has a similar effect.
- 3.6 <u>Account 'in trust'</u>. If you open an **account** in your name 'in trust' or 'as nominee' or in some other similar role, or as a capital markets services licence holder (or the equivalent) holding segregated clients' accounts, the following will apply.
 - (a) We will not recognise any person (other than you as the **account** holder) as having any interest in your **account**.
 - (b) We will accept requests to pay money into and take money out of your **account**, and other instructions relating to your **account**, from you or your authorised signatories only.
 - (c) It is your responsibility to manage this **account** for the benefit of your beneficiaries, and we have no responsibility to monitor this.
- 3.7 <u>Partnership account</u>. If you open an account as a partnership, it is your responsibility to tell us promptly, in writing, about any change in the constitution of the partnership, for example, as a result of the death of any partner, being made bankrupt, retiring, or for any other reason. We may treat the remaining partners or the new partners (or both) as having full authority to manage your account as if there had been no change in the partnership. This applies unless we receive notice otherwise, in writing, from one of the remaining partners, the executors or legal personal representatives or trustees of any partner who has died, or the 'trustee in bankruptcy', liquidator or similar officer of any partner who has been made bankrupt or is insolvent.
- 4 Payments in and out of your account





- 4.1 <u>Payments into your account</u>. You may pay money into your account in currencies we accept and in any way we accept or agree to. We may charge you for certain methods of paying in money at rates we will tell you about. We will only accept payments into your account made in foreign currencies on a business day. The date the money is received as payment into your account will depend on current market practice or as we decide in line with our normal banking practice.
- 4.2 <u>Receiving funds</u>. If payment into your **account** is made by any method which needs clearing and settlement (for example, cheques), or through domestic or international transfer of funds, we do not have to credit your **account** before we actually receive the funds. If we credit your **account** before receiving the funds, this will be on the condition that we receive the funds, and we will deduct the money from your **account** if we do not receive the funds.
- 4.3 <u>Fixed or time deposits</u>. For money you have put into a 'fixed' or 'time' deposit which is not set up to automatically renew, you need to tell us what to do with the money on or before the maturity date. (If you make, for example, a three-month fixed deposit, the maturity date would be three months from when you make the deposit.) If we do not hear from you, we may put your money, and any interest it has earned, back on deposit (redeposit it) for the same term as the original fixed or time deposit, using the interest rate which applies to your deposit at the time (or any other rate as we may decide). For fixed or time deposits which are set up to renew automatically, we will automatically redeposit the amount, and any interest it has earned, when it reaches the maturity date. This will be redeposited for the same term and at the interest rate which applies to your deposit at the time (or any other rate as we may decide), unless you tell us otherwise at least two business days before the maturity date.
- 4.4 Withdrawals.

You agree to the following.

- (a) You must keep enough funds in your account to cover all payments and withdrawals and make sure these funds are readily available. If payments cannot be made from your account because there are not enough funds in the account, we may charge you a fee for the unsuccessful payment. If your account does not have enough funds and we decide to allow a payment from your account or for your account to go overdrawn, you must pay all overdrawn amounts immediately, together with any interest and any other charges at our then current rates.
- (b) You can withdraw money from your account in any way which we accept or agree to. If you ask, we may (but do not have to) allow you to withdraw funds in a different currency from the currency in which your account is held. If we do this, our rate of exchange at the time you withdraw the money will apply. If you want to withdraw money or make a payment in a specific currency or substantial amount (as we decide),





or both, this will depend on the cash in that specific currency we have available. However, to the extent permitted by local laws and regulations, you may have to give us notice beforehand, or we may set requirements (or both of these may apply) for these withdrawals or payments from your account.

- (c) You will need our permission to end or withdraw a fixed or time deposit early, unless you have a right to do so under any relevant laws and regulations. If we allow you to end or withdraw a fixed or time deposit early, to the extent permitted by local laws and regulations, we may pay you less or no interest, set any terms and conditions (including early withdrawal charges), or both.
- (d) We may not allow you to withdraw money from your account, and may not carry out any transaction or any matter relating to your account if:
 - (i) we are not able to confirm your identity, or that of your authorised signatory to our satisfaction;
 - (ii) we, acting reasonably, believe the request or instruction is not genuine, clear or complete;
 - (iii) we believe that the signature is different from the specimen signature of the authorised signatory you gave us or the instruction is not signed in line with the mandate you gave us;
 - (iv) funds in your account have been earmarked (set aside) for any reason, resulting in there being not enough funds to meet your request or instruction;
 - (v) your account is closed or suspended; or
 - (vi) we have to keep to any regulatory, legal, court or statutory requirement, request or order which relates to the following.
 - If we are told not to make the payment or allow the withdrawal.
 - If we have to pay any government body (or agency).
 - If we have to freeze your account.
 - If we are prevented from processing your request or instruction.
- 4.5 <u>Transferring funds</u>. We may accept an instruction to transfer funds between your **account** and any other account belonging to you or any other person which is maintained with us or any other financial institution if we have the necessary arrangements in place. We will try to process your request to transfer funds on





the day we receive your instruction or as soon as we can on the next **business day** or within the time provided in the s**upplementary terms**. You are responsible for making sure you give us the correct information (including details of the person you want to transfer the funds to) so that the transfer is successful. We do not have to check any information you give us in your instruction. We may set limits on transferring funds (for example, on the amount to be transferred or on how often you use the service).

4.6 <u>Place of payments</u>. We will only pay money which you have in your **account** from **our member** where you hold your **account** or from any of that member's branches in the same jurisdiction where you hold your **account**. We will not pay it from any of **our members** or their branches in any other jurisdiction.

5 Interest, fees and charges

- 5.1 <u>Interest payments</u>. We will pay interest on the daily cleared and available credit balances of the funds in your interest earning account or accounts. This will be at the current interest rate that applies to the account at that time or at a rate you and we agree. We will not pay you interest on any unclaimed balance in a closed or suspended account or an account which we have listed as dormant. We may consider an account to be dormant if we consider that there has been no transaction made by you or no activity on the account has been carried out for a certain period of time. If you close an account that we have agreed to pay interest on, we will pay interest up to (but not including) the date you closed the account.
- 5.2 <u>Charges, fees, costs, and so on</u>. You must pay all fees, charges (including foreign-exchange commission or charges), costs, expenses and commissions in relation to your account and our services at the rates which apply at that time or as you and we agree. If, in the case of electronic payments, if it is not clear who should pay the charges, you will pay our charges and whoever receives the payment will have to pay the agent bank's charges.

6 Account statements

- 6.1 <u>Account statements</u>. In line with our normal banking practice, we will send you account statements through the post or our electronic services or by any other method we have agreed with you. You must tell us in writing if you do not receive an account statement within seven days of when you usually receive it. If you do not tell us, we will treat you as having received it. If you tell us about or we become aware of any incorrect or missing entry, information or amount in the account statement, we will correct the error and tell you promptly.
- 7 Our responsibilities





- 7.1 <u>Care and skill</u>. When providing you with any service in relation to your account, we will act with reasonable care and skill in line with the standards and practices of the banking industry and this agreement. We will decide the date that a transaction is recognised in line with the standards and practices of the banking industry.
- 7.2 <u>Agents and so on</u>. In providing our services to you, we may use any system for communication, clearing, settlement or payment, intermediary or correspondent bank, agent or other person or organisation. We will act in line with any rules and regulations of any system for clearing, settlement or payment, intermediary or correspondent bank that we choose and any international laws, rules and regulations that apply. You acknowledge that we and our correspondent bank also have to act in line with the laws and regulations of various jurisdictions which relate to money laundering, terrorism funding and legislation or rules on sanctions (for example, political measures taken against one or more jurisdictions).
- 7.3 <u>Using other organisations</u>. As far as we are allowed under the laws or regulations that apply, we may pass or subcontract any part of our banking operations to anyone in any jurisdiction. We may also deal with and use the services of any of our members when providing our services to you.
- 8 Your responsibilities
- 8.1 Monitoring your account.

It is your responsibility to do the following.

- (a) Monitor the balance of your account and promptly tell us in writing of any unauthorised payments or withdrawals from your account or of any suspicious matter to do with your account.
- (b) Check all account statements (including electronic statements and transaction records), and promptly tell us in writing of any unauthorised or wrong entries (payments in or out) or other inaccuracies. You must do this within 14 days from receiving the statement or, in the case of an electronic statement, within 14 days from the date of the statement. If you do not do this, you have accepted your account statement, electronic statement or transaction record to be correct, final and conclusive.
- (c) Promptly tell us in writing about any change in your postal address, phone number, fax number or email address that we use to communicate with you, or any relevant change to any of your information we have in our records (including your signature, authorised signatory and mandate). You must also send us any documents we need to support this change. We will need at least seven business days from receiving this information to change our records, after which the updated change will apply.





- (d) Take reasonable care and precautions and have adequate internalcontrol procedures and security arrangements to prevent fraud, forgery or other unauthorised use of cheques, payment instructions, withdrawal requests and so on in relation to your account or service.
- (e) Tell us immediately if you become aware of any actual or suspected fraud, forgery or other unauthorised use of your account or any other matter concerning your account that you think looks suspicious.
- (f) If you use cheques, you must immediately:
 - (i) tell us in writing if you do not receive a chequebook within two weeks of asking for it;
 - (ii) tell us about, and put a 'stop' on, any cheque which is lost or stolen; and
 - (iii) return or destroy all unused cheques when your account is closed, to prevent any fraud, forgery and unauthorised use of your account.
- 8.2 <u>Instructions</u>. When you ask us to pay, withdraw or transfer funds, it is your responsibility to make sure that you give us complete, clear and accurate information (including all information we need in our standard application forms) so we can carry out your request.
- 9 Suspending and closing your account
- 9.1 You or us closing your account. Either of us may close your account at any time and, if it says so in the supplementary terms, the person closing the account will give notice to the other before they do so. When your account is closed, you must pay us promptly all amounts you owe us, including overdrawn amounts (if any), interest, costs, expenses, commission and any other charges you owe on the account. If your account is in credit, we will pay you the balance (after deducting any amount you owe us) by posting a cashier's order or a banker's draft for the balance to the address we have for you in our records or in any other way we decide. We will not pay interest on unclaimed balances of closed accounts. This agreement will continue to apply until you and we have met all of our responsibilities.
- 9.2 <u>Us suspending or closing your account</u>. We may immediately suspend, freeze or close any account at any time without giving you notice or without giving any reason if:
 - (a) any law or regulation which we have to keep to makes it illegal to maintain or allow you to continue to use your account;





- (b) we decide or have reason to suspect that the account is being used for or in connection with any fraudulent or illegal activities or transactions (including gambling, money laundering, funding terrorism, or tax evasion);
- (c) we find out about a continuing or potential dispute or any allegation of fraud or wrongdoing in your organisation or your management team or between your directors, shareholders, authorised signatories or your partners;
- (d) we receive instructions from your authorised signatories or any of your directors or partners (whether or not the director or partner is an authorised signatory to your account) which contradict your instructions; or
- (e) you fail to keep to any part of this agreement.

Where we are allowed under relevant laws and regulations, we will tell you we have suspended or closed your account as soon as we can.

- 9.3 <u>Ending our services</u>. When your account is closed or suspended, we will automatically end all services in connection with the account.
- 10 Money you owe us
- 10.1 <u>Money you owe us for charges, fees, interest and taxes and so on</u>. If you owe us any money, fees, interest, commission, costs, tax, charges or other amounts (whether due immediately or later), we have the right, at any time, without giving you notice, to set off and deduct from your account the amount owed, even if this would make your account overdrawn. To do this, we may also combine or consolidate all or any of your accounts with us, whether your accounts are held in your name only or jointly with others. If we need to convert currency, we will do so using our currency exchange rate in force at the time.
- 10.2 <u>Funds added by mistake</u>. If funds are credited to your account by mistake, we may, once we are aware of the mistake, immediately deduct the funds from your account. We will tell you about the mistake and the amount we have deducted. If you have used or withdrawn the funds, you must return the funds to us as soon as we have told you about the mistake.
- 10.3 <u>Our rights</u>. Our rights under this clause apply as well as any security interest (for example, mortgage or pledge), right of set-off or other rights we may have under any law which applies.
- 11 Covering us against loss





- 11.1 <u>Indemnity</u>. You agree to indemnify (cover) us against or pay to us (or both) all losses, damages, expenses, costs (including legal costs we pay or have to pay to our lawyers and losses, damages, expenses and costs arising out of claims or proceedings) which we may pay or have to pay as a result of:
 - (a) any dispute you have or may have with your beneficiaries about opening, managing or maintaining your account;
 - (b) us acting on the instructions of your authorised signatories which we believe in good faith to be genuine; and
 - (c) you failing to keep to any part of this agreement.
- 11.2 <u>What we are not legally responsible for</u>. We will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential and whether arising under contract or not which you, or any other person, may suffer or face due to the following.
 - (a) Us delaying or failing to carry out our responsibilities to you, if that delay or failure results from:
 - (i) us keeping to this agreement or to any law or regulation, order of court of the relevant jurisdiction, exchange controls or currency restrictions or sanctions legislation, anti-moneylaundering or anti-financing-terrorism laws and regulations;
 - (ii) a payment or communication system failure, power failure, computer breakdown, mechanical fault or failure, problem or fault in any software program, or any government restrictions, intervention, emergency procedures or suspension of trading by any relevant market, civil order, act or threatened act of terrorism, natural disaster, war, strike, a significant change in monetary, political, financial or economic conditions, or other circumstances beyond our control; or
 - (iii) us using any communication, clearing, settlement or payment system, intermediary or correspondent bank, agent, or anyone else we may choose, to carry out our responsibilities to you, or their act or failure to act.
 - (b) You failing to keep to the terms of this agreement or in any way being involved in fraud, forgery or other unauthorised use of your account.
- 12 Foreign-exchange risks, currency risks and so on
- 12.1 <u>International payments</u>. International payments are made under the rules and regulations of the relevant system for clearing, settlement or payment with which we and any intermediary or correspondent bank must keep to,





and the laws and regulations of the jurisdiction where the payment is to be made. If you ask us to transfer funds to another jurisdiction, we will generally not convert those funds into the currency of that jurisdiction, unless you ask us to or we have to under the laws, rules and regulations of that jurisdiction.

12.2 <u>Tax and currency risk</u>. For foreign-currency accounts, you agree that:

- (a) you will be responsible for any taxes and you will accept the risk of loss in value of currency, or funds not being available for withdrawal at any time or when they become due for payment (if this applies) due to restrictions on converting currency, the availability of funds in that currency or transfers by the jurisdiction of origin of that currency, or any government action; and
- (b) if the foreign currency is currency of any state or country of a monetary union, if anything relating to the monetary union happens which restricts availability, conversion, credit or transfers of that foreign currency or makes it impossible or impractical for us to carry out our obligations to you concerning that foreign-currency deposit or balance in your account, we do not have to pay you the funds in your account, whether in that foreign currency or any other currency.

Also, if we reasonably decide that we cannot effectively use the foreign-currency funds deposited with us, we may do one or more of the following.

- (i) Suspend, stop or reduce our interest payments on the funds for a period we may reasonably decide.
- (ii) Charge you interest or other charges on the deposit at our rates which apply at that time.
- (iii) In the case of fixed deposits, change the term of the fixed deposit.

If any of the above happen, we will tell you as soon as possible.

- 12.3 <u>Risks of foreign exchange</u>. You agree that we can convert funds, at our rate of exchange which applies at the time, to the currency of your account and you will accept any loss in value of the funds resulting from changes to the foreign exchange rate if:
 - (a) you make deposits, withdrawals or transfers in a currency which is different from the currency of your account;
 - (b) refunds into your account for unsuccessful transfers or payments are in a currency different from the currency of your account; or





(c) we need to convert currency in connection with fees, charges or any transactions in relation to your account.

13 Sanctions

- 13.1 <u>Keeping to sanctions.</u> Specific sanctions and regulations are imposed and enforced against certain countries, organisations and people by the government and regulatory authorities in the jurisdictions where DBS Group Holdings Ltd and its subsidiaries operate, and the government and regulatory authorities of our intermediary/correspondent banks. Under these measures, we or our intermediary/correspondent banks may not be able to process or take part in transactions which may result in us or our intermediary/correspondent banks not keeping to these sanctions or regulations or our internal policies relating to sanctions. As a result, we may, without affecting any other terms of this agreement:
 - (a) refuse or delay in acting on your instructions or any transaction;
 - (b) suspend, freeze or close your account immediately; or

(c) pay you in alternative currencies based on a rate of exchange reasonably decided by us.

We will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising any of our rights in this clause.

- 14 Your information
- 14.1 <u>Customer information</u>. We will treat information relating to you, your account and transactions on the account as confidential. However, unless the law says otherwise, you give us and our members permission to give any information relating to you, your account and your transactions and any member of the group of companies to which you belong, to the following.
 - (a) Our members (including any successors).
 - (b) Our advisers, data carriers, service providers and agents and any person providing services to any of them for meeting any internal requirements or to manage risk or to investigate a customer before entering into a relationship or an agreement with them or for providing banking and other services or products to you and any member of the group of companies to which you belong.
 - (c) Any person (including any regulatory or government organisation or quasi-governmental authority (for example, a government or stateowned company or enterprise), agency, department or regulatory (including self-regulatory), financial, taxing or other authority or organisation), in any jurisdiction, in so far as we need to do so to keep to relevant laws and regulations or any order, directive or request





which we are required to keep to, or which we in good faith believe that we should keep to.

- (d) Anyone who takes over or may take over all or part of our rights or obligations under this agreement or anyone this agreement (or any part of it) is transferred to or may be transferred to.
- (e) Any person who we believe in good faith to be your director or other officer, shareholder, partner (in the case of a partnership), account signatory or legal advisor, or in the case of a trust account, the beneficiary of the account.
- (f) Anyone we believe in good faith it is reasonable to give it to.
- 14.2 <u>Legal right to release information</u>. Our rights under this clause apply as well as, and without affecting, any other rights to release information which we may have under any agreement we have with you or any laws and regulations that apply.
- 14.3 <u>Continuing permission</u>. The permission you give by agreeing to this clause 14 will apply even after this agreement ends and your account is closed.

15 Communication

- 15.1 <u>Communication from us</u>. In line with our normal banking practice or as agreed with you, we may send any account statement, deposit confirmation or confirmation of any transaction, correspondence, notice or other communication to you by:
 - (a) hand or by post to the postal address we have for you in our records;
 - (b) fax to the fax number we have for you in our records;
 - (c) email to the email address we have for you in our records; or
 - (d) using our **electronic services** or any other electronic media.

Where necessary, we can also give any notice and communication through the press, radio, television, internet or any other media we choose.

15.2 Any communication from us to you will apply from:

- (a) if delivered by hand the time it is delivered;
- (b) if sent by post three **business days** after posting;
- (c) if sent by fax at the time shown in our transmission report as being successfully sent;





- (d) if sent by email at the time we send it to your email address;
- (e) if sent by electronic services at the time it was sent; and
- (f) if made through the press, radio, television or internet at the time it was made.
- 15.3 <u>Communication from you</u>. Any notice, instruction, correspondence or other communication you give us must be in writing and we must receive it. We may accept instructions by phone or over the counter, by fax, by our **electronic services** or by any other method we may agree with you. You must give us any application forms, authorisations or other documents we may need to do this.
- 15.4 Lost or delayed communication. Neither you nor we are responsible if any communication is delayed, intercepted, lost or in any other way fails to reach the other when it is being delivered or sent. This also applies if anyone else becomes aware of the contents of any communication when it is delivered or sent.
- 16 Changes to these standard terms
- 16.1 <u>Changes</u>. At any time, we may make changes to these standard terms or the supplementary terms. We will give you reasonable notice of changes by either sending you the revised terms, putting them on our website and telling you about them or publishing them in the media. All changes will apply from the date stated in the notice or public announcement.
- 16.2 <u>Not accepting these terms</u>. If you do not accept the revised standard terms or the revised supplementary terms, you have the option to close your account before they take effect. If you do not close your account after the date the revised terms come into effect, we will treat you as having agreed to the changes.
- 17 General
- 17.1 <u>Representation</u>. You agree that you will meet your responsibilities under this **agreement** and that all communication or documents you give us electronically or by fax or as photocopies are true copies of the originals, and that the originals are authentic and complete. You confirm that your obligations under this **agreement** are valid, binding and enforceable in line with their terms.
- 17.2 <u>Recording</u>. We may record any telephone conversations we have with any of your directors, officers or authorised signatories. These recordings will be our property and will, unless there is an obvious mistake, be conclusive proof of the conversation.



17.3 <u>Scanned records</u>. You agree that scanned records, electronic data or images of any form, cheque, method of payment or other electronic documents, instruction



or communication in connection with your **account** can be used as evidence in any court proceedings as proof of their contents.

- 17.4 <u>Joint and separate responsibility</u>. If an account is held by two or more people jointly, or two or more organisations or business names, the account holders will be jointly and severally (jointly and separately) responsible under this agreement.
- 17.5 <u>Keeping documents.</u> We will keep original documents (for example, cheques, bonds, drafts, bills of exchange) and store any electronic data or images in relation to these documents, for as long as the law and the standards and practices of the banking industry say we must. After this time we may destroy them.
- 17.6 <u>Tax and other charges</u>. You must make all payments you owe us under this agreement without deducting any tax or other charges payable in relation to the payments.
- 17.7 <u>Enforcing the conditions</u>. If any of these **standard terms** or the relevant **supplementary erms** cannot be enforced or is no longer valid, it will not affect any of the other terms of the **standard terms** or **supplementary terms**.
- 17.8 <u>Failing to enforce our rights</u>. If we decide not to enforce any of our rights under this **agreement**, it will not mean we will not do so in the future. It also does not mean the right no longer exists.
- 17.9 <u>Assignment</u>. You may not assign or transfer any right or obligation under this **agreement** without giving us notice in writing and getting our permission in writing beforehand. You agree that we may assign all or any of our rights and transfer all or any of our rights and obligations under or in connection with this **agreement**.
- 17.10 <u>Governing law</u>. These **standard terms** and the relevant **supplementary terms** are governed by the laws of the jurisdiction where your **account** is opened and held.
- 17.11 <u>Other languages</u>. If these **standard terms** or any **supplementary terms** are translated into a language other than English and there is any difference or inconsistency between the two, the English version will apply (unless otherwise agreed in the **supplementary terms**).

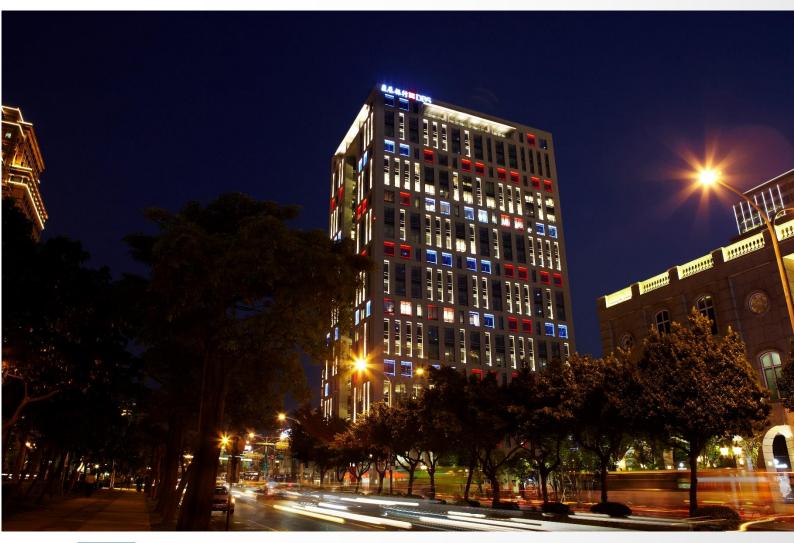






General Terms and Conditions Governing Account

Supplementary Terms - Taiwan





FIRST ASIAN BANK TO ACHIEVE CRYSTAL MARK FOR PLAIN ENGLISH IN CORPORATE ACCOUNT TERMS

General Terms and Conditions Governing Account Supplementary Terms - Taiwan

1 Introduction

- 1.1 These **supplementary terms** apply to your **accounts** with us and our services you may use in Taiwan. These **supplementary terms** will apply as well as the **standard terms**.
- 1.2 The definitions in the **standard terms** will also apply to these terms.
- 1.3 If the **standard terms** and these **supplementary terms** are translated into English and there is any difference between the Chinese version and the English version, the Chinese version will apply.
- 1.4 <u>Banking hours.</u> The banking hours are from 9am to 3.30pm on a normal **business day**, and we will process any transaction made outside these hours during banking hours on the next **business day**.

2 Passbooks and transaction records

- 2.1 <u>Passbook for reference only.</u> Your passbook is for your reference only and the balance that is shown in your passbook is not necessarily the current balance of your **account**.
- 2.2 <u>Transactions without your passbook.</u> You may make deposits, withdrawals or charges to or from your **account** without using your passbook or without any entry being made in your passbook. We may consolidate (add together) transactions which are not entered in your passbook, and print only the total credit and debit amounts in your passbook when it is updated. We may send you a statement of transactions not entered in your passbook.
- 2.3 If any statement we send to you is returned or cannot be delivered, unless the law says otherwise we may stop sending you statements. This will protect your account information until you call in at one of our branches to ask us to start sending them again. Unless the laws and regulations say otherwise, if there are no transactions on your account during the month, we may not send a statement to you for that month.
- 2.4 <u>Loss of or damage to your passbook.</u> If your passbook is lost or damaged, we may issue you with a new one, as long as you pay any fees we may set from time to time.
- 2.5 Your responsibilities. You must:
 - (a) keep your passbook safe at all times;



(b) immediately tell us in writing if your passbook is lost or stolen; and



(c) update your passbook regularly.

3 Interest

Interest rates and calculating interest. We do not pay interest on deposits in 3.1 your cheque account. For demand deposit accounts, if the balance in a demand deposit account at the end of one day falls below the minimum balance requirement, we will not pay interest on the balance for that day. (The minimum balance requirements are New Taiwan dollar (NTD) demand deposit: NTD10,000; NTD demand savings deposit: NTD5,000; foreigncurrency demand deposit: United States dollar, New Zealand dollar, pounds sterling, Canadian dollar, euro, Swiss franc, Singapore dollar and Australian dollar: 100 units of the relevant currency; Hong Kong dollar, Swedish Krona, Thai Baht and South African Rand: 1,000 units of the relevant currency; Japanese yen: JPY10,000; renminbi (RMB) : CNY 500.) For time deposit accounts, the minimum amount requirements are NTD time deposit: NTD10,000; NTD time savings deposit: NTD10,000; foreigncurrency time deposit: United States dollar, New Zealand dollar, pounds sterling, Canadian dollar, euro, Swiss franc, Singapore dollar and Australian dollar: 1,000 units of the relevant currency; Hong Kong dollar, Swedish Krona, Thai Baht and South African Rand: 10,000 units of the relevant currency; Japanese yen: JPY100,000; RMB: CNY 5,000.

We will calculate interest in the following ways.

- (a) NTD (New Taiwan dollar) deposits: We will calculate interest on account balances based on 365 days per year. We will calculate interest daily on deposits in all current accounts which apply at our board interest rate. Unless we agree otherwise, we will calculate all interest according to the actual number of days since the deposit was made (that is, board rate ÷ 365 x actual number of days since deposit was made), and add this to your demand deposit account on the last business day of the month. (If the last day of the month is not a business day, we will calculate the interest until the last calendar day of the month.) For cash deposits, transfers and payments into NTD demand deposit accounts through cash machines or internet banking outside banking hours, the date on which the cash deposits, transfers and payments are made will also count towards the actual number of days since the deposit was made when calculating interest.
- (b) Foreign-currency deposits: We will calculate interest on the account balances of pounds sterling, Hong Kong dollars, Thai Baht, South African Rand or Singapore dollars based on 365 days per year. We will calculate interest on deposits made in any other currency based on 360 days per year. We will calculate interest daily on deposits in all foreign-currency current accounts which apply at our board interest rate. Unless we agree otherwise, we will calculate all interest





according to the actual number of days since the deposit was made (that is, board rate \div 365 or 360 x number of days since the deposit was made), and add this to your foreign-currency demand deposit account on the last business day of the month. (If the last day of the month is not a business day, we will calculate the interest until the last calendar day of the month.)

- 3.2 <u>Deposit insurance.</u> We belong to a deposit insurance scheme. Your deposit with us is covered by the deposit insurance (depending on the type of deposits and relevant limits as stated in the Deposit Insurance Act). The negotiable certificate of time deposit, which can be transferred, is not covered by the deposit insurance.
- 4 Charges, fees, costs and taxes
- 4.1 <u>Fees and fee schedule.</u> We are entitled to set a charge, fee or cost in connection with your account and our products and services. See the fee schedule (Annex IV) for more details.
- 4.2 <u>Minimum balance and service charges.</u> We may, from time to time, set or adjust the minimum balance for your account, as required by regulations. If you fail to keep the minimum balance required in your account, you may have to pay us a service charge that we set.
- 4.3 <u>Tax.</u> By law, we can withhold any tax you owe and you authorise us to take this amount from your account. If you are exempt from paying this tax, you are responsible for applying for the exemption and providing us with the relevant evidence.
- 5 General
- 5.1 <u>Set-off.</u> Without affecting other clauses in the standard terms or these supplementary terms (including, without limit, clause 10 of the standard terms) and as far as laws and regulations apply, we may take from your account any money you owe us for charges, fees, interest, taxes and so on if you fail to carry out any of your obligations to us or if we consider it necessary. This could include, for example, if:
 - (a) your company or organisation has gone into liquidation, has a bankruptcy petition against it or is undergoing reorganisation;
 - (b) the Taiwan Clearing House has refused your transactions;
 - (c) your business has been suspended;
 - (d) there is evidence to show that you have a poor credit status or that you are involved in illegal activities, or we have brought a suit or other action against you for other reasons; or





(e) someone files a provisional attachment, injunction or compulsory execution against you.

Taking money from your account in this way is known as 'set-off'. We will tell you beforehand (or at the time) if we are going to or we have set off money from your account but we do not need your permission to do it. We will set off funds retrospectively, that is, from the first date set-off could be claimed.

- 5.2 <u>Errors</u>. If we credit funds to your account by mistake or due to somebody else's error (for example, they give a wrong account number or the name of the account holder is incorrect), we may, once we are aware of the mistake, immediately deduct the funds from your account. We will tell you about this either before or as we take the funds. If you have used or withdrawn the funds, you must return the funds as soon as we have told you about the mistake.
- 5.3 <u>Foreign-exchange report.</u> Under the laws and regulations which apply, you will be responsible for any approval, applications, reports or declaration of currency conversions or foreign-exchange transactions. Or, as far as the law allows, you can authorise us to make any relevant declaration on your behalf. (If we make a declaration on your behalf, you agree to this and to the contents of the declaration.)
- 5.4 <u>Risk on RMB-related transactions.</u> Payments of RMB to and from Mainland China are currently restricted under the laws and regulations in Mainland China and Taiwan. You must read and agree to the supplementary terms and conditions on the RMB deposit account and the risk disclosure statement for RMB-related transactions (as Annex III). This will help you understand the terms and the risks associated with RMB-related transactions.
- 5.5 <u>Adding a new foreign-currency deposit under a foreign-currency account.</u> If you have a foreign-currency account, you agree that, when you receive a foreign-currency remittance or make a foreign-currency exchange and the funds paid to you are in a currency different from that of your existing deposits, as long as the account name and the account number on the remittance messages or foreign-exchange instructions matches that of your foreign-currency account, we may add the new foreign currency under this account and credit the funds to the account directly. You agree that we can do this without you signing any documents necessary to open an account, unless you tell us otherwise.
- 5.6 <u>Payments into your account by negotiable instruments</u>. If you make payments to your account by negotiable instruments (cheques or promissory notes) which need clearing and settlement and you instruct us to collect these negotiable instruments for you, you will agree with our decision on the quantity and the amount of the negotiable instruments. **If the negotiable instruments are stolen**,





lost or destroyed in transit, you agree that we or the paying bank may (but do not have to) do the following things on your behalf.

- (a) Register the theft, loss or destruction and stop payments of the negotiable instruments.
- (b) Apply for public summons and judgments to make the negotiable instruments invalid.
- 5.7 <u>Preparatory office account.</u> If your organisation is a preparatory office, and you fail to complete the formal corporate registration process or send the relevant licence and signature or chop to us to change the account name and relevant basic information to that of the company within six months from opening the account, we may, as we decide, close the account or change the account name from the preparatory office into an individual account under the name of a representative of the preparatory office.
- 5.8 <u>Preventing money laundering, economic sanctions and terrorist</u> <u>financing</u>. Without affecting clauses 9 and 13 of the standard terms, for the purpose of preventing money laundry, economic sanctions and terrorist financing, you agree to the following.
 - (a) If you are under economic sanctions, or you are recognized as a terrorist by a foreign government or anti-money-laundering organization, we will be entitled to end our business relationship with you and any or all of the services set out in these terms, and close your account without giving you notice.
 - (b) When we carry out regular reviews or when we consider it necessary, you must give us any information about yourself we ask for, and provide information about your beneficiaries or the person who has the right to control over your company, and tell us the nature or purpose of the transaction concerned and where the money is from. If you do not co-operate with us, we may suspend your transaction requests, or suspend or end any or all of our services to you.
- 5.9 <u>Email.</u> You agree that we can send information about transactions or other bank services stated in the agreement to you using the email address you have given us. You will have to pay any charges relating to this. Although we will put in place reasonable protection, we do not guarantee the timeliness, accuracy, soundness, reliability and security of any communication by email. You realize and accept there is a risk of the email being accessed by unauthorised third parties. We are not liable if any email is incorrect, delayed, intercepted, lost, or otherwise fails to reach you, or the contents of any email are revealed to any third party while it is being sent. For the purpose of managing risk, we may refuse to send an email to you, or we may send it to you encrypted. We are not responsible for any loss or damage arising from the email being inaccurate or incomplete,





anyone relying on the contents of the email, or if you ask us to lower the standard of encryption. If there is any difference between the information in the email and our record of the transactions it relates to, our records will be final.

- 6 Dormant accounts
- 6.1 <u>Dormant accounts.</u> Since 2014/3/10, we have not made any of our accounts dormant. We have converted original dormant accounts to normal accounts, except for those dormant accounts which were converted before 2010/11/22 and which had a balance of less than NTD 5,000. If you still have a dormant account, you should follow our simple procedures to close or reactivate it. Clause 5.1 of our standard terms does not apply to accounts in Taiwan.
- 7 Amending the agreement
- 7.1 <u>Amending the agreement.</u> In line with clause 16 (Amendment of terms and conditions) of the standard terms and any relevant regulations, we may at any time amend these terms and conditions. If we change the fee schedule, change or add the minimum balance required for accounts, change the minimum balance you can earn interest on or change the conditions for charging account management fees and the amount of those fees, we will not tell you separately but will display the changes in our offices or publish them on our official website at least 60 days beforehand (or within any other period set by relevant laws or regulations), unless we make the change in your favor. You agree to be bound by the terms of these changes from the effective date of each amendment announcement. If you disagree with any change we make, you may at any time end the agreement and close your account. If you continue to use any of your accounts after we have made the amendment, you will have agreed to the amendment.
- 8 Personal information

Despite what we say in clause 14 of the standard terms, you agree that we are entitled to do the following.

8.1 <u>Collecting, processing and using information</u>. To keep to the Personal Data Protection Law of Taiwan, we have provided you with a separate notification, called 'Notification Matters Concerning Collection, Processing, Use, and International Transmission of Personal Data' ('the notification'). You agree that we and the people named in the notification may collect, process, use and (internationally) transmit any of your personal information, as specified in the notification, in the geographical regions listed in the notification. If you are not an individual client (for example, a corporation), you also agree that we and the people named in the notification may, for the purposes set out in the notification, collect,





process, use and (internationally) transmit any non-personal information provided by you in any geographic region, by any method and for any reasonable period.

- 8.2 You agree not to enforce Article 48 of the Banking Act or any other similar laws or regulations which may be relevant to using personal information.
- 8.3 Personal information of directors, supervisors, officers and employees. You confirm that, if the information you have given us includes any personal information about anyone else (including the directors, supervisors, representatives, shareholders, officers or employees of your company or organisation), you have told that person and they have seen and agreed to the notification. If we ask, you must provide us with evidence of this. If we change any items listed in the notification, you agree that we may tell you about the changes and you will tell the people mentioned above and get their permission to the changes.
- 8.4 <u>Marketing financial products and services.</u> You agree that we may, under the notification and for the purposes of marketing financial products and services, give information about you to our members or other companies or organisations that have a business relationship with us. You may at any time cancel your permission for this by sending us notice.
- 8.5 <u>Credit information.</u> Without affecting any other clause in these terms, you also agree that, as far as relevant laws and regulations apply, we may, for the purposes mentioned in clause 8.1, apply to the Joint Credit Information Center, Small and Medium Enterprise Credit Guarantee Fund, Financial Information Service Corporation, Taiwan Clearing House, National Credit Card Center and other financial institutions, credit agencies or government agencies for information relating to you. You confirm that you have told the directors, supervisors, officers and employees of your company or organisation of the notification and they have agreed to their personal information being used in this way. If we ask, you must provide us with evidence of this.
- 9 Outsourcing
- 9.1 <u>Outsourcing.</u> Without affecting clause 7.3 of the standard terms and where allowed under the Banking Act and any other relevant law or regulation (including the Regulations Governing Internal Operating Systems and Procedures for the Outsourcing of Financial Institution Operation, as amended from time to time), we can pass or subcontract any part of our banking operations (including but not limited to administration, telecommunication, data log-in, processing, output, development, monitoring, maintaining the information system, logistics for data processing, document scanning, data input, printing, packaging and mailing, preserving forms, certificates and other data, remittances, deposits, payments, switch, credit investigation, debt collection and other





activities allowed under the laws, regulations and rulings which apply) to any other organisation (including those outside Taiwan). You agree that this right still applies if we change our name or if we restructure.

9.2 For the purpose of 9.1 above, you also agree that we may pass on relevant information about you (including the directors, supervisors, officers and employees of your company or organisation). You confirm that you have told the directors, supervisors, officers and employees of your company or organisation of the notification and they have agreed to their personal information being used in this way. If we ask, you must provide us with evidence of this.

10 Complaints

- 10.1 Under the Financial Consumer Protection Act (FCPA), we will try to solve any complaints through our internal complaint procedure. You agree that we may publish the relevant information as required by law at our business premises or on our website. You can send complaints to us by:
 - (a) ringing our service or complaint hotline numbers on 02 6606 0302; or
 - (b) emailing BusinessCareTW@dbs.com
- 10.2 If we cannot settle the dispute under our internal complaint procedure, you agree that it will be passed to the Taipei District Court in the first instance.

11 Extra terms and conditions governing time deposit accounts

- 11.1 Interest rate of time deposits. We will pay interest as follows.
 - (a) NTD (New Taiwan dollar) deposits: For all NTD time deposits, we will pay a simple interest rate at our board rate that applies at the time you make the deposit. We will pay the interest to your account, or by another method we have agreed with you, on the maturity date of the time deposit (when it becomes due for payment) or a date we agree. If we add or cancel a board rate for a large deposit or change the large amount threshold for time deposits that were made before rates were adjusted, you agree that we will pay interest at the rate that applies in line with the following rule.
 - (i) Adding a board rate for a large deposit: we will work out the interest rate on a deposit with a fixed rate by using the rate that applies on the day you make the deposit. In the case of a floating interest rate, we will work out the deposit at the general board rate.
 - (ii) Cancelling a board rate for a large deposit: we will work out the interest rate on a deposit with a fixed rate by using the rate for a large





deposit that applies on the day you make the deposit. In the case of a floating rate, the current board rate will apply.

- (iii) Changing the threshold for a large deposit: we will work out the interest rate on a deposit with a fixed rate by using the rate for a large deposit that applied on the day you make the deposit. In the case of a floating interest rate, the rate for a large deposit that applies to your original deposit amount (or general board rate if the rate for a large deposit does not apply) will apply.
- (b) Foreign-currency deposits: For all foreign-currency time deposits, we will pay a simple interest rate at our board rate that applies at the time you make the deposit, or at a rate we and you agree, and pay interest as a lump sum when the deposit matures. For OBU customers, we will pay the interest to your account or by any other method we agree on the date as agreed by us. If we charge a new board rate for large deposits, you agree that we will charge interest at the old board rate for time deposits that were made before rates were adjusted.
- 11.2 Ending time deposits early. You must not end a time deposit before its maturity date. You can end or withdraw a time deposit early if you give us seven days' notice in writing and you can then withdraw the full amount of the deposit. You cannot end a negotiable certificate of time deposit before its maturity date. For any time deposit you end early, we will pay interest at 80% of the board interest rate that would apply for the holding period of the time deposit. We will not pay interest if you end the time deposit within one month of making the deposit with us.

If you end a renewed time deposit before the maturity date under the renewed term, we will calculate the interest at the rate which applied on the date you renewed the time deposit and based on the above clause 11.2.

We will process your request to end or withdraw a time deposit early in line with relevant laws and regulations.

- 11.3 <u>Maturity of time deposits.</u> When a time deposit matures, we will credit the funds to your demand deposit **account**, unless:
 - (a) you have asked us to issue a time deposit certificate; or
 - (b) you and we have agreed to automatically renew the time deposit.

If you ask us to renew the time deposit within one month of its original maturity date, we may issue it from the original maturity date and pay the interest rate that applied on the original maturity date.

11.4 <u>Withdrawing funds after the maturity date.</u> If you withdraw funds from a time deposit after the maturity date, we will calculate the interest from the maturity





date to the date you withdraw the time deposit in line with our published interest rate for demand deposits. We will not pay interest on a negotiable certificate of time deposit after its maturity date. If it is a foreign-currency time deposit and we have not published an interest rate for demand deposits in that foreign currency, we will not pay interest.

12 Extra terms and conditions governing cheque accounts

- 12.1 <u>Definitions.</u> The following terms in this clause have the following meanings.
 - (a) **Dishonouring** a negotiable instrument (cheque, bill of exchange or promissory note) means we refuse to pay it and will return it to the holder, together with our reasons, in writing, for **dishonouring** it.
 - (b) **Redemption by payment** means the amount you pay to cover any debt you owe in relation to a negotiable instrument a bank has refused to pay because, for example:
 - (i) there are not enough funds in your account;
 - (ii) you have given an incorrect signature or chop;
 - (iii) you have used a financial institution as a paying agent of a promissory note without their permission; or
 - (iv) you have counter-banded (withdrawn) a request for payment before the last date the promissory note can be presented.

Once you have paid the above debt in full, we will return the rejected negotiable instrument, and the certificate setting out the reason (or reasons) why it was rejected, to you.

- (c) **Deposit for payment** means the amount you pay into financial institutions after a cheque has been dishonoured due to you not having enough funds in your **account**.
- (d) **Payment under re-presentation (of a dishonoured cheque)** means payment made from either the relevant cheque **account** or other **accounts**, once a dishonoured cheque has been re-presented.
- (e) **Record** means any **record** made by the Taiwan Clearing House about your suitability for credit, including any instances of dishonoured cheques or promissory notes, **redemption by payment**, and other facts. The Clearing House uses these **records** when answering public inquiries.
- (f) **Withdrawing from being your paying agent** means we will no longer pay promissory notes from your cheque **account**.



(g) **Rejecting your account** means refusal by a financial institution to handle



transactions through a cheque **account** where the cheque **account** holder has a significantly bad **record** which has deteriorated

- 12.2 <u>Signature and chop specimen.</u> When opening a cheque **account**, you will fill in a signature and chop specimen card and an **account** application form. We will check your credit history with the Taiwan Clearing House and, if we are satisfied with the results of these inquiries, we will send you blank cheques. You must tell us in writing immediately if any of the information contained in the signature and chop specimen card changes. If you want to change your signature or chop specimen, you must fill in a new signature and chop specimen card.
- 12.3 <u>Telling us about changes.</u> If we discover you have not told us about any change to your name or legal representative in line with clause 12.2 above, we may ask you to make the relevant changes. Without affecting other clauses in the standard terms and these supplementary terms (including, without limit, clause 9.2 of the standard terms), if you do not make the change within one month of us asking you to, we may close your cheque account.
- 12.4 <u>Receiving cheques and promissory notes.</u> If you have used all of the cheques in your chequebook and all your blank promissory notes, you may apply for a new chequebook and promissory notes. When you apply, you must attach your signature and chop, as registered with us, to the form and we will check and verify the number of the chequebooks, blank cheques and promissory notes. We may not provide you with chequebooks and blank promissory notes if:
 - (a) any of your cheques have previously been dishonoured due to you not having enough funds in your account, or frequent redemption by payment, deposit for payment or payment under re-presentation after your cheque has been dishonoured; or
 - (b) there are other unusual or abnormal situations surrounding your use of cheques.

If we refuse to give you cheques or promissory notes, we will give you our reasons in writing. If you do not agree with our refusal, you can object to our decision in writing.

If any of your deposit accounts with us has been attached by court or the relevant orders, we may stop providing you with chequebooks or promissory notes, except when you have made a deposit for payment for the amount of the attachment.

12.5 <u>Using cheques and promissory notes.</u> When using cheques or promissory notes, you must do the following.



(a) You must use the cheques or promissory notes in the correct, numbered order.



You must not use cheques or promissory notes for one specific **account** (for example, **account** A) for another **account** (for example, **account** B).

- (b) If a cheque or promissory note does not state the payee's name, we may ask the holder to sign or place a chop on the back of it so that we can pay it.
- (c) If you issued a cheque or promissory note with the name of the payee on it, the payee must sign or place a chop on the back of cheque or note so that we can pay it. If the payee has transferred the cheque or note by signing the back of it, the holder must also sign or place a chop on the back. We will not be responsible for the authenticity of the signature or for deciding whether the holder of the cheque or note is the genuine holder.

Unless we say otherwise, you must use cheques in the form provided by us and place on the cheque its chop as registered with us and, if an agent has been appointed, the chop of its agent as registered with us.

- 12.6 <u>Paying instruments.</u> We will decide the order in which these are paid, regardless of the date they are issued, expire, or are presented.
- 12.7 <u>Suspending payments, and forgery or alteration.</u> We may refuse to pay, or we may postpone paying, any cheque or promissory note you have issued if it does not meet requirements or we have any doubts about it. We will not be responsible for any losses you may face if your signature or chop registered with us is altered or forged and we could not have known this.
- 12.8 <u>Record</u>. Within three years from the day after we dishonour a cheque issued by you or a promissory note for which we would act as paying agent, you can ask us to ask the Taiwan Clearing House to make a **record** if there has been any **redemption by payment**, **deposit for payment**, **payment under representation** or any other matter relating to checking your credit status.
- 12.9 <u>Account rejection</u>. If a cheque or promissory note drawn on any of your cheque accounts with all financial institutions is dishonoured no less than three times within one year, for any of the reasons in the list below, and there has been no redemption by payment, deposit for payment or payment under re-presentation, or if a final and irreversible criminal judgment has been issued on you for using cheques illegally, we may reject your account for up to three years from the date the Taiwan Clearing House tells us about your situation.
 - (a) You do not have enough funds in your account.
 - (b) You have not given your signature or chop correctly.
 - (c) You have used a financial institution to pay a promissory note without getting their permission beforehand.





The records for each item in the above paragraph will be calculated as one single incident, not combined incidents.

If your account has been rejected or we end our cheque account agreement with you for other reasons, you must accept this and return any unused blank cheques and promissory notes to us within one month. If you do not do this, you agree that we may, according to the number of cheques or promissory notes you have not returned, deduct a handling fee for dishonouring cheques or promissory notes.

- 12.10 <u>Opening a new cheque **account**</u>. While your **account** (or **accounts**) has been **account** rejected, we may allow you to open a new **account** with us in one of the following situations.
 - (a) The period your **account** is rejected for has come to an end.
 - (b) **Redemption by payment**, **deposit for payment** or **payment under representation** has been made for all dishonoured cheques that caused your **account** to be rejected, and any other cheques dishonoured after that time.
- 12.11 <u>Temporarily reopening your account during company reorganisation</u>. If a court has approved the reorganisation of your company or organisation, you may ask us to ask the Taiwan Clearing House to record this reorganisation before the period your **account** is rejected for has come to an end, and we may temporarily reopen your **account**. If any of your company's or organisation's cheques is dishonoured between temporarily reopening the **account** and the original end date of the period your **account** was rejected for, we may reject your **account** for up to three years from the date the Taiwan Clearing House tells us this has happened.
- 12.12 <u>Overdraft.</u> Unless we have agreed an overdraft limit with you, your cheques will be dishonoured if you do not have enough funds in your account. When we ask you, you must immediately repay us the amount of the dishonoured cheque and any interest that has built up, according to your overdraft agreement.
- 12.13 <u>Handling fee.</u> We may charge you a handling fee for dishonouring a cheque or promissory note you have issued when you did not have enough funds in your account. This handling fee will not be more than 150% of the handling fee the Taiwan Clearing House charges us. If the situation described in clause 12.13 occurs, you agree to pay us any penalties, costs and handling fees and so on that you and we agree on, and we may deduct this amount from your account or demand you to pay it.
- 12.14 <u>Paying agent.</u> When you issue a promissory note which shows us as the paying agent, we will honour the promissory note with the money from your **account** with us. When a promissory note you issue is dishonoured because you have not got enough funds in your **account** or you have not signed the note or placed





the chop properly, we will record this together with the **record** of dishonoured cheques.

If a holder presents the promissory note for payment after the last date it can be presented, but no later than three years from the date it matures (or from the date of issue, in the case of a promissory note which will be repaid when it is presented for payment) and you do not cancel the payment and there is nothing preventing us from making payment, we may make the payment.

12.15 <u>Withdrawing from being your paying agent.</u> If you have cheque accounts with other banks and have issued a promissory note but you have withdrawn your request for payment before the end of the presentation period, and you have had three notes dishonoured within a year and there has been no redemption by payment, deposit for payment or payment under re-presentation, we may stop being your paying agent for three years from the date the Taiwan Clearing House tells us about the situation. We may ask you to return any remaining unused blank notes.

If we stop acting as your paying agent, you must return any remaining unused blank notes within one month after we have told you we are no longer your paying agent.

- 12.16 **Dishonouring** a promissory note or bill. If we have any doubt about the date or amount of a promissory note you have issued or a bill of exchange you have accepted, we may dishonour the promissory note or bill of exchange.
- 12.17 <u>Credit record.</u> Without affecting any of the other clauses in these terms, you also agree that the Taiwan Clearing House acts as the centre for collecting and compiling records of dishonoured cheques and promissory notes and rejected accounts. You also agree that the Clearing House can make records of dishonoured cheques and notes, rejected accounts and other credit information available to other people.

13 Extra terms and conditions governing offshore banking unit accounts

- 13.1 <u>Deposits in foreign currency.</u> You may open a demand deposit **account** or a time deposit **account** with our Offshore Banking Unit. You are not allowed to withdraw cash from these accounts or exchange NTD, but you can transfer funds to and from other banks.
- 13.2 <u>No deposit insurance.</u> Your deposits in the accounts you have with our Offshore Banking Unit are not insured under the cover provided by the Central Deposit Insurance Corporation.

14 Keeping to tax requirements

14.1 <u>Revealing information.</u> As well as (and without affecting) the 'Notification of collection, processing, utilization and international transmission of personal data'





as provided by us and agreed by you, you authorise us, our staff and any other person who has access to our records, registers or any correspondence or material to reveal all the information we have about you, if this is necessary by law. (This includes laws imposing any reporting or withholding obligations on us, such as the United States Foreign Account Tax Compliance Act as may be amended or replaced.) This information may be passed to:

(a) our parent company, any of our branches, representative offices, related companies, subsidiaries, agencies, service providers and their agents, any other person or any of our other offices, wherever they are based;

(b) any government, semi-government, regulatory, financial, monetary or other authority, agency body or person, whether in Taiwan, Singapore or elsewhere; and

(c) any person or organisation we are under a duty to reveal, or we consider in good faith and in our interest to reveal, information to.

You must give us written permission (or any other necessary document) from the holder of the personal information before we can reveal their personal information to anyone mentioned in this clause 14.1. (This applies to corporate clients only.)

14.2 <u>Telling us about a change in circumstances.</u> You must promptly tell us in writing about any change to:

(a) your details, circumstances, status (including any change in citizenship), residence, tax residency, address on record, phone and fax numbers and email addresses; and
(b) your constitution, shareholders, partners, directors or company secretary, or the nature of your business.

- 14.3 <u>Co-operating with enquiries.</u> You must co-operate fully with any enquiry that we may make so that we can keep to any laws or regulations such as the United States Foreign Account Tax Compliance Act (as may be amended or replaced) and any other reporting or withholding requirements of any government. You must give us all relevant information, details or documents we may need so that we can do this.
- 14.4 <u>Right to withhold payments.</u> Any amount that we may be due to pay you will be governed by all laws or regulations which may apply, including any withholding tax requirement, foreign exchange restriction or control. We can withhold any amount to keep to these laws or keep the money until we have decided whether we need to withhold it as a tax requirement, foreign exchange restriction or control. We will not be legally responsible for any losses you may suffer as a result of this.
- 14.5 <u>Indemnifying us.</u> If you fail to or refuse to carry out any of your obligations under these terms, you agree to indemnify us against (protect us from) any expenses, losses, damage, penalties, withholding or other relevant taxes or other related fees due to your failure to keep to relevant laws and regulations (including the United States Foreign Account Tax Compliance Act as may be amended or replaced).
- 14.6 <u>Closing your account.</u> If you do not agree to the terms shown here, or later withdraw your permission, ask us to stop collecting, processing, using or internationally transmitting personal information necessary for us to keep to relevant tax, reporting or





withholding requirements or fail to keep to the terms shown here, we can close your account at any time (to the extent we are allowed by law).

14.7 <u>Inconsistent terms.</u> If there is any difference between the terms shown here and any other terms governing the relevant product or service, these terms will apply.







Annex I

TERMS AND CONDITIONS FOR PHONE BANKING SERVICE Version Date: January 1st, 2023

1. You, who applies "Phone Banking Service" (the "Service") with DBS Bank Ltd., Taipei Branch ("We"), hereby agree to the terms and conditions as set forth below. For the matters not covered by the Terms and Conditions herein, relative clauses in the General Terms and Conditions Governing Account and Electronic Banking Services Terms and Conditions shall apply.

After we accept the application of the Service filed by you, we will grant you an initial password for using the Service. Thereafter, you may follow the procedure applicable under the Service to change the password over the phone. The Service allows you to change the password over the phone and provides other services provided by us.

- 2. Service: you, through the Phone voice system, may log into our Phone Banking Service and connect to our customer service specialists for providing relative services, after correctly entering the then effective "Phone Banking" password by phone.
- 3. Password :
 - (a) You shall strictly keep confidential the password for the Service and shall not let any third party know or use such password. You shall be solely liable for any risks and liabilities arising from breach of the aforementioned obligations and shall indemnify us for any of our damages or loss therefrom.
 - (b) We may, at its sole discretion, determine whether the instruction with the correct password is actually made by you. We may execute such instruction and shall have no responsibility to further verify whether the password is actually entered by you. We shall not be liable to you for any damages or loss caused by fraudulent or unauthorized use of the password entered by any other person.
 - (c) If you become aware of any possible or actual unauthorized use of password, you shall immediately notify and register such event with us and apply to us for cessation of the Service; provided, however, that for any use of the Service by a third party that has taken effect prior to our receipt of the foregoing notification, you shall not assert against us that such use of password is not conducted or authorized by you in the absence of our wilful misconduct or gross negligence.
 - (d) In order to protect the right and interest of yours, if the password entered is inaccurate for consecutive three times, our computer system will immediately and automatically suspend you from using the Service. You may apply to reset the password and to continue using the Service by following the procedure prescribed by us.
- 4. If we add or modify service items, operating procedures of the Service or ceases to provide the Service, we may post it on our premises or website and is not required to notify, or obtain the consent from you. You may use the added new services without executing another copy of the Terms and Conditions herein or any other document.



- 5. You declare and confirm that you have undergone internal process to legally authorize the authorized person through phone banking to apply for banking services and products, conduct various transactions, make instructions and confirmations, inquire about and receive all your transaction records and information of all accounts with us. You agree that if the password entered by the authorized person is correct, it shall be deemed that the authorized person has been legally authorized by you to use the Service on your behalf.
- 6. We shall not be responsible for any losses to you caused by our failure to provide the Service due to force majeure or any cause not attributable to us (including computer breakdown, connection interruption or third parties' action or carelessness).
- 7. If you desire to terminate the Service, he/she/it shall apply for the termination by following the operating procedures prescribed by us. If We deem that you have any illegal or improper use of the Service or the Service would be used by third parties illegally, We may at any time terminate the Service without any notification to you.
- 8. You agree that We may record any oral and phone conversation between you and us. We may, in its sole discretion, decide the time period for keeping such record and may use such record as evidence for any matters related to the Services.
- 9. These Terms and Conditions herein are in both Chinese and English. In the event of any conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.



Annex II

AUTHORIZATION AND INDEMNITY FOR FACSIMILE INSTRUCTIONS Version Date: July 1st, 2019

Important Notes :

- 1. You acknowledge and agree that, in connection with any facsimile instruction, we may further effect a telephone call back to any of the authorized persons designated as indicated in "Authorised person of facsimile instructions". If the basic information of the above person and the trading information of the facsimile instruction have been verified by us, you need not to deliver the original of the facsimile instruction to us, unless we require the original based on risk control and management purposes. If we make such a call back, each of the authorized persons designated as above is authorized to confirm such facsimile instruction. We may record any oral and phone conversation of such telephone confirmations mentioned above. You agree that we may, in its sole discretion, decide the retention period of such tape recording and any such tape recording should be admitted as evidence in any legal proceedings. If we cannot contact the above person, we shall still have sole discretion to decide whether it will proceed with the transaction in accordance with the facsimile instruction without a telephone confirmation.
- 2. You acknowledge and agree that we may fully reply on the authority of the persons designated by you as listed above. You shall be sole responsible for the integrity and correctness of such contact information and shall assume all responsibility for any losses and consequences arising from any incorrect or change of such contact information without timely notification to us thereof.
- 3. You represent and acknowledge that you have informed the above Authorized Persons, and they have read through the "Notification Matters regarding Collection, Process, and Use of Personal Data" as posted on our website .
- 4. You should carefully consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimile instructions may be forged or misused easier than on the non-facsimile instructions. The instructions given by facsimile may be released to wrong, persons, may never reach us and may become known to third parties thus losing their confidential nature because of entering into wrong facsimile numbers or connection failure. Except in cases of our gross negligence or wilful misconduct, we accept no liability for the occurrence of any such circumstances or for any action, claim, loss, damage or cost arising or incurred by you as a result of or in connection with any such circumstances or the giving of any such instructions by facsimile. You are and continue to be solely responsible for making your own independent appraisal and assessment of any possible risks in relation to the giving of any such facsimile instructions. Accordingly, you should not authorize us to accept instructions by facsimile unless you are prepared to undertake such risks and have satisfied you in all respects with regard to such authorization.



Terms and Conditions for Facsimile Instruction

In consideration of DBS Bank Ltd., Taipei Branch ("We") agreeing to consider accepting facsimile instructions, you hereby agree and undertake follows:

- Transactions and dealings effected by using facsimile instructions are subject to the Terms and Conditions contained herein. All other terms and conditions governing the relevant accounts, transactions, services, products, information, etc. shall continue to apply but where there is discrepancy, these Terms and Conditions for Facsimile Instruction (this "T&C") shall prevail.
- 2. You agree that, in the event that any instruction is made through facsimile, the facsimile itself shall be the only evidence admissible with respect to the substance and authority of such instruction. You should not present the original document and claim against us based on the fact that the content or the signature/chop specimen of the original document is cut and pasted or changed by an unauthorized third party; provided that we shall examine the facsimile with reasonable care.
- 3. You agree and authorize that We may fully rely on the trueness, correctness and genuineness of the contents and the signatures appearing on the facsimile instruction. You also agree that, to the maximum extent permitted by applicable laws and regulations, we shall assume no liability for any action taken in accordance with your facsimile instructions. We are under no obligation to accept the facsimile instructions, and may at its sole discretion refrain from acting without notice to you if it believes in good faith that any question exists concerning the authenticity of any such instructions or the content or meaning thereof, and we shall assume no liability for such decision.
- 4. We shall exercise reasonable care to verify the signatures/chops appearing on the facsimile instruction in accordance with the authorized signature/chop specimens. Any transaction processed by us pursuant to the facsimile instructions shall be binding upon you whether made with or without your authority, knowledge or consent. You assume all risks that the use of a counterfeit chop or a forged signature may remain undetected due to a change of size or other distortion or lack clarity in the facsimile transmission process. In the event that the facsimile lacks clarity or hard to identify, You agree that we may refuse to execute the instruction before receiving another clear facsimile instruction which content and the chop or signature thereon are identifiable from you.
- 5. You shall have the responsibility to make subsequent telephone calls to us to notify the transmission, and to confirm our receipt of the facsimile instructions. We shall be entitled, but not obliged, to act or not to act upon any such instructions in respect of which no such subsequent telephone calls are made. In no event shall we be responsible for the non-receipt of any such instructions.
- 6. We shall be entitled (but not obliged) to require that written or phone confirmation of all instructions sent by facsimile be given by you within such period of time as it may specify. However, we shall be at liberty to execute such instructions without, or prior to the receipt of, such written or phone confirmation. We may refuse to execute the instruction before receiving the confirmation from you if we have requested you to confirm the instruction.



- 7. You agree that we are not liable for the delay, omission, or failure to be received of transmission of the facsimile or failure to complete transaction due to force majeure or causes not attributable to us (including disconnection of communication, power failure, system jam, etc.)
- 8. You shall be solely responsible for all risks to confidentiality with respect to the information contained in the facsimile arising from such transmission. We shall, to the maximum extent permitted by applicable laws and regulations, not be liable for whatsoever reasons for any disclosure of such information in the process of such transmission.
- 9. You agree that we may designate specific business hours for facsimile instructions. We are entitled (but not obligated) to effect or to refuse the facsimile instructions not delivered to us within the designated business hours, and is not liable for any losses incurred therefrom. If any transaction requires the original of such instruction in writing, we may not execute the transaction until its receipt of the original within the designated time by us.
- 10. Either of you and we may terminate this T&C in writing at any time, and the termination will be effective on next business day after our receipt of such termination notice. You undertake to keep us indemnified at all times against and to save us harmless from, all actions, proceedings, claims, loss damage, costs and expenses which may be brought against us or suffered or incurred by us and which shall have arisen either directly or indirectly out of or in connection with our accepting such instructions and acting thereon on or prior to such termination notice.
- 11. To the maximum extent permitted by applicable laws and regulations, we shall not be liable for any loss or damages suffered or sustained by you arising out of unauthorized facsimile instructions and/or fraudulent signature in the facsimile instructions in the absence of our wilful misconduct or gross negligence.
- 12. You agree and undertake that the facsimile instruction is of full force and effect as if it were the original. You agree that We reserve the right (but shall not be obligated) to require you to send the original of the facsimile instruction to us within a period required by us for further internal confirmation and verification. Provided that the original of the facsimile instruction is lost during the delivery process to us, you agree to provide us with a new original thereof and report the lost original, countermand payment and apply for replacement of the original under and pursuant to all applicable laws and regulations. In any event, we are entitled to follow the facsimile instruction irrespective of whether we will subsequently receive the original thereof. If there is any discrepancy between the facsimile instruction and its original, we are entitled to treat the facsimile instruction as conclusive and You shall not dispute the validity of the facsimile instruction.
- 13. This T&C is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.



Annex III

SUPPLEMENTAL TERMS AND CONDITIONS FOR RENMINBI BUSINESS AND RISK DISCLOSURE STATEMENT Version Date: July 1st, 2019

The Customer ("You") establishing the Renminbi ("RMB") business with DBS Bank Ltd., Taipei Branch (including its Offshore Banking Unit ("OBU")) ("We"), in additional to your compliance with the General Terms and Conditions Governing Account and other agreement executed by and with us, hereby agrees as follows :

I. General Provisions

- 1. The Supplemental Terms and Conditions for Renminbi business ("Supplemental Terms and Conditions") herein shall govern the RMB Savings Account ("RMB account") (including the time deposit account and demand deposit account), outward remittance, inward remittance ("remittances") and other RMB business (excluding financial derivatives transactions). The Supplemental Terms and Conditions shall be read together with other agreements between you and us, including but not limited to the General Terms and Conditions Governing Account, terms and conditions governing trade and credit facility documentation and other terms and conditions of our business and banking service. In case of any inconsistency between other agreements for RMB business and the Supplemental Terms and Conditions thereof, the Supplemental Terms and Conditions shall prevail.
- 2. You acknowledge and agrees that the RMB services and products provided by us are subject to applicable laws, regulations, guidance, restrictions, instructions, orders, and administrative directions issued or implemented by the judiciary, government, relevant competent authorities, agents or other institutes and are subject to the relevant clearing and settlement agreements and its revisions or amendments between us and the clearing bank, settlement bank, or agent bank at any time and from time to time. We shall be entitled to request relevant trading documents or other evidencing documents. If there is any amendment to local laws or regulations in respect of the applicable requirements for RMB transactions in the Mainland Area and Taiwan Area, the amended laws and regulations shall govern.
- 3. You and your responsible persons shall, and shall cause any third parties concerning the transactions of RMB business to, agree that we will take all actions to comply with the regulations and agreements of the relevant authorities, clearing and settlement bank, and any other regulatory authority, including but not limited to providing the personal information, trading document or other evidencing documents of yours, its responsible persons and third parties to the clearing and settlement bank, and any other regulatory authority; sending the detail of your RMB transactions to monetary regulators in Mainland Area. You and your responsible persons agree that the Rule of RMB Clearing Account of the clearing bank, agreements between us and the clearing bank and any



documentation signed by you and us, including but not limited to the Notification and Terms and Conditions to Collect, Process and Use of Personal Information.

- 4. You agree that we are entitled to decide to accept your instructions or transaction requests, and it may refuse, return or cancel your transaction instructions, or to reverse the partial or full amount of deposit/ remittance in respect of RMB on the basis of any of the following reasons: (1) We are to comply the prevailing laws, regulations, guidance, restrictions, instructions, orders, and administrative directions; (2) the clearing bank, settlement bank, remitting bank or agent bank requests to cancel or return the remittance, or to return the inward remittance from you; (3) the clearing bank, settlement bank, beneficiary bank or agent bank does not, or reject to accept your instruction of RMB outward remittance; (4) You do not, or reject to provide the relevant trade, transaction instruction and/or transaction document requested by us; (5) the transaction as requested exceeds our limit on RMB purchase or exchange agreed by the clearing bank, settlement bank, remitting bank or agent bank; (6) You commit in major violation of the Regulations Governing Foreign Exchange Business of Banking Enterprises or other applicable law, regulations, guidance, restrictions, instructions or administrative directions.
- 5. You confirm that the documents and information delivered to us are true, complete and accurate. We can trust the accuracy and authenticity of the content of the aforementioned documents and process the related transaction without further confirmation.
- 6. We shall not be liable for the loss of the value of RMB-denominated funds due to the unavailability of RMB funds or settlement, restrictions on convertibility or withdrawal, involuntary transfers, or attachment, which results from taxation, devaluation of exchange rate, any regulations or governmental actions (including nationalization of us or implementation of foreign exchange control), any actions by the authorities, whether de jure or de facto, the power of government, military or police employed by any others, acts of war, strike, system malfunction, suspension or termination of service provided by clearing or settlement bank, or other similar causes beyond our control, in which circumstances, to the maximum extent permitted by law, we shall not be responsible for.
- 7. You agree to keep us indemnified at all times against and to save us harmless from all loss, damage, costs and expenses which may be suffered or incurred by us as a result of related actions, proceedings, claims and which shall have arisen either directly or indirectly out of or in connection with our opening, maintaining or closing RMB accounts or accepting your transaction instructions.
- 8. You agree that, when closing the RMB account, we may convert the outstanding money in RMB into any other freely convertible currency at the exchange rate solely determined by us and returns the net amount applied against the sums due from you and toward the payment of the liabilities (if any) of yours.
- 9. You agree to comply with applicable laws and regulations prescribed by the Mainland Area and Taiwan Area, and our other requirements in respect of antimoney laundering and counter terrorist financing. We shall have the right to close your RMB accounts and terminate the services in connection with RMB at any time and from time to time upon notice to you if you shall have violated any provision thereunder, any representation and declaration, or any relevant regulation and requirement in the Mainland Area and Taiwan Area.



- 10. This Supplemental Terms and Conditions shall be governed and construed by the laws of Republic of China (Taiwan). The parties hereto agree to submit the jurisdiction to the Taiwan Taipei District Court for the first instance on any legal action derived thereof, unless the exclusive jurisdiction is otherwise provided by law.
- 11. This Supplemental Terms and Conditions is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.
- II. Special Provisions for Deposits
- 1. We may accept the banknotes in RMB or other currency at our prevailing exchange rate, to be deposited into any RMB Account, provided however that RMB banknotes are not acceptable to be deposited into the RMB accounts opened with the OBU. Fund remittances in respect of RMB, or other currency deposits at our prevailing exchange rate are accepted for deposit into any RMB Account.
- 2. You are permitted to withdraw the banknotes in RMB or other currency at our prevailing exchange rate from any RMB account, provided however that RMB banknotes are not acceptable to be withdrawn from the RMB accounts opened with the OBU, or to convert RMB into another currency deposit or remit funds to the accounts opened with other banks. RMB outward remittance into the Mainland Area shall be strictly limited to the cross-border trade transactions and direct investments settled by RMB.
- 3. You shall comply with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions prescribed by the Central Bank of the Republic of China (Taiwan), when you enters into the RMB exchange transactions as provided in the aforesaid Paragraph 1 and 2. If the RMB exchange is related to cross-border trade transactions and direct investments, you shall provide relevant transaction documents for the actual RMB receipts and disbursements.
- III. Special Provisions for Remittances
- Outward remittances: We shall process the request of RMB outward remittances in accordance with your instructions only if the transaction request meets the Supplemental Terms and Conditions and other terms and conditions in respect of outward remittances (including the General Terms and Conditions Governing Account and Terms and Conditions Governing Foreign Currency Outward Remittances. The instructions must comply with the following requirements:
 - (1) All RMB remittance funds are from your RMB account.
 - (2) The RMB account is allowed to process outward remittances for the crossborder trade transactions and direct investments with the Mainland Area settled by RMB, or other transactions permitted by relevant authorities and any other regulatory authorities.
- 2. Inward remittances: We shall process the request of RMB inward remittances in accordance with your instructions. The instructions must comply with the following requirements:



- (1) All RMB remittance funds are to your RMB account.
- (2) The RMB account is allowed to accept inward remittances from the crossborder trade transactions and direct investments with Mainland Area settled by RMB.
- 3. If the RMB funds collection, deposit or transfer is restricted, suspended or prohibited by the judiciary, government, relevant authorities, agents or other institutes, we shall not be liable for the following until we have received such remittance or returned remittance:
 - (1) any payment in RMB or other currency credited to you (applicable to inward remittance) or the beneficiary (applicable to outward remittance);
 - (2) the return of RMB outward remittance to your RMB account.
- IV. Special Provisions for Cross-border Goods Trade Transactions, Service Trade Transactions and Direct Investments
- 1. You agree that when conducting cross-border trade transactions and direct investments, he/ she shall comply with the regulations and requirements in the Mainland Area. You hereby acknowledge that the transactions and remittances may be restricted, suspended or prohibited if the regulations and requirements in the Mainland Area are not met.
- 2. You shall confirm that the trading scope when entering into the transactions related to cross-border goods trading, and you have complied with the restrictions of 1 and 2 below.
 - (1) Either the export and import country of the goods shall be the Mainland Area; or either the buyer or seller shall be located in the Mainland Area and the flow of funds is from or into the Mainland Area and the trade types include the following (i) or (ii) :
 - (i) Either the export and import country of the goods is the Mainland Area, in which case the seller and buyer need not located in the Mainland Area; or
 - (ii) either the buyer or the seller is located in the Mainland Area and the flow of funds is from or into the Mainland Area, including the case that the seller or the buyer and the flow of funds involve the Mainland Area but the export or import country of the goods is not the Mainland Area.
 - (2) The payments for the exported or imported goods in the Mainland Area or prepayments for the goods that have not exported or imported (including processing trades or merchanting trades), in which circumstances settled or cleared in RMB or paid against documentary credits in RMB.
 - (3) The payment of goods must be made in RMB. However, it's not mandatory for the related transactional documents to be denominated in RMB.
- 3. You agree that it shall provide the true, complete and accurate documents of the actual RMB receipts and disbursements to us for verification if you will enter into cross-border trade transactions.
- 4. You shall confirm that the transactions related to cross-border services trading are subject to the restrictions below:
 - (1) The incomes from the services provided to the Mainland Area or the expenses spent for the services provided in the Mainland Area that were settled, remitted or paid in RMB.



- (2) The incomes or expenses must be made in RMB. However, it's not mandatory for the related transactional documents to be denominated in RMB.
- 5. You shall confirm that the transactions related to direct investments are subject to the restrictions below:
 - (1) The remittance amount relating to capital investment or return of capital investment in and from the Mainland Area that was settled, remitted or paid in RMB.
 - (2) Requirements under Point 26 and Appendix 10 of Directions for Banking Enterprises on Assisting Customers to Declare Foreign Exchange Receipts and Disbursements or Transactions shall be complied with.
- 6. You shall comply with the Regulations Governing Foreign Exchange Business of Banking Enterprises, the Directions Governing Banking Enterprises for Operating Foreign Exchange Business, the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions and other regulations prescribed by the Central Bank of the Republic of China, when You enter into the transactions involving cross-border trading and direct investments.
- V. Risk Disclosure Statement Regarding RMB Transactions

In consideration of the restrictions of applicable local laws and regulations issued by the Government of the People's Republic of China governing inward and outward remittances of RMB from or into the Mainland Area, please note that you may face the following potential risks when entering into RMB transactions ("Risk Disclosure Statement"):

- 1. You acknowledge that, due to the changes of applicable laws and regulations, the RMB-denominated assets or debts held by you would have to be paid or settled in another currency. Due to the changes of applicable laws and regulations, the RMB-denominated assets or debts held by you or the payment obligations arising from relevant transactions would be affected by the supply and demand of RMB funds in the money market or the clearing and settlement of RMB in connection with relevant transactions. Although us will act actively and use its best efforts to seek other approaches and solutions for the subsequent matters of any ongoing RMB transaction previously handled by us, it is still possible that we may need to use, if necessary, another currency to replace RMB in accordance with the then prevailing market exchange rate.
- 2. You should fully understand that inward and outward remittances of RMB from or into the Mainland Area will be subject to the restrictions of applicable local laws and regulations: If the requirements stipulated by applicable local laws and regulations in the Mainland Area are not met, such person will not be allowed to remit RMB funds freely into or from the Mainland Area. If you remit RMB funds into the Mainland Area but such remittance cannot be completed due to the aforementioned reason, we will assist you in the return of such remitted RMB funds, provided that you will be responsible for the postal/cable charges and other fees or expenses charged by foreign banks, and such fees and expenses



will be deducted directly from the remittance amount. Please also note that local laws and regulations in the Mainland Area could change at any time and from time to time.

- 3. You should fully understand that RMB may be affected by fluctuations of the exchange rates, resulting in the transaction risks and valuation losses. In consideration of the various factors that may have impacts on the markets, which will lead to the possible significant fluctuations in the exchange rates, when you enter into a RMB-related transaction, you may suffer transaction risks or valuation losses resulting from unstable market conditions or the occurrence of special events. Therefore, before entering into such transaction, you should consider its financial conditions and the ability to bear the risks and should fully understand the finance, accounting and tax issues and relevant laws and risks involved in such transaction. You hereby acknowledge that it has understood the above risks and agrees to bear the potential transaction risks and losses that may be incurred in connection with relevant transactions.
- 4. You hereby agree that we are entitled to refuse to accept your instructions in connection with relevant transactions of RMB business, remittance of RMB funds to the Mainland Area or the cross-border trading and direct investments if we discover any untruthful or false transaction which is in a severe violation of the Regulations Governing Foreign Exchange Business of Banking Enterprises or other applicable laws or regulations.
- 5. You agree that when conducting cross-border trade transactions or direct investments, You shall comply with applicable laws and regulations and requirements in the Mainland Area. You hereby acknowledge that the transactions and remittances may be restricted, suspended or prohibited if you fail to comply with the applicable laws and regulations or requirements in the Mainland Area.
- 6. This Risk Disclosure Statement is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.



Annex IV

TERMS AND CONDITIONS FOR CORPORATE CUSTOMER E-STATEMENT SERVICE

Version Date: May 31st, 2024

You hereby confirm and declare that prior to applying to DBS Bank Ltd., Taipei Branch (hereinafter referred to as "We") for the "Corporate Customer E-Statement" Service (hereinafter referred to as the "e-Statement"), you have thoroughly read and understood within the reasonable period and are willing to comply with the Terms and Conditions for Corporate Customer e-Statement (hereinafter referred to as the "Terms and Conditions"). Any matters not provided herein shall be governed by the terms and conditions relating to accounts (including, but not limited to the General Terms and Conditions Governing Account and subsequent amendments, additions and/or changes made thereafter) and Electronic Banking Services Terms and Conditions:

- 1. You may apply for e-Statement service with us in such manner as agreed by us. With our consent to the application, we will regularly send the bank statement or service-related notification by electronic means to the e-mail address specified by you. You understand and agree that upon successful application for the e-Statement with us, e-Statements will take the place of the physical bank statements (hereinafter referred to as the "physical statement") delivery service of the corporate customer and e-Statement will be sent to you on the statement delivery day in the next month from the date of completion of the application procedures. You also agree that the e-Statement has the same effect as the physical statement and cannot claim that e-Statements are ineffective as they do not have the requirements for written forms, nor that we do not fulfil our obligation to send bank statements or service-related notifications.
- 2. Where you apply for termination of the e-Statement service with us, we will stop sending e-Statements to you on the statement delivery day in the next month from the date of completion of the procedures for termination. Where we shall send physical statements to you according to the laws and regulations or contract, we will begin to send physical statements to you on the statement delivery day in the next month instead. Where you apply with us for customer profile or any other changes, causing deleting the specified e-mail address to receive the e-Statement, you shall be deemed to have applied for termination of the e-Statement service with us. We will stop sending e-Statement to you on the statement delivery day in the next month. Where we shall send physical statements to you according to the laws and regulations or contract, we will begin to send physical statements to you on the statement delivery day in the next month. Where we shall send physical statements to you according to the laws and regulations or contract, we will begin to send physical statements to you on the statement to you according to the laws and regulations or contract, we will begin to send physical statements to you on the statements to you according to the laws and regulations or contract, we will begin to send physical statements to you on the statement delivery day in the next month instead.
- 3. When applying for an e-Statement with us, you shall ensure that the specified email address is working, valid, and available for us to send e-Statements or servicerelated notifications to the specified e-mail address. You shall promptly notify us of

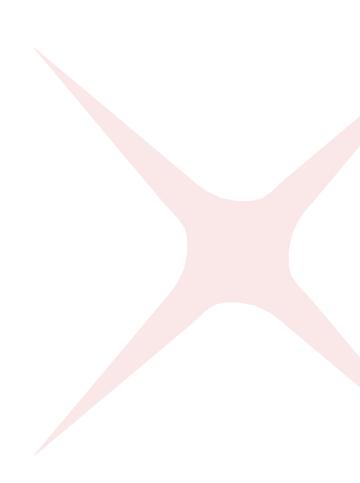


any changes in the specified e-mail address in accordance with the notification requirements outlined in the General Terms and Conditions Governing Account

- 4. Any e-Statements sent by us to the e-mail server specified by you and not returned shall be deemed to have been delivered. However, where the delivery failure is not caused by our intentional or negligent mistakes, (including, but not limited to a wrong e-mail address entered by you, failure to complete procedure for change or cancellation of the e-mail address by you, failure or improper operation of network equipment at your end, and so on), the e-Statement shall be deemed to have been delivered upon the time of sending by us to the e-mail server specified by you. You shall pay attention to whether the e-Statement has been received, you shall immediately contact us and change the specified e-mail address in accordance with the notification requirements outlined in the General Terms and Conditions Governing Account.
- 5. If, for any reason that cannot be attributed to us, any loss, error, interception, transmission failure or transmission delay of e-Statements or service-related notifications arise, we shall neither be liable for damages nor warrant reliable delivery, promptness or accuracy of e-Statements or service-related notifications; nevertheless, we shall provide you with necessary assistance. You declare and agree that, even though we will put reasonable protective measures in place, we do not warrant the security of any e-Statement or service-related notification delivered to you. You also agree to undertake the risks of unauthorized access by third parties to the e-Statements or service-related notification sent by us. Although we will establish reasonable protective measures, no warranty is given by us that services will be provided uninterrupted or free from errors, virus or other malicious, destructive or corrupting codes, agent, program or macros or that any identified defect will be corrected.
- 6. We have the right to suspend or terminate the e-Statement service under any of the following circumstances:
 - 1) Where our system equipment requires necessary repair and maintenance.
 - 2) Where there is failure in the electronic communication equipment or information software equipment or in the system or software/hardware equipment of our cooperative contractors.
 - 3) Where service cannot be provided due to factors of natural disasters and force majeure events.
 - 4) In cases of any illegal use of e-Statements by you.
- 7. You agree that we may amend the relevant provisions of the Terms and Conditions and notify you via posting it on our website and place of business, in writing or in other manners as agreed in accordance with the relevant requirements outlined in the General Terms and Conditions Governing Account . If you disagree with such changes, you may, at any time before the effective date of such changes terminate the e-Statement services by written notice to us. You shall be deemed to have consented to and accepted such changes if the service is not terminated within the prescribed period.



8. The Terms and Conditions shall be governed by and construed in accordance with the laws of R.O.C. Both of us agree that any litigation arising from the Terms and Conditions shall be submitted to the jurisdiction of the Taipei District Court of the R.O.C. for the first instance unless the exclusive jurisdiction is otherwise provided by law.





Annex V

DBS Bank Ltd., Taipei Branch Standard Tariff (DBU) - Cash Management Service Updated: 2022/06/02 Effective: 2022/08/01

服務項目 Service/Item			收費標準 Service Charge	
IDEAL 企業網路銀行	公司戶申請密碼機與重置費 Issuance of Corporate Internet Banking Security Token		實體動態密碼器: 每個實體動態密碼器 TWD\$ 500 數位動態密碼器: 費用免收 Physical Token: TWD\$ 500 per token Digital Token: No fee required	
业素朝哈銀仃	網路銀行客戶端 技術支援及教育訓練 On-site Support or Training		每趟 TWD\$ 1,500 TWD\$ 1,500 each trip/location	
台幣匯款服務 Local Currency	台幣金資匯出 匯款-手續費 FISC Domestic Payment - Commission	臨櫃/傳真進件 DBS branches or Manual instructions	每筆 TWD\$ 200 萬(含)以內,每筆 TWD\$ 30 每筆 TWD\$ 200 萬以上每逾 TWD\$ 100 萬,每筆加收 TWD\$ 10 Amount <= TWD\$ 2,000,000 - TWD\$ 30 Amount > TWD\$ 2,000,000 - TWD\$ 10 every additional TWD\$ 1,000,000	
Remittance Services		IDEAL 企業網路銀行 DBS IDEAL & Electronic Banking	每筆 TWD\$ 200 萬(含)以內,每筆 TWD\$17 每筆 TWD\$ 200 萬以上每逾 TWD\$ 100 萬,每筆加收 TWD\$ 10 Amount <= TWD\$ 2,000,000 - TWD\$ 17 Amount > TWD\$ 2,000,000 - TWD\$ 10 every additional TWD\$ 1,000,000	
外幣匯款服務 Foreign Currency Remittance Services	匯出匯款-電匯 Outward Remittance- Telex Remittance	一般電匯-手續費 Payment Commission 一般電匯-郵電費 Non-Full Payment Cable Fee	臨櫃/傳真進件:每筆 TWD\$ 600 元 DBS branches or Manual instructions:TWD\$ 600 / each 毎通 TWD\$ 300 元 TWD\$ 300 / each	
		全額到行郵電費 Full Payment Cable Fee 改匯(為修改受款人或 帳號等內容)-郵電費 Amendment (Amend for payee or account	每筆 TWD\$ 600 元 TWD\$ 600 / each 每通 TWD\$ 300 元 TWD\$ 300 / each	
		number)-Cable Fee 退匯/取消 Remittance Rejection/Cancellation 退匯後重匯-手續費	每筆 TWD\$ 300 元 TWD\$ 300 / each	
		Re-remit after rejection-Commission	毎筆 TWD\$ 800 元 TWD\$ 800 / each	
		退匯後重匯-郵電費 Re-remit after rejection-Cable Fee	每通 TWD\$ 300 元 TWD\$ 300 / each	
		由本行 DBU 匯至本行 OBU-手續費 Commission for account transfer from DBS's DBU to DBS's OBU	免收手續費 No commission required	
	大小,一律發 MT110 通知國 外) Outward Remittance-	一般票匯-手續費 Normal Draft Remittance- Commission	每筆 TWD\$ 50 元 TWD\$ 50 / each	
		一般票匯-郵電費 Normal Draft Remittance-Cable Fee	每通 TWD\$ 300 元 TWD\$ 300 / each	
	Draft Remittance (Note:MT110	止付-手續費 Stop Payment- Commission	每筆 TWD\$ 1,000 元 TWD\$ 1,000 / each	
	message will be sent for all amount.)	止付-郵電費 Stop Payment-Cable Fee	毎通 TWD\$ 300 元 TWD\$ 300 / each	



		改匯-手續費 Amendment- Commission	每筆 TWD\$ 50 元 1. 客戶退回原開票據,要求重行開立另一票據 2. 電報取消原開票+一般票匯 TWD\$ 50 / each
			 Customer returns the original issued draft, and asks to issue a new draft. Send out telex to cancel the original draft + normal draft remittance
			TWD\$ 600 元 / 丙通電報 TWD\$ 600 / 2 pieces of telex message
		一般電匯-手續費 Normal Remittance- Commission	每筆 TWD\$ 450 元 TWD\$ 450 / each
	匯入匯款	國外匯入台幣計價 - 票匯 Local currency valuation international inward draft remittance	每張 TWD\$ 500 元(限解付行為本行之匯票) TWD\$ 500 per draft (Applicable to DBS TW as the payment bank only.)
	Inward Remittance Ucca valua inwa 由本 續費 Com acco DBS' 存入/提出外幣現鈔 Foreign Currency Cas Withdrawal 大陸匯款 手續	國外匯入台幣計價- 電匯 Local currency valuation international inward T/T remittance	每筆 TWD\$ 500 元 TWD\$ 500 / each
		由本行 OBU 匯入-手 續費 Commission for account transfer from DBS's OBU	免收手續費 No commission required
		cy Cash Deposit/	實際匯差收費標準依據存入金額及承作當時之價差收費之(即期與現金匯差),最低 每筆 TWD\$ 100 The standard fee-collection is based on the cash deposit amount and exchange-rate differential announced at the customers' acceptance, min TWD\$100 per transaction
		手續費 Handling fee	每筆 TWD\$ 600 元 TWD\$ 600 / each
	from TW to China	郵電費 Cable Fee	英文匯款-毎通 TWD\$ 300 元 English Remittance: TWD\$ 300 / each
	申請存款證明 Balance Certifie	(台幣或外幣) cate	每份 TWD\$200, 每增加乙份加收 TWD\$ 100 1st copy = TWD\$ 200, additional will be at TWD\$ 100 per copy
其他服 務 Other Services	補發存摺 Reissuance of Passbook		每份 TWD\$ 100 TWD\$ 100 per change
	補發存單 Reissuance of TD Certificate		每份 TWD\$ 100 TWD\$ 100 per change
	列印傳票 Copy of Historical Records e.g. Deposit Withdrawal Slip, Application, Change images atc		1. 分行文件調閱,每張 TWD\$ 100 2. 倉庫文件調閱,每張 TWD\$ 100+每次 TWD\$ 800(調閱紀錄費) 1. For voucher kept at Branch - TWD\$ 100 / each 2. For voucher kept at storage - TWD\$ 100 each (archived voucher) + TWD\$ 800 / each
	Application, Cheque images etc 列印對帳單/定存利息明細表 Request for Historical Account Statement/Time Deposit Interest List		近期(一年以內) , 每月每份 TWD\$ 100 Each (archived Voucher) + TWD\$ 800 / Each 近期(一年以內) , 每月每份 TWD\$ 50 , 惟每次申請最高收取至 TWD\$ 1,000 早期(逾一年) , 每月每份 TWD\$ 100 , 惟每次申請最高收取至 TWD\$ 2,000 Period requested within 1 year - TWD\$ 50 per month per copy, max TWD\$ 1,000 per request Period requested > 1 year ago - TWD\$ 100 per month per copy, max TWD\$ 2,000 per request
	水單收據/ 電文 Receipt/Telegraph		近期(一年以內),每份 TWD\$ 50 早期(逾一年),每份 TWD\$ 100 Period requested within 1 year - TWD\$ 50 per copy Period requested > 1 year ago - TWD\$ 100 per copy
	法院扣押款-手續費 Hold by Court Order-Commission		每筆 TWD\$ 200 元 TWD\$ 200 / each

* If we need to convert currency, we will do so using our prevailing currency exchange rate at the time.

 * When [¬] Foreign currency cash services [¬] are not relevant to Institutional Banking, we will charge corresponding services fees based on [¬] Consumer Banking Standard Tariff [¬].
 * The Bank's latest announcement shall prevail if there is any revision, addition and/or deletion on any service fee charge item, and all other service fee charges will remain unchanged.



DBS Bank Ltd., Taipei Branch Offshore Banking Unit Standard Tariff (OBU) - Cash Management Service Updated: 2022/06/02 Effective: 2022/08/01

服務項目			收費標準	
Service/Item			Service Charge	
IDEAL 公司戶申請密碼// Issuance of Corpo Security Token 如素網路銀行 網路銀行客戶端 技術支援及教育 On-site Support of		幾與重置費 rate Internet Banking	實體動態密碼器:每個實體動態密碼器 USD\$17 數位動態密碼器:費用免收 Physical Token: USD\$17 per token Digital Token: No fee required 每趟 USD\$50	
			USD\$50 each trip/location	
		一般電匯-手續費 Payment Commission	臨櫃/傳真進件:每筆 USD\$ 20 元 DBS branches or Manual instructions:USD\$ 20 / each IDEAL 企業網路銀行: 每筆 USD\$ 5 元 DBS IDEAL & Electronic Banking: USD\$ 5 / each	
		一般電匯-郵電費 Non-Full Payment Cable Fee	每筆 USD\$ 10 元 USD\$ 10 / each	
		全額到行郵電費 Full Payment Cable Fee	每筆 USD\$ 20 元 USD\$ 20 / each	
	匯出匯款-電匯 Outward Remittance-Telex Remittance	改匯-郵電費 Amendment-Cable Fee	每筆 USD\$ 10 元 USD\$ 10 / each	
		退匯/取消 Remittance Rejection/Cancellation	每筆 USD\$ 10 元 USD\$ 10 / each	
		退匯後重匯-手續費 Re-remit after rejection-Commission	每筆 USD\$ 25 元 USD\$ 25 / each	
		退匯後重匯-郵電費 Re-remit after rejection-Cable Fee	每筆 USD\$ 10 元 USD\$ 10 / each	
		由本行 OBU 匯至本 行 DBU-手續費 Commission for account transfer from DBS's OBU to DBS's DBU	免收手續費 No commission required	
	匯出匯款-票匯 (註:不論金額大 小,一律發 MT110 通知國	一般票匯-手續費 Normal Draft Remittance- Commission	每筆 USD\$ 5 元 USD\$ 5 / each	
	外) Outward Remittance-Draft Remittance (Note: MT110	一般票匯-郵電費 Normal Draft Remittance-Cable Fee	每筆 USD\$ 10 元 USD\$ 10 / each	
		止付-手續費 Stop Payment- Commission	每筆 USD\$ 50 元(註: 未提示原票據) USD\$ 50 / each (Note: The original draft is not addressed.)	
		止付-郵電費 Stop Payment-Cable Fee	每筆 USD\$ 10 元 USD\$ 10 / each	
		改匯-手續費 Amendment- Commission	每筆 USD\$ 5 1. 客戶退回原開票據,要求重行開立另一票據 2. 電報取消原開票+一般票匯 USD\$ 5 / each 1. Customer returns the original issued draft, and asks to issue a new draft. 2. Send out telex to cancel the original draft + normal draft remittance	
		改匯-郵電費 Amendment-Cable Fee	每筆 USD\$ 20 元(二通電報) USD\$ 20 / each (2 pieces of telex message)	



	匯入匯款	一般電匯-手續費 Normal Remittance- Commission	每筆 USD\$ 15 元 USD\$ 15 / each
	匯入匯款 Inward Remittance	由本行 OBU 匯入- 手續費 Commission for account transfer from DBS's OBU	免收手續費 No commission required
	大陸匯款	手續費	每筆 USD\$ 20 元
		Handling fee	USD\$ 20 / each
		郵電費	每筆 USD\$ 10 元
		Cable Fee	
	申請存款證明		每份 USD\$ 7 元, 每增加乙份加收 USD\$ 3.5 元
	Balance Certificate		1st copy = USD\$ 7, additional will be at USD\$ 3.5 per copy 每份 USD\$ 3.5 元
	補發存摺 Reissuance of Passbook		$\frac{4}{10}$ USD\$ 3.5 per change
	補發存單		每份 USD\$ 3.5 元
			USD\$ 3.5 per change
	列印傳票 Copy of Historical Records		1. 分行文件調閱,每張 USD\$ 3.5 元
			2. 倉庫文件調閱,每張 USD\$ 3.5 元+每次 USD\$ 27.5 元 (調閱紀錄費)
			1. For voucher kept at Branch - USD\$ 3.5 / each
			2. For voucher kept at storage - USD\$ 3.5 / each (archived Voucher) + USD\$ 27.5 / each
其他服務 Other Services	列印對帳單/定存利息明細表		近期(一年以內) ,每月每份 USD\$ 2 元,惟每次申請最高收取至 USD\$ 35 元 早期(逾一年),每月每份 USD\$ 3.5 元,惟每次申請最高收取至 USD\$ 69 元 Period requested within 1 year - USD\$ 2 per month per copy, maximum USD\$ 35 per request Period requested > 1 year ago - USD\$ 3.5 per month per copy, maximum USD\$ 69 per request
	水單收據/ 電文 Receipt/Telegraph		近期(一年以內),每份 USD\$ 2 元 早期(逾一年),每份 USD\$ 3.5 元 Period requested within 1 year - USD\$ 2 per copy Period requested > 1 year ago - USD\$ 3.5 per copy
	法院扣押款-手續 Hold by Court Ord		每筆 USD\$ 10 元 USD\$ 10 / each

* If we need to convert currency, we will do so using our prevailing currency exchange rate at the time. * When \lceil Foreign currency cash services \lfloor are not relevant to Institutional Banking, we will charge

corresponding services fees based on $\[\bar{\]}$ Consumer Banking Standard Tariff $\]$.

* The Bank's latest announcement shall prevail if there is any revision, addition and/or deletion on any service fee charge item, and all other service fee charges will remain unchanged.



-	Updated: 18 Sep 2024; Effect	
Type of Services		Fees
	Issuance / Increase in amount^	0.25%, for a validity period of 1 quarter, a period less than a quarter is also
mport Letter of redit (LC) / e-issued LC / ack-to-Back LC Issuance / Increase in amount^ - Applications submitted 0.: via IDEAL Ch e-issued LC / ack-to-Back LC Extension of validity^# Ohr amendment^ NT Cancellation (LC must be entirely unused) NT Ch Cancellation (LC must be entirely unused) NT Cocal LC Discrepancy Fees / Other amendment^ NT DBU Only) Local Usance LC Acceptance Commission 1.1 Issuance Discrepancy Fees US Bills under LC: Acceptance / Deferred Payment 1.1 Bills under LC: Discrepancy Fees US Bills under LC: Discrepancy Fees US Bills under Collection: DA / DP 0.2 Documents returned to sender US Issuance Applications submitted via IDEAL 1.1 Increase in amount / Extension^< </td <td>charged as 1 quarter, Min. NT\$1,000/US\$30 0.2%, for a validity period of 1 quarter, a period less than a quarter is also</td>	charged as 1 quarter, Min. NT\$1,000/US\$30 0.2%, for a validity period of 1 quarter, a period less than a quarter is also	
Import Letter of		charged as 1 quarter, Min. NT\$1,000/US\$30
Credit (LC) /		0.125%, for a validity period of 1 quarter, a period less than a quarter is also
Re-issued LC /	Extension of validity [#]	charged as 1 quarter, Min. NT\$1,000/US\$30
Back-to-Back LC	Other amendment^	NT\$600/U\$\$20
	Cancellation (LC must be entirely unused)	NT\$1,000/US\$30
	Remark: Airmail and short cable charges shall be le	vied if applicants apply for LC to be issued by short cable.
	Issuance / Increase in amount / Extension^	0.25%, for a validity period of 1 quarter, a period less than a quarter is also charged as 1 quarter, Min. NT\$1,000
Local LC	Discrepancy Fees / Other amendment^	NT\$500
(DBU Only)	Local Usance LC Acceptance Commission	1.25% p.a on actual days, Min. NT\$1,500
	Remarks: Charged NT\$500 / Flat if NT\$ TR loan as	pplied by LC applicant (fees will be collected subsequently if no financing).
		0.25%, Min. NT\$1,000/US\$30
	Bills under LC. Excess urawing	
	Bills under LC: LC expired	0.25% p.a, Min. NT\$1,000/US\$30 (Charged from LC expiry date to the inward bill receipt date based on bill amount)
	Bills under LC: Acceptance / Deferred Payment	1.25% p.a on actual days, Min. NT\$1,500/US\$45
Import Bills	Bills under LC: Discrepancy Fees	US\$60 (Foreign currency LC only)
	Bills under Collection: DA / DP	0.2%, Min. NT\$600/US\$20
	Documents returned to sender	US\$40 (Bills under LC: Foreign currency LC only)
		Acceptance / Deferred payment / Discrepancy fees to be collected from
	Issuance	2% p.a. on actual days of validity and claim p <mark>eriod, Min. NT\$6,000/U</mark> S\$200
	Issuance – Applications submitted via IDEAL	1.5% p.a. on actual days of validity and claim period, Min. NT\$6,000/US\$200
Bank Guarantee	Increase in amount / Extension^	Refer Issuance fee, Min. NT\$3,000/US\$100
/ Standby LC		Refer Issuance – Applications submitted via IDEAL fee, Min. NT\$3,000/US\$100
	Bills under LC: Excess drawing 0 Bills under LC: LC expired 0 Bills under LC: Acceptance / Deferred Payment 1 Bills under LC: Discrepancy Fees U Bills under Collection: DA / DP 0 Documents returned to sender U • Remark: Charges of excess drawing / LC expired / Accebeneficiary unless otherwise specified Issuance 2 Issuance – Applications submitted via IDEAL 1 Increase in amount / Extension^ R Increase in amount / Extension^- Applications submitted R N via IDEAL Other amendment / Advising^ N Handling commission 0 0 Export Handling commission - Applications submitted via IDEAL 0 Cable of Outward Remittance N N Advising: Client / Cancellation N Advising: Non-Client N Lost handling fee N N N Without substitution of invoice: Original N N Off LC Without substitution of invoice: Original / Increase in amount / Extension of validity^# C With substitution of invoice: Other amendment^ N N	NT\$2,000/US\$60
	Handling commission	0.1%, Min. NT\$600/US\$20
Import / Export	Handling commission - Applications submitted via IDEAL	0.08%, Min. NT\$600/US\$20
OA Finance	k Guarantee andby LC Issuance – Applications submitted via IDEAL Increase in amount / Extension^ Rev Increase in amount / Extension^ Applications submitted Rev via IDEAL Other amendment / Advising^ NT Handling commission O.: Handling commission - Applications submitted via IDEAL O. Outward Remittance Fees NT Cable of Outward Remittance NT Advising: Client / Cancellation NT Advising: Non-Client NT	NT\$600/US\$20
		NT\$300/US\$10
		NT\$1,100/US\$35
Export LC	Datk LL Other amendment^ NT Cancellation (LC must be entirely unused) NT • Remark: Airmail and short cable charges shall be levie Issuance / Increase in amount / Extension^ O. Issuance / Increase in amount / Extension^ Discrepancy Fees / Other amendment^ NT Local Usance LC Acceptance Commission 1.1 • Remarks: Charged NT\$500 / Flat if NT\$ TR loan appli Bills under LC: Excess drawing O. Bills under LC: Caceptance / Deferred Payment 1.1 Bills under LC: Discrepancy Fees US Bills under Collection: DA / DP O. Documents returned to sender US • Remark: Charges of excess drawing / LC expired / Accerbeneficiary unless otherwise specified Issuance Issuance 29 Issuance	NT\$1,500/US\$45
		NT\$4,000/U\$\$120
Transfor of LC	0	NT\$1,000/US\$30 NT\$600/US\$20
		0.25%, for a validity period of 1 quarter, a period less than a quarter is also
	Issuance / Increase in amount^ - Applications submitted O. via IDEAL Chernston of validity^# O. Cher amendment^ N Cancellation (LC must be entirely unused) N • Remark: Airmail and short cable charges shall be leviation N Issuance / Increase in amount / Extension^ O. Discrepancy Fees / Other amendment^ N Local Usance LC Acceptance Commission 1 • Remarks: Charged NT\$500 / Flat if NT\$ TR loan appl D Bills under LC: Excess drawing O Bills under LC: Coxpired D Bills under CL: Coxpired D Documents returned to sender U • Remark: Charges of excess drawing / LC expired / Accebeneficiary unless otherwise specified D Issuance 22 Issuance 24<	charged as 1 guarter, Min. NT\$1,000/US\$30
in an or city		NT\$600/US\$20
		0.1%, Min. NT\$1,100/US\$35
		NT\$600/US\$20 each
Bills Negotiation		NT\$300/US\$10 each
·	Days of transit interest charged (Sight LC)	12 days
	Days of discount interest charged (Usance LC)	Based on actual discounting days. Usance tenor days plus 7 days transit interest will be charged if the due date is uncertain
Bills for Collection	DA / DP commission	0.05%, Min. NT\$600/US\$20
	Postage: Taiwan / Registered Airmail*	NT\$250/US\$8
	Postage: HK / Macau / Northeast Asia / Southeast Asia*	NT\$600/US\$20
		NT\$1,200/US\$40
		NT\$1,200/US\$40
1.		NT\$600/US\$20
		NT\$1,000/US\$30
		NT\$200/US\$10 per page
		1112200/03210 her habe

DBS Bank Ltd., Taipei Branch Standard Tariff – Trade Finance Updated: 18 Sep 2024; Effective: 18 Nov 2024

XDBS

Type of Services	Fees
Apply Client's Credit Report / Signature Verification	NT\$600/US\$20

[^] If the client increases the LC / BG / SBLC / Transfer of LC amount, extends validity, or makes other amendments, or a combination of two of these, the higher fee will apply.

If the extended validity does not cross a quarterly period based on the original LC expiry date, the minimum fee will be charged. * For remote areas or overweight documents, actual postage / courier charges will be collected based on domestic and overseas courier company rates.

Other Notes: 1. The standard tariff applies to both DBU and OBU. 2. Unless otherwise specified, fees will be charged in the transaction currency. Any conversion between currencies will be based on the Bank's prescribed exchange rates. Any revisions, additions, or deletions of fees will be subject to the Bank's latest announcement, while other unchanged fees remain in effect.

