

# 投資型商品約定條款

## 1 適用順序

客戶購買投資型商品（下稱「本商品」），除法令另有規定或本商品之各別交易文件（包括但不限產品說明書、風險預告書、客戶須知、投資人須知、交易確認書等）另有約定者外，應適用本條約定事項，如本條約定事項未予規定者，則適用總約定書之其他規定。本條或總約定書如與本商品之各別交易文件有任何抵觸，應以本商品之各別交易文件內之規定為準。

## 2 投資

- 2.1 本商品並非一般傳統存款，非屬存款保險承保範圍。客戶應了解本商品可能提供高於傳統銀行存款之潛在收益，並明白此潛在收益因涉及各種風險並不獲得保證。
- 2.2 客戶應考慮自身投資組合規劃，避免超額投資於單一投資產品，以避免過度暴露於單一投資風險。
- 2.3 除總約定書另有規定外，客戶不得將本商品之權利或利益出賣、轉讓、設定質權或以其他任何方式設定擔保或優先權予第三人。
- 2.4 客戶不應僅依賴本行提供文件或任何相關資訊，而應自行調查及決定是否投資本商品。如有任何疑問，客戶應自行尋求相關財務、會計、稅制或法律等專業顧問之建議。客戶在作出投資決定時，並無依賴或接受本行或任何其他滙豐集團成員所提供的意見或建議。
- 2.5 客戶應依相關法令及公司章程等內部規定履踐所有必要之程序，並取得必要之授權始為本商品之申購或投資。
- 2.6 客戶同意並瞭解本商品如經本行同意得以傳真方式進行。客戶亦願承擔簽名／印章被偽造之風險或因文件傳送過程中所引起字體大小改變，扭曲或不清晰而致無法辨識偽造簽名/印章之所有風險。
- 2.7 美國公民、美國居民、有美國居留權者、依美國法令組織成立之公司、美國境內之外國公司分公司或分支機構、美國稅務居民，或依任何其他相關規定（包括但不限依據1933年美國證券法S規則的解釋）被視為美國人士者，不得承作任何本商品。
- 2.8 (1) 客戶聲明及保證其於交易時並不具備上述美國人士身分。若本行有合理理由認為客戶可能為或已變更為上述美國人士而詢問客戶時，客戶應據實告知，若客戶未告知或未據實告知，本行得終止各項信託服務。  
(2) 客戶承諾於取得美國公民、美國居民、美國居留權、或依美國法令組織成立之公司、美國境內之外國公司分公司或分支機構、美國稅務居民，或依任何其他相關規定被視為美國人士者（包括但不限依據1933年美國證券法S規則的解釋）後，應立即通知本行，並同時依美國相關稅法規定出具及提供所需文件予本行。如客戶未履行上開義務者，其同意以下事項：  
(i) 賠償本行為了遵守/未能遵守美國相關稅負法令之規定而可能遭受/支付之任何支出、損失、罰款或

其他類似款項；及

- (ii) 本行得暫停或終止各項投資信託服務，並得逕行贖回/賣出客戶持有之全數投資標的。
- (3) 客戶瞭解並特別同意本行就投資利得/利息/股息/債息/獲利於稅務申報時將不協助主張適用任何租稅協定優惠扣繳稅率(無論客戶於填具稅務相關表格時是否主張適用該優惠)，並一律以非美國人士之最高稅率進行稅務申報及扣繳。
- (4) 為符合美國財政部之稅務相關規定，客戶須另填英文版之美國稅務居住者身分證明文件(W-8BEN-E)，該表格文件應定期更新且其效期應依美國稅法或本行規定辦理。若客戶有任何稅務狀態之變動，應立即通知本行並提供最新有效之美國稅務居住者身分證明文件(W-9 或W-8BEN-E)。若客戶提供之上開表格文件有失效或過期之情形，經本行通知後應立即提供最新表格文件予本行，若客戶未能即時提供更新後之表格文件，本行將依最高稅率規定辦理扣繳。
- (5) 客戶所提供之相關表格文件內容若有錯誤或與事實不符，致生任何損害及/或不利益，均由立約人自行承擔，如因此致受託人受有損失，並應負損害賠償責任。

### 3 風險預告

在此所揭露之風險事項係列舉大端，對於交易風險與影響市場行情之因素或許無法詳盡描述，因此客戶於交易前應充分瞭解投資型商品之性質及相關財務、會計、稅制或法律等事宜，自行審度本身財務狀況及風險承受程度，始決定是否進行投資。

- 3.1 報酬風險：客戶於本商品投資期間，因連結標的之變動，可能取得不同之報酬，並不保證此產品報酬一定高於其他投資產品。如果投資產品於投資期間之表現不甚理想，客戶可能僅取得較低或甚至為零之報酬，亦可能侵蝕原始投資本金。
- 3.2 信用風險：本商品非一般傳統存款而是一項投資，非屬存款保險承保範圍，客戶需承擔本行或債券發行機構之信用風險。本行將提供符合主管機關規定標準之認可評等機構之評等等級以上發行機構或保證機構的債券產品給客戶，以期降低信用風險。
- 3.3 利率風險：本商品自正式發行後，其存續期間之市場價格 (mark to market value) 將受發行幣別利率變動所影響；當該幣別利率調升時，產品之市場價格有可能下降，並有可能損及原始投資金額；當該幣別利率調降時，產品之市場價格有可能上漲，並有可能高於原始投資金額。
- 3.4 市場風險：可能影響連結標的之表現的市場因素包括政治和經濟環境、商業條件、客戶情緒和信心等，這些因素在本地或環球市場均可能出現。
- 3.5 流動性風險：本商品或為一結構型商品，客戶不得轉讓本商品予第三人。客戶如於到期日前提前解約，應經本行同意，且需負擔因提前解約所產生之全部成本、一切相關費用及損失，及可能無法收回投資全部本金之風險。因此，客戶應考量其資金之流動性風險。
- 3.6 匯兌風險：本商品可為外幣計價之投資產品，若客戶於投資之初以其他幣別轉換成該外幣來承作本商品，須留意領回本金及孳息時轉換回其他幣別所可能產生之匯兌風險。
- 3.7 提前終止契約之再投資風險：客戶如提前終止本商品相關契約或本商品因發生提前到期事件提前到期，可能面臨到下一個投資標的可能無法提供與此產品相同的收益，而產生資金的再投資風險。

- 3.8 國家風險：本商品發行機構之註冊國如發生戰亂等不可抗力之事件將導致客戶損失。
- 3.9 交割風險：本商品發行機構之註冊國或所連結標的之交易所或款券交割清算機構所在地，如遇緊急特殊情形、市場變動因素或逢例假日而改變交割規定，將導致暫時無法交割或交割延誤。
- 3.10 連結標的影響之風險：所連結之標的如遇特殊因素而須更換，計算機構將有權依誠信原則挑選適當的標的代替。
- 3.11 通貨膨脹風險：通貨膨脹將導致本商品的實質收益下降。
- 3.12 稅賦風險：本商品之所有金錢給付在所適用法律規定應予預扣相關稅捐之情況下，於付款時將為預扣。若日後因稅法變更，客戶之稅賦將依相關法令規定辦理。

## 4 可分割性

本節中任一條款如因法令規定而無效時，則應直接以該法令替代為該條款之內容。如無法以該法令規定作為該條款之內容，則應視為該條款已自總約定書中刪除，其餘條款之效力不受影響。

## 5 投資型組合產品之"活利投資組合"及"雙元雙利投資組合"之服務事項

### 5.1 一般約定事項

客戶於本行承作「活利投資組合」或「雙元雙利投資組合」（下稱「投資型組合產品」），除各別交易之產品說明書、風險預告書、客戶須知等相關文件另有約定者外，應適用以下之約定事項，本約定事項未予規定者，則適用總約定書之其他規定：

#### 5.1.1 承作：投資型組合產品之客戶承作流程如下：

- (1) 客戶得親至本行、使用本行電話銀行理財服務或其他與本行另行約定之方式依本行相關承作規定辦理，唯本行保留是否提供客戶該項服務之權利。
- (2) 依總約定書規定之任何預定投資之足額款項，已以預定之投資／計價貨幣別存入客戶於本行開立之帳戶，如以預定投資／計價貨幣以外之貨幣存入，則其金額於扣除匯兌費用後，應不少於等值之預定投資／計價貨幣款項，但存入之貨幣如為新臺幣，應由客戶負責辦理必要之外匯結匯手續。

#### 5.1.2 風險揭露

本投資型組合產品給付客戶之收益，以投資貨幣／計價貨幣計，但就雙元雙利投資組合，並不保證所給付客戶之承作本金及其投資組合總收益仍以計價貨幣返回。客戶必須自行承受匯兌損失之風險。本投資型產品係以利率、匯率、股價、指數、商品、信用事件或其他利益及其組合等所衍生之交易契約。此投資風險包括本金轉換風險、利率風險、流動性風險、匯兌風險、稅賦風險、提前解約風險、商品條件變更風險等，在特定的市場狀況下，客戶可能獲得巨額利益，也可能蒙受巨額損失。且客戶應瞭解，在投資到期時，本行有權依約以連結貨幣／計價貨幣給付投資組合總收益。於進行交易前，客戶應以個人的財務狀況、經驗和目的仔細考量此交易是否適合。簡言之，客戶除自行審度本身財務狀況及風險承受度外，亦應於交易前充分瞭解該產品之性質並自行評估判斷（非依賴本行或其關係企業）與交易有關之各項經濟財務風險與報酬，及各項法律、財務、稅制及會計上相關問題及可能之結果。

5.1.3 投資型組合產品非屬中央存款保險公司之存款保險範圍，客戶需承擔本行之信用風險。

5.1.4 客戶與本行從事結構型商品交易而有提前解約／終止或到期結算時，就契約期間產生之收入，如依相關稅法規定應扣繳所得稅時，本行將依相關規定辦理扣繳；如依相關稅法規定投資人應將該收入併入所得稅申報時，投資人應依法自行誠實申報，本行無代申報所得稅之義務。

#### 5.1.5 客戶分級

立約人與本行從事投資型商品交易時，本行將依相關法令規定實施客戶分級制度（Customer Classification），並依照客戶資產規模等條件將客戶歸類為專業客戶（Professional Investor）或一般客戶（General Investor），客戶並同意適用不同之銷售或作業流程。

### 5.2 活利投資組合約定事項

#### 5.2.1 名詞定義：

- (1) 「投資金額」係指依相關交易確認書所載投資本金金額，且該金額係以投資貨幣表示。
- (2) 「營業日」指在中華民國境內及投資貨幣發行國之主要金融中心之商業銀行對外經營業務（包括外匯及外幣存款業務）之日（星期六及星期日除外）。
- (3) 「申購意願書」係指本行依總約定書規定就各投資發行予客戶，由客戶簽章同意之個別意願書。
- (4) 「交易確認書」係指本行依總約定書規定就各投資所簽發予客戶之個別確認書。
- (5) 「投資貨幣」係指客戶存入並由本行收受之貨幣，並於相關交易確認書記載之。
- (6) 「起息日」係指有關交易確認書所載依總約定書之規定將投資金額存入本行之營業日。
- (7) 「決算時間」係指各交易確認書所載決定決算日本行代客戶依總約定書之規定決定選擇權是否執行之時間。
- (8) 「決算日」係指各交易確認書所載本行代客戶在該日之決算時間當時或前後依總約定書規定決定選擇權是否執行之日。
- (9) 「計息期間」係指有關交易確認書所示各投資金額自起息日至到期日止之期間（包括起息日但不包括到期日）。
- (10) 「利率」係指各交易確認書所示之利率。
- (11) 「計息日數」係指某年度計算利息之日數，係以該年度中投資累計生息之日數按曆年之日數計算。
- (12) 「到期日」係指本行與客戶約定並載於相關交易確認書之投資到期日，如該日為非營業日則為次一營業日。
- (13) 「到期值」係指到期日以投資貨幣計價之應支付款項。
- (14) 「投資收益」係指各投資依總約定書及相關交易確認書之規定計付之收益款項。

#### 5.2.2 投資：

- (1) 投資限以本行同意之貨幣為之。本行得就投資貨幣之幣別及相關事項，於相關之交易確認書加入本行認為有必要之其他條件。
- (2) 各筆投資之條款應以各該投資交易確認書所載之規定為準。各該投資之交易確認書應與總約定書構成本行與客戶間之單一合約。總約定書與交易確認書如有任何牴觸，應以交易確認書之規定為準。
- (3) 活利投資組合可連結的選擇權有：
  - i) 匯率選擇權



- ii) 利率選擇權
- iii) 股價選擇權
- iv) 股價指數選擇權
- v) 商品選擇權
- vi) 其他依主管機關規定可連結之標的

(4) 本行保留是否受理投資的權利。

#### 5.2.3 到期應付款項：

本行應於到期日依相關交易確認書之約定，將相關到期應付之款項（如有）轉入客戶以書面指定之客戶於本行之帳戶（如無指定，則該轉入帳戶由本行決定）。如到期日或交易確認書所載之其他付款日期為非營業日時，則本行將於到期日或應付款日後之次一營業日支付之。

#### 5.2.4 提前解約：除本行與客戶另有約定外，客戶不得於到期日前提前解約。

#### 5.2.5 質借：未經本行事前書面同意，客戶不得將本產品移轉予第三人，本產品可否質借需依本行相關作業辦法辦理。

### 5.3 雙元雙利投資組合約定事項

#### 5.3.1 名詞定義：

- (1) 「外幣」係指本行綜合貨幣存款帳戶所提供之外國貨幣。
- (2) 「申購書」係指客戶為指示承作本產品所簽署之申請文件，內容載明個人基本資料及本產品之基本內容。
- (3) 「交易確認書」係指本行所出具載有客戶指示承作本產品之計價貨幣及連結貨幣、承作本金、轉換匯率、起始日、起息日、決算日、到期日、定存利率、雙元雙利投資組合總收益率及其他相關事項之交易確認書。
- (4) 「承作本金」係指客戶指示承作本產品之外幣定存存入金額，亦為客戶用以作為出售外幣幣別選擇權買權之標的，存入金額需達承作當時本行規定之最低金額。
- (5) 「計價貨幣」係指客戶指示承作本產品所選作定存之外幣幣別。
- (6) 「連結貨幣」係指客戶所指示非計價貨幣之另一種外幣幣別。依本約定事項及交易確認書於到期日，本行有可能以該指定之幣別支付客戶承作本金及雙元雙利投資組合總收益。
- (7) 「付款貨幣」係指於到期日次一銀行營業日本行給付客戶之承作本金及雙元雙利投資組合總收益所採用之幣別，為計價貨幣或連結貨幣之其一。
- (8) 「轉換匯率」係由客戶決定依計價貨幣及連結貨幣之履約執行匯率，此匯率為決算日決定付款幣別之匯率水準，亦為當付款貨幣為連結貨幣時於到期日次一銀行營業日應給付客戶帳戶本金及雙元雙利投資組合總收益所採用之付款轉換匯率。
- (9) 「起始日」係指本產品中外幣幣別選擇權之承作日期，是日須為本行營業日且為相關幣別之國際外匯市場交易日。
- (10) 「決算日／決算時間」係指本產品中決定外幣幣別選擇權是否履行之日期／時間，是日須為相關幣別之國際外匯市場交易日。
- (11) 「到期日」係指本產品及本產品承作本金定存之到期日。本產品將於到期日當日即終止。

- (12)「決算日決算時間匯率」係指交易確認書中約定之決算日當日特定時點之計價貨幣相對於連結貨幣間市場匯率價格。
- (13)「定存利率」係指於起始日本行計價貨幣相關存款天期之定期存款利率。
- (14)「選擇權收益率」係指就客戶指示之轉換匯率本行相對所提出之收益率。
- (15)「選擇權權利金」係指支付予客戶約定之選擇權收益（其金額為「選擇權收益率」乘以「承作本金」再乘以「承作天期」最後除以「基期」後所得之數額），於起始日於國際外匯市場賣出之外幣幣別選擇權，用以換取客戶交換付款貨幣之選擇權權利金。
- (16)「雙元雙利投資組合總收益率」係指定存利率以及選擇權收益率之總和。
- (17)「雙元雙利投資組合總收益」係指承作本金乘以「雙元雙利投資組合總收益率」再乘以「承作天期」最後除以「基期」後所得數額之總和。
- (18)「基期」係指依承作計價貨幣幣別之國際慣例計算利息之天數。凡英鎊、港幣、新加坡幣或任何依國際外匯交易規定為365天制之貨幣為計價貨幣時，一年以365天計，其他外幣為計價貨幣時均以一年360天計。
- (19)「承作天期」係指自起息日至到期日（不含）之總日曆天數，本行得限制承作天期之上下限，客戶得於該等期限內自行決定所承作之天數。
- (20)「營業日」指在中華民國境內及計價貨幣發行國主要金融中心之商業銀行對外營業（包括外匯及外幣存款業務）之日（星期六及星期日除外）。
- (21)「起息日」係指本產品中定存開始生效之日，為起始日之後兩個營業日。

#### 5.3.2 產品性質：

本產品係一結合外幣定存及出賣外幣幣別選擇權之商品組合。客戶承作本產品，即為承作一筆外幣定存並於國際外匯市場賣出外幣幣別選擇權。於決算日／決算時間，本行依立約人於承作本產品時所定之轉換匯率，決定客戶是否需履行其出賣外幣幣別選擇權之義務，並依此決定付款貨幣為計價貨幣或連結貨幣。於到期日時，本行將先計算客戶承作本金、雙元雙利投資組合總收益，再依決算日決定之付款幣別給付承作本金及雙元雙利投資組合總收益，並將於到期日後次一銀行營業日自動轉入客戶之綜合貨幣存款帳戶內。

#### 5.3.3 承作須知：

本雙元雙利投資組合約定事項為客戶從事「雙元雙利投資組合」交易之總約定書，客戶從事各項此種交易之實際內容應以其相關之申購書、交易確認書等各項交易憑證內容為準。該等申購書、交易確認書等交易憑證之內容，亦構成客戶與本行間就雙元雙利投資組合約定事項之一部分。

本產品之承作流程如下：

- (1) 本行完成確認客戶基本資料後，客戶須指示計價貨幣、承作天期、以及連結貨幣，並自行決定適合之轉換匯率。
- (2) 依照客戶所指示之計價貨幣、存入金額、承作天期、連結貨幣以及轉換匯率、決算日以及到期日等申購資料經由交易系統送出後，此交易視同完成。交易完成後，即不接受客戶刪除下單或修改交易內容。

- (3) 本行於辦理扣款作業時，若因帳款不足，以至於無法扣款時，客戶應承擔相關法律責任，及因無法完成此交易所產生之一切費用及損失。客戶並同意本行有權得自立約人設於本行之帳戶逕行扣款。
- (4) 本行於交易完成後，將以交易確認書向客戶確認最後交易之細節，交易確認書上所載之產品條件為最終產品交易條件，客戶應妥善保存此交易確認書。
- (5) 客戶與本行完成上述流程時，即為本產品之起始日。

#### 5.3.4 收益計算：

本產品之總收益採定存利率與選擇權收益率之總合進行計算，除法令或合約另有規定外，本產品之計算收益天數照實際定存承作天數計算。本產品無論幣別為何，皆按單利以計價貨幣計算，並依本產品之承作天期按起始日本行牌告定存利率與選擇權收益率之總合計算總收益，總收益將一併於到期日次一銀行營業日給付。如依約於到期日付款幣別為連結貨幣時，轉換總金額依相關交易確認書之規定辦理。

#### 5.3.5 執行方式：

以客戶於起始日所指示之轉換匯率為準，與決算日決算時間匯率相較，若以轉換匯率計算每一單位計價貨幣可兌換之等值連結貨幣金額，小於以決算日決算時間匯率計算每一單位計價貨幣可兌換之等值連結貨幣金額，則到期日之付款貨幣為連結貨幣，反之，若以轉換匯率計算每一單位計價貨幣可兌換之等值連結貨幣金額，大於決算日決算時間匯率計算每一單位計價貨幣可兌換之等值連結貨幣金額，則到期日之付款貨幣為計價貨幣。

#### 5.3.6 承作本金及雙元雙利投資組合總收益之給付：

- (1) 本行應於到期日（如非銀行營業日則順延至次一銀行營業日），依前述規定之付款貨幣幣別（計價貨幣或連結貨幣之一）向客戶給付承作本金及雙元雙利投資組合總收益金額；到期日當日若遇電腦系統故障或不可抗力之事故（暴動、叛亂、意外爆炸、洪水、暴風雨、天災人禍等類似之事故）致本行無法於該日給付時，本行將順延至障礙事由排除後之次營業日給付，並按約定之定存利率計付上述障礙事由存續期間之利息。惟選擇權收益僅計算至決算日為止。
- (2) 前項帳戶之本金及雙元雙利投資組合總收益將由本行於定存到期日次一銀行營業日直接轉入客戶於本行所開立相同幣別之帳戶內。到期日與轉入客戶帳戶日期之間不予計息。

#### 5.3.7 提前解約：

- (1) 除各別交易另有約定者外，本產品允許客戶於到期日前於規定時間內辦理提前解約。客戶要求本產品提前解約時，可取回之餘額應依「提前解約領回總額計算公式」規定計算辦理。客戶應瞭解提前解約應承擔產品市場價格波動之風險及可能產生之相關費用。  
「提前解約領回總額計算公式」為：承作本金+定存提前解約應付利息+選擇權收益之損益部分-提前解約手續費。提前解約手續費之計算方式為：承作本金乘以0.2%。
- (2) 但如本行收到法院或行政執行機關對客戶對本行債權之執行（收取、支付轉給）命令時，本行有權逕就本產品辦理提前解約並依該相關執行命令之規定辦理。客戶應瞭解提前解約應承擔產品市場價格波動之風險及可能產生之相關費用，可取回之餘額應依「提前解約領回總額計算公式」規定計算辦理。
- (3) 倘若因本行修訂或增訂本雙元雙利投資組合產品之約定事項及相關作業程序，客戶得於收受（或視為收受）本行書面通知後七日內為異議表示，並通知本行依本雙元雙利投資組合約定事項規定，辦

理提前解約，惟本行同意就客戶提前解約之定存給付利息，並免按財政部所頒布之「定期存款質借及中途解約辦法」予以打折計算而係全數計息給付，其解約手續費得以免收，惟客戶仍需承擔因提前解約所產生之市場價格波動風險及可能產生的相關費用，可取回之餘額應依「提前解約領回總額計算公式」規定計算辦理。

- (4) 本產品提前解約其雙元雙利投資組合總收益率僅計算至提前解約日前一日，即自提前解約日至解約款項入帳日止不計算雙元雙利投資組合總收益率，其間亦不會產生活期存款利息收入。
- (5) 本產品提前解約可領回總金額於提前解約日次二個銀行營業日營業時間截止前依客戶入帳指示匯入指示帳號。

#### 5.3.8 本產品續作：

本產品到期不得繼續承作。但當本產品到期後，客戶可依本行約定之方式另行承作本產品。

#### 5.3.9 質借：

未經本行事前書面同意，客戶不得將本產品移轉予第三人，本產品可否質借需依本行相關作業辦法辦理。

#### 5.3.10 其他約定事項：

其他未盡事宜，悉依有關金融法規及本行業務規定辦理。本約定事項將來如因法令規定或本行規定變更有與新規定牴觸時，應依新規定辦理。

## 6 特定金錢信託資金投資國內／國外有價證券服務（以主管機關核准為限）

### 6.1. 一般約定事項

客戶為進行投資及財產管理之目的，茲以委託人兼信託受益人之身分，選任本行為其受託人，以特定金錢信託方式，將客戶之信託資金按客戶之指示投資於國內／國外有價證券（以下簡稱「投資標的」）。客戶知悉並同意本特定金錢信託投資將以本行名義依信託關係持有，並願遵守下列約定條款。

6.1.1 信託期限：本信託期限為不定期，但本行及客戶皆得隨時依第5.6.1.19條之規定終止雙方之信託關係。

6.1.2 投資範圍及幣別：於相關法令許可之範圍內，本行將依客戶之指示，將信託資金投資立約人指定之投資標的。客戶依本項信託方式可投資之投資標的範圍，以本行選定受理者為限。本項信託資金投資幣別得為新臺幣及／或外幣。

6.1.3 受益人：依本約定事項所得享有全部信託利益之受益人以客戶本人為限，且不得變更受益人。

6.1.4 投資性質：本約定事項下之特定產品名稱及內容詳見各相關產品說明書、申購意願書及確認書等，客戶〈受益人〉同意受託人得為下列行為：

- (1) 以信託財產購買本行總行及其分行銀行業務部門經紀之有價證券。
- (2) 以信託財產購買屬信託業法第7條所指受託人之利害關係人所承銷之有價證券。
- (3) 以信託財產與受託人本身或其利害關係人為信託業法第25條第一項以外之其他交易。
- (4) 其他經主管機關規定之行為。

6.1.5 投資標的發行機構規章：

- (1) 本項投資須遵守各投資標的發行機構所訂定之發行辦法〈如發行條件、商品發行種類等〉、作業規定及



其他規定及其應適用之法令規定。

- (2) 如按相關金融市場處理各項投資標的商品之慣例或該項投資標的依應適用法令規定，有任何客戶所應繳之稅賦，悉由客戶負擔。
- (3) 受託人自各投資標的發行機構或保管銀行所收訖之收益為本信託資金之收益，倘因發行機構或保管銀行之發行辦法、作業規定、保管作業規則或相關法令訂有於特定情況下，投資人須強制贖回/出售有價證券之規定時，客戶同意無條件辦理。對因強制贖回/出售有價證券所生之一切損失，亦概由客戶自行負擔。

#### 6.1.6 受託人規章：

- (1) 受託人於辦理本項業務時，得對每一項申購、贖回、買賣及取消等事項，訂定最低金額之規定及相關作業規則，此項規定或相關作業規則一經受託人告知或公告於各分行之營業場所時，客戶均無異議並願遵守。
- (2) 客戶因該等信託關係所生之權利，非經受託人以書面同意不得轉讓或設質。
- (3) 受託人履行信託事項應以依客戶之指示辦理為限，除非客戶已依相關規定給予明確指示，否則受託人並無權利或義務依其自己之判斷，就客戶之投資，為客戶作任何決定或任何行為。
- (4) 客戶以特定金錢信託方式所申購之投資標的，如申購後該投資標的之發行評等，及或該投資標的之發行機構或保證機構之信用評等不符合主管機關之規定，或該投資標的發行機構無法依投資標的之發行條件履行債務時，受託人得將上述資訊以受託人所認定適當之方式（包括但不限於以書面或於本行網路上公開揭示）通知客戶，客戶同意並了解，縱受託人將上述資訊或將其他與交易內容相關變動資訊通知客戶，亦不得視為受託人即負有監督及通知投資標的交易內容變動之資訊予客戶之義務，此外，受託人亦無權利為客戶作任何決定或任何行為，客戶就此是否須進一步對受託人為交易指示前，仍應依自己之判斷審慎考量之。
- (5) 受託人接受客戶之信託資金以特定金錢信託方式所投資之投資標的均屬信託財產，受託人將其與受託人之自有財產分別記帳管理，並依法盡善良管理人之注意義務、忠實義務，如實按本約定事項履行。
- (6) 除依法令及總約定書有特別約定外，受託人對本件信託、交易資料及因本約定事項所知悉客戶之秘密，應負保密責任，不得無故洩露予第三人。
- (7) 受託人接獲委託人之指示後如經受託人評估該交易可能導致信託業營運上之風險時，受託人得拒絕辦理，並於通知委託人後視同撤銷該委託。

#### 6.1.7 申購指示：

- (1) 客戶如欲利用本行所提供本項信託投資服務，並指示本行申購投資標的時，應填寫並簽署本行規定之申購意願書及相關交易文件，或依其他本行同意方式（包含但不限於電話語音或網際網路等方式）辦理，並應依其相關規定進行申購。客戶如為申購指示時，尚未於本行開立特定金錢信託帳戶，客戶同意並確認前開申購指示包括授權本行為客戶開立特定金錢信託帳戶及執行相關交易。
- (2) 以新臺幣為特定金錢信託資金投資國外有價證券者，客戶應將新臺幣資金交予本行，再由本行依客戶為交易指示當日之本行上午11時之賣匯匯率，將信託資金折換為客戶指定投資之國外有價證券計價之外幣；以外幣為特定金錢信託資金投資國外有價證券者，客戶應提供本行依該有價證券計價之

外幣資金，有關之新臺幣結匯及申報應由客戶自行辦理。

- (3) 於指示申購投資標的時，客戶應依本行之規定支付申購手續費。該等費用之金額、幣別或費率概依本行之規定計收。
- (4) 本行依客戶指示為投資標的的申購時，可將客戶之購買指示與本行其他客戶同一投資標的之購買指示彙集處理後，由本行提出合併投資標的的總額之購買指示。客戶之投資標的之收益（及孳息），應依本行所定之方式，按客戶及本行其他客戶就同一投資標的之投資比例分配之。
- (5) 客戶謹此明確表示已知悉並同意：縱任何基金管理公司、有價證券發行或經紀機構、敬啟國外證券集中交易市場及店頭交易市場（以下簡稱「投資標的的相關機構」）已收到本行之購買指示，但其並無接受本行全部或一部購買指示之義務；而本行亦無責任確保投資標的的相關機構接受是項投資，亦不承擔任何損失（包括因投資標的的相關機構拒絕或遲延接受購買指示而導致客戶失去投資機會所衍生之任何損失）。
- (6) 本行應將客戶之信託資金所實際購得投資標的的受益權單位數、投資單位數或有價證券數量及每受益權單位、投資單位或有價證券之申購價格或單位價格，以書面通知客戶。

#### 6.1.8 信託資金帳戶及其保管、收益及費用之計算分配等：

- (1) 本行依上述第6.1.7條規定出具予客戶之書面通知僅係本行收訖該筆信託款項及確認投資標的的之證明，並非表彰客戶實際信託金額或其實際投資內容或其投資標的的之價值或其他權利之憑證。客戶與本行間實際信託金額及客戶實際投資之投資標的的之內容，悉以本行依各次交易文件所列記之帳載記錄為準。倘本行之帳載紀錄因投資標的的相關機構通知並確認其交易內容有錯誤，或因其他原因造成相關記載有錯誤時，客戶同意本行得逕行更正後通知客戶。
- (2) 客戶瞭解其經由特定金錢信託所投資之投資標的的之價值將隨各投資標的的相關機構所公告或通知該基金、有價證券之每一受益單位資產淨值、投資單位或有價證券之市價及該投資標的的所生之孳息及其他應付費用（其金額悉依各投資標的的相關機構之規定之變動而變動。客戶了解並同意本行辦理特定金錢信託業務之相關交易時，可能自發行機構或交易對手取得款項作為本行收取之信託報酬。
- (3) 客戶有關投資標的的之買賣、交割、保管、投資收益及孳息之領取及有關之各項權利義務之行使（包含但不限於基金受益人、股東或債券持有人權利義務之行使等）等事宜，由本行依信託之關係全權處理，但遇發行機構或基金管理公司召開受益人會議或股東會且列有有關客戶權利行使之重大事項時，本行將即時通知客戶，依客戶指示並彙整其意見辦理。
- (4) 如按金融市場處理投資標的的之慣例或依投資標的的所應適用之相關法令規定，而發生立約人所應繳付之各項費用或稅賦，悉由客戶負擔。
- (5) 本行自投資標的的相關機構所收訖之收益為客戶信託資金帳戶之收益，客戶瞭解並同意其所投資之投資標的的之計算及分配等事宜，係依受託人提供之產品說明書所列計算方式為基礎或依投資標的的之發行機構之給付條件規定辦理。惟若收益幣別與投資標的的計價幣別不同，或受託人所同意收付之幣別或法令所規定收付之幣別與投資標的的計價幣別不同時，客戶同意授權由受託人全權處理其不同幣別間之匯兌交易，並同意受託人得與其銀行業務部門從事幣別兌換交易行為，其幣值之兌換，除另有約定外，概依照受託人作業時間實際兌換之匯率為準。信託資金因兌換所生之匯率風險悉由客戶負擔。除投資標的的之發行機構另有規定或本行另為通知者外，受託人應於接獲投資標的的之發行機構匯入款項

後，將所得款項扣除有關稅賦及相關手續費後，依內部作業程序，將該等受分配現金收益之淨額，全數自動再投資於相同之投資標的或存入客戶開立於本行之活存帳戶。客戶茲此同意本行無須另經客戶授權，即得逕依本款規定為之。

#### 6.1.9 投資標的贖回或出售款項之處理：

本行於受理客戶對投資標的贖回或出售之申請時，應依各投資標的相關機構或投資標的有關贖回或出售之規定辦理。本行在接獲投資標的相關機構入帳通知後，即依內部作業程序將所得款項於扣除有關稅賦及費用後匯入客戶指定之外幣活期存款帳戶（若為外幣特定金錢信託）或新臺幣活期存款帳戶（若為新臺幣特定金錢信託）。但若贖回款為外幣，而客戶原係以新臺幣特定金錢信託申購投資標的者，則應先將所得之外幣款項，依本行當日上午11時對該外幣之牌告買匯率兌換為新臺幣後，再依前項處理。本行為客戶從事前開買賣外匯如須客戶配合時，客戶應即予以配合，包括但不限於簽署相關之結匯書表。本行並得於客戶為配合前，暫緩款項之結匯及撥付。惟受託人未能實際收訖該等款項，受託人即無對客戶付款的義務。

#### 6.1.10 信託服務之有關費用：

- (1) 客戶同意於申購或買進投資標的時，支付本行申購或買進手續費，並按相關金融市場處理各項投資標的商品之慣例或該投資標的依應適用法令規定或市場交易規則，支付相關交易手續費及規費；於贖回或出售投資標的時，按贖回或出售之價格支付本行贖回手續費和信託管理費；於所投資基金轉換時，支付本行轉換手續費；客戶另並同意支付保管機構相關費用及受託人所有代收費用。該等費用之金額、幣別或費率依本行與客戶約定之費率表計收。客戶並同意本行得逕自贖回/出售款項或帳戶中扣抵前述各項手續費、保管費及其他必要費用(如適用)。
- (2) 該等費用如有調整，本行將通知客戶或公告於本行之營業場所，但無須經客戶同意。

#### 6.1.11 最低投資、贖回、出售、轉換金額：

本行辦理本項業務，得對每一項投資及其贖回、出售、轉換等事項，訂定最低金額之規定並制定相關作業規則，此項規定或相關作業規則一經本行通知客戶或公告於本行之營業場所或官方網站 [www.hsbc.com.tw](http://www.hsbc.com.tw)時，即生拘束客戶之效力。

#### 6.1.12 強制贖回：

- (1) 客戶依其登記註冊國、設立國、國籍國、居住國、或所在國之法令規定，客戶可能無法投資或持有某項投資標的，或依據受託人之主管機關所頒布之法令規定，受託人就某項投資標的不得辦理特定金錢信託服務，遇有上述情事，受託人有權拒絕執行客戶就投資該項投資標的所為之各項交易指示，受託人並得通知客戶終止以特定金錢信託資金投資該筆投資標的之契約及／或自動贖回客戶持有之該項投資標的，客戶同意無條件辦理。
- (2) 客戶以信託資金投資海外商品而對受託人所指示之交易行為，如疑似為洗錢之交易時，受託人除得拒絕執行客戶就投資標的所為之交易指示外，另得通知客戶終止以特定金錢信託資金投資投資標的之契約，並授權本行代客戶贖回客戶持有之全數或部分投資標的。

#### 6.1.13 投資標的相關機構之規定：

- (1) 客戶瞭解本行依客戶指示投資、贖回、出售或轉換投資標的時，僅能於各投資標的相關機構所規定之交易時間內辦理。



- (2) 客戶對投資標的之相關機構之投資作業規則，暨投資標的之每一受益權單位資產淨值、投資單位或有價證券之市價及有關費用之計算方法等，均無異議並願遵守。如投資標的之相關機構之作業規則允許其於特定情況下強制贖回或出售客戶所投資之投資標的，客戶同意屆時無條件配合辦理。對因強制贖回或出售所生之一切損失，亦概由客戶自行負擔。
- (3) 本行於接獲投資標的之或投資標的之相關機構有關增（減）資、解散、清算、變更（包含名稱、計價幣別、計算方式或投資數額等）、合併、暫停交易或暫停交割、營運困難或其他不得已事由之通知時，或投資標的之因法令限制或其發行機構之規定，致本行不能依客戶指示履行信託事項時，客戶同意配合辦理相關事務或終止是項投資，其所生之一切損益、稅捐、費用或負擔之債務概由客戶負責。

#### 6.1.14 風險揭露

根據主管機關之規範，本行在與客戶從事衍生性金融產品交易時，有義務完成告知客戶其交易所衍生之風險。據此，本行告知客戶有關本行所提供之產品和其交易時所產生的風險如下：

- (1) 客戶該項投資之各項相關風險均應由客戶自行承擔。此項投資之投資風險包括本金、利息損失之風險（即投資標的之發行機構或保證機構可能無法或及時償還本金或給付利息）、價格波動、匯兌風險、信用風險、政治風險。此外，若投資標的以外幣計價，客戶必須注意到匯率變動風險之實質影響。投資標的之過去的績效不代表未來的表現，其價格可能上揚或下跌。投資標的之任何本金保障與／或利息保證僅由投資標的之發行機構提供並僅為發行機構之風險。客戶申購投資標的之交付受託人之款項為特定金錢信託投資資金，並非存款，故無利息產生，也並不構成本行、任何滙豐集團成員之債務，亦非中央存款保險公司之理賠項目。滙豐集團未就投資標的之付款為任何保證（惟於法令允許下及本約定事項另有明示之規定外不在此限），亦未就其投資收益或盈虧為任何保證。其相關費用及稅賦亦悉由客戶負擔。
- (2) 若客戶之投資標的有存續期間的限制，但客戶欲於到期日前贖回投資標的，會產生因市場價格波動而損失投資本金之可能性，並無法由投資標的之發行機構提供之本金保障與／或最低保證投資到期收益率與／或利息保證。就本金保障與／或最低保證投資到期收益率保證與／或利息保證之條件，客戶應參閱各產品說明書以瞭解細節，且係基於其獨立之判斷而選定為此項投資。本行建議客戶在簽訂此產品合約前徵詢專業獨立之意見。

#### 6.1.15 本行之免責：

- (1) 本行受託買賣外國有價證券，因辦理交割、匯率、利率變動、或其他市場環境因素、風險而生之一切損失，或因發行公司或其相關機構，如國內外保管機構、投資顧問、證券商、簽證機構、會計師、律師等之一切作為或不作為所致之損失，本行不負任何責任。
- (2) 本行對客戶依投資標的之資料或其他有關投資標的之投資組合之資料而進行任何基金、投資單位、有價證券之購買、持有、出售、轉換或贖回等作為或不作為所蒙受或發生之任何費用、支出、負債、義務、罰款、請求、法律程序、訴訟、虧損或任何其他性質之損失，皆不負任何責任。
- (3) 客戶同意並瞭解因「本投資標的」之交易涉及國際各相關交易機構，因此各項作業及通知時間（包括交易確認、股利分配等）均可能有所延遲，若因該延遲導致客戶之損害，本行不負任何責任。

#### 6.1.16 稅則：

依現行相關稅法規定。如有須辦理扣繳或填發扣繳憑單之情形，本行將依相關規定辦理。



客戶並了解本行如辦理扣繳，並不同於客戶已履行其稅賦上之義務，客戶仍須自行依法令規定辦理稅款之申報及繳納。

#### 6.1.17 無效、不合法或無法執行：

總約定書或任何交易確認書所載之一或多項規定如被認為無效、不合法或無法執行，總約定書或任何交易確認書之其他規定不受影響。

#### 6.1.18 特別同意：

- (1) 客戶茲特別同意於本行進行投資客戶指定之投資標的前其已交付本行之信託資金，及依客戶指示贖回或出售投資標的所得款項以及因任何原因以金錢形式存在之信託財產，皆得存放於本行業務部門或其利害關係人處作為存款，或得與本行或其利害關係人為信託業法第二十五條第一項以外之其他交易。本款利害關係人之範圍依信託業法第七條規定。
- (2) 客戶特別同意本行處理信託業務人員得在處理信託業務必要範圍以及為行政、管理及行銷之目的，將客戶之往來、交易資料揭露予本行其他部門之人員。
- (3) 客戶確認並同意「結構式債券」之買賣可能經由滙豐集團所進行，滙豐集團可能承銷或買賣一種或數種「結構式債券」，且可能因該等債券之買賣而有獲利或虧損，立約人確認受託人得自滙豐集團收取費用或其他報酬。客戶瞭解並同意受託人可保有因「結構式債券」之買賣或與「結構式債券」有關之其他交易可能得到之任何費用或報酬作為其收益。

#### 6.1.19 信託終止：

如客戶擬終止與本行間之本特定金錢信託關係時，客戶應至少給予本行十四天前之書面通知，如本行擬終止與客戶間之本特定金錢信託關係時，本行應至少給予客戶三十天前之書面通知。本特定金錢信託關係一經終止時，本行將立即贖回或出售客戶信託資金所投資之全部投資標的，並應將贖回或出售所得款項扣除各項相關費用及稅賦後，返還客戶，或將該款項直接轉入客戶指定之帳戶。

### 6.2 投資國內／外共同基金特別約定事項

#### 6.2.1 贖回、出售及轉換

- (1) 客戶可就其原選定投資之投資標的，隨時指示本行贖回，或在本行選定受理之投資標的範圍內及符合本行其他規定（包括無下述第（2）項之限制），且在投資標的相關機構相關規定准許之範圍內互為轉換；但如投資標的相關機構或本行就贖回、出售或轉換之時間、數量、程序或其他相關事宜有所限制時，客戶同意依其規定辦理。
- (2) 客戶分別經由新臺幣特定金錢信託及外幣特定金錢信託所投資之投資標的或以新臺幣特定金錢信託投資國外有價證券之投資標的，即使投資標的相同或隸屬於同一家基金管理公司或有價證券發行機構，不可互為轉換。
- (3) 客戶申請基金轉換時，其轉換方式如下辦理：  
不同基金管理公司間基金之轉換方式為下列二種：
  - a. 客戶可選擇以轉出基金之約當贖回款之贖回款比例（見註一）作為轉入另一基金管理公司之基金申購總金額，但當贖回款抵償後仍有不足，客戶應於本行請求後立即償付。若客戶不為償付，客戶同意本行贖回部份或全部之轉入基金單位，並以其贖回款抵償，抵償後之餘款則存入客戶之外幣綜合存款帳戶或新臺幣活期存款帳戶。

註一：約當贖回款為轉出基金時最近一日（非營業日順延）之基金淨值或贖回價格乘以轉出基金單位數。贖回款比例之計算：除貨幣型基金為99%外，在一般狀況為90%，但在市場中價格出現大幅波動的狀況下，本行得隨時調低該贖回款比例。

- b. 本行將於轉換基金交易時先代墊該轉入基金的申購總金額，並得逕自圈存客戶之新臺幣活期存款帳戶（若為新臺幣特定金錢信託）或外幣綜合存款帳戶（若為外幣特定金錢信託）中與代墊之申購金額相等之金額（見註二）。本行俟收到轉出基金贖回款後，得以該贖回款償付先行代墊轉入基金之申購總金額。
- (a) 若轉出基金贖回金額足以支付本行代墊款，則在償付該代墊款項後解除圈存，並將剩餘之贖回款存入客戶之外幣綜合存款帳戶或新臺幣活期存款帳戶。
- (b) 若轉出基金贖回金額不足以支付本行代墊款，客戶同意本行得自該圈存金額中逕行抵償不足之數。
- (c) 若轉出基金贖回金額加上圈存金額後的總金額仍不足以支付本行代墊款，本行將通知客戶立即償付，若客戶不為償付，客戶同意本行得贖回全部或部份轉入基金單位，並以其贖回款抵償，抵償後之餘款則存入客戶之外幣綜合存款帳戶或新臺幣活期存款帳戶。

註二：圈存金額 = 轉出基金時最近一日（非營業日順延）之基金淨值或贖回價格 \* 轉出基金單位數 \* 圈存比例。圈存比例：除貨幣型基金為1%外，在一般狀況為10%，但在市場中價格出現大幅波動的狀況下，本行得隨時調高圈存比例。

#### 6.2.2 定期定額約定事項

- (1) 客戶申請辦理定期定額方式申購投資標的時，應填寫並簽署本行規定之定期定額信託申購書及相關交易文件。
- (2) 於信託期間，客戶同意授權由本行以自動扣帳方式於客戶書面指定之日期（逢非營業日則順延），自客戶所指定之設於本行之存款（新臺幣活期存款或外幣綜合存款），逕行扣除客戶指定之定額投資金額及申購手續費，以投資於客戶指定之投資標的。
- (3) 客戶若以新臺幣扣款方式為定期定額外幣特定金錢信託者，客戶同意本行有權逕行依有關外匯法令之規定，於定期定額信託之每筆扣款金額或每人同一日累積之扣款金額未逾規定之金額內，據實代客戶為結匯之相關手續及申報，就本行依本款授權所代辦結匯之手續及申報內容客戶同意悉數承認。本行對於客戶使用外匯額度之情形並無義務主動查詢，但如本行獲知客戶已經超出法令之結匯額度時，本行有權不執行其扣款之委託。
- (4) 本行於指定扣款日即進行電腦扣款作業，客戶指定之存款應於扣款之前一營業日留存足額之扣款金額，否則若因帳戶金額不足，客戶同意視為該月份不為信託投資。若扣款日有數筆扣款款項而存款餘額不足時，則以本行扣款作業處理先後順序為準，客戶不得指定或異議。
- (5) 客戶以存款扣款時，就任一投資標的之定期定額投資，若無法連續扣款達三期者，視同客戶終止該投資標的之定期定額投資扣款之意思表示，本行將立即終止其扣款服務（但其他投資標的順利扣款之定期定額投資扣款服務不受影響）。已扣款申購完畢之投資標的將繼續留存於客戶之信託資金帳戶，但客戶得依本行規定辦理該投資標的之贖回或出售。

#### 6.3 特定金錢信託投資指數股票基金（ETF）特別約定事項

### 6.3.1 ETF之申購

- (1) 本行依客戶指示為投資標的申購時，可將客戶之購買指示與本行其他客戶同一投資標的同一價格之購買指示彙集處理後，向證券商（或其代理人）提出合併投資標的總額之購買指示。若該筆購買指示經證券商（或其代理人）通知為部分成交之情形，本行將依客戶委託下單時間先後順序分配之。客戶投資標的之收益（及孳息），應依本行所定之方式，按客戶及本行其他客戶就同一標的之投資比例分配之。
- (2) 若本投資標的之交易地點在國外，則須遵守所投資外國有價證券之公司及其掛牌交易所隨時發佈之投資作業規則等。其交易執行及確認須配合國外市場當地交易時間，且由於時差關係，投資標的成交价格必須等到本行接獲證券商（或其代理人）之交易確認通知後方可確定。
- (3) 受託人應於接獲證券商（或其代理人）之交易確認通知後，憑以製發交易確認文件予客戶，客戶並瞭解各項交易確認文件僅為各外國有價證券交易確認表示，並非表彰該外國有價證券實際之市場價值。倘受託人所接獲證券商（或其代理人）之交易確認通知有誤，或因受託人作業疏失或其他原因致生錯誤時，客戶同意受託人得逕行更正並通知客戶。如受託人於客戶賣出外國有價證券後始發現錯誤時，若有溢收情事，受託人應立即返還予客戶；反之，若有不足，客戶應於受託人通知後立即將應返還受託人之款項返還予受託人。

### 6.3.2 買進預扣款項

- (1) 於客戶指示申購「本投資標的」時，受託人將以客戶限價／市價指示之預估成交之金額，加計預估之交易相關費用，進行預留扣款，惟確實之扣款金額將依實際成交金額加計交易相關費用，於接獲證券商（或其代理人）之交易確認通知後進行扣繳；以新臺幣為特定金錢信託資金投資境外ETF者，依接獲證券商（或其代理人）之交易確認通知之當日日本行上午11時對該外幣之牌告買匯率兌換為新臺幣後辦理扣帳作業；倘若本行接獲證券商（或其代理人）通知該投資交易指示未成交，該預先圈存之金額會自動解除。
- (2) 倘客戶之帳戶餘額未達前項之預扣款項時，受託人得不進行交易。
- (3) 客戶瞭解並承諾一旦申購交易確認成功，即負有交割之義務並為付款。若於受託人辦理扣款時，發生客戶之帳戶餘額不足，經受託人通知客戶補足款項但仍未補足者，受託人得逕行取消其交易，如因此致受託人受有損失，客戶並應負擔損害賠償責任。

### 6.3.3 授權扣款

客戶同意授權受託人於信託期間自客戶在各分行開設之新臺幣活期存款帳戶或外幣綜合存款帳戶逕行圈存及扣款，倘若客戶之帳戶餘額不足時，受託人得不進行交易。

### 6.3.4 取消交易

客戶須透過受託人辦理取消交易之申請，並應於指示交易下單日當日受託人受理外國有價證券交易之營業時間內依相關作業規則辦理。客戶了解取消交易之申請並不保證該筆交易已確認撤銷，受託人保留取消交易與否之權利，一旦該項交易確定成交且無法取消者，受託人即有權按實際交易內容執行後續之扣款及匯款等相關事宜。

### 6.3.5 信託服務之有關費用

- (1) 客戶同意於申購「本投資標的」時，支付本行申購手續費，於賣出時支付贖回手續費和信託保管費。

上開各項費用之金額、幣別或費率概依本行之規定計收。

(2) 客戶同意本行得逕自客戶買賣款項或帳戶中扣除上開各項手續費、保管費及費用。

(3) 第1款所示之各項費用如有調整，本行將通知客戶或公告於本行之營業場所，但無須經客戶同意。

#### 6.4 投資境外結構型商品特別約定事項

##### 6.4.1 名詞定義：

- (1) 「境外結構型商品」係指於中華民國境外發行，以固定收益商品結合連結股權、利率、匯率、指數、商品、信用事件或其他利益等衍生性金融商品之複合式商品，且以債券方式發行者。
- (2) 「產品說明書」係指發行人或總代理人就其所發行或代理之境外結構型商品，依「境外結構型商品中文產品說明書應行記載事項」所編製之中文產品說明書。
- (3) 「申購意願書」係指客戶為指示透過本服務申購境外結構型商品所簽署的文件。
- (4) 「計價貨幣」係指客戶承作此項投資商品時，根據產品說明書上所指定之幣別，也為客戶被指示應交易之貨幣別。
- (5) 「發行期間」係指發行機構為達成任一境外結構型商品之發行金額所需之時間，任一境外結構型商品發行期間由發行機構訂定之。
- (6) 「交易日」係指境外結構型商品之發行人於發行成立後，進場交易連結標的之日期。
- (7) 「扣款日」係指客戶的申購金額被受託人由新臺幣活期存款帳戶或外幣綜合存款帳戶扣款之日。
- (8) 「發行日」指境外結構型商品發行人就境外結構型商品正式發行之日。
- (9) 「到期日」係指本行與客戶約定並載於相關交易確認書之投資到期日，如該日為非營業日則為次一營業日。
- (10) 「配息率」係指境外結構型商品發行人於產品說明書內承諾在境外結構型商品發行期間所支付的年利率。
- (11) 「配息日」係指境外結構型商品發行機構產品說明書內承諾在境外結構型商品發行期間支付約定利息的時間表。
- (12) 「到期收益」係指就某一境外結構型商品於到期時客戶可得之總收益，其計算公式因境外結構型商品不同與計算方式不同而個別載於產品說明書中。
- (13) 「提前贖回」係指客戶可否在境外結構型商品存續期間內要求賣回給發行機人或發行人可否要求買回的條文內容。
- (14) 「投資人須知」係指發行人或總代理人就其發行或代理之境外結構型商品，依「境外結構型商品中文投資人須知應行記載事項」所編製之中文投資人須知。

##### 6.4.2 授權扣款：

- (1) 凡申購境外結構型商品之客戶，授權受託人在其發行期間自客戶在各分行開設之新臺幣活期存款帳戶或外幣綜合存款帳戶逕行圈存及扣款，而帳戶餘額不足時，受託人將不予進行交易。
- (2) 若遇電腦系統故障或不可抗力事故（暴動、叛亂、意外爆炸、洪水、暴風雨、天災人禍等類似之事故）致受託人無法於客戶指定之日期進行扣帳作業時，受託人無須負遲延或債務不履行之責。

##### 6.4.3 申購：

- (1) 客戶得於任一境外結構型商品之發行期間內，於符合受託人所訂之承作要件，指示受託人依本約定



事項規定承作境外結構型商品，同時客戶一旦確認申購意願，受託人有權要求客戶將投資金額連同申購手續費用存入其新臺幣活期存款帳戶或外幣綜合存款帳戶，並根據本約定事項第6.4.2條規定，執行圈存及扣款作業。惟受託人就客戶之各項境外結構型商品申購，保留是否受理的權利。

- (2) 受託人不保證客戶指定申購之任一境外結構型商品於發行期間內到達發行金額。如客戶指示申購之境外結構型商品，於發行機構指定之發行期限內因故無法發行成立時，則客戶同意就該項申購指示自動失效，受託人應即以電話通知客戶，受託人除應解除原先圈存之投資本金、申購手續費及依該產品幣別設於受託人之活期存款牌告利率計算所生之利息外，對客戶不負任何其他責任。

#### 6.4.4 取消／提前賣回／發行機構提前買回：

- (1) 發行期間取消承作客戶可於發行期間要求取消原先之申購意願。惟需填寫「境外結構型商品取消申請書」並親至或傳真至本行辦理。受託人除解除原先被圈存之投資本金及申購手續費外，自申購日起至客戶解除圈存日前一日止，仍按受託人與境外結構型商品相同幣別活期存款牌告利率計息至客戶於本行開設的新臺幣活期存款帳戶或外幣綜合存款帳戶。
- (2) 發行期間結束至境外結構型商品發行日前，不得辦理申購意願之取消。
- (3) 客戶於境外結構型商品發行後提前贖回  
除非發行機構會於產品說明書上明列接受提前贖回外，否則客戶不得於到期日前要求賣回已持有之境外結構型商品。若客戶欲於到期日前贖回已持有之境外結構型商品，需依據產品說明書上之提前贖回日始得辦理；若於非開放提前贖回日，受託人有權拒絕客戶提前贖回的請求。而有關客戶提前贖回之相關規定及條件限制，悉應以各境外結構型商品之產品說明書為準。  
提前贖回價將以開放提前賣回日當日之市場實際成交價為主，且境外結構型商品發行人將不保證其最低保證投資到期收益率與／或利息保證與／或投資本金之全數回收。
- (4) 發行機構提前贖回

若依照產品說明書約定，境外結構型商品發行人有提前贖回的權利，一旦執行時，立約人無異議接受。

## 7 黃金帳戶及黃金雙元雙利投資組合產品約定事項

### 7.1. 黃金帳戶

- (1) 黃金帳戶以非實體黃金形式簿記為限。客戶所持有之黃金單位數將以0.1盎司（計算至小數點後第二位，以下四捨五入）為單位記載於帳戶內。
- (2) 黃金帳戶不提供實體黃金存入、提取或兌換，故黃金買賣之交割係以直接對客戶之黃金帳戶及外幣綜合存款帳戶（下稱“外幣帳戶”）進行扣款或入帳之方式辦理，交割方式不接受以現金或實體黃金收付。為辦理上開扣款或入帳事宜，客戶於開立黃金帳戶時，應於本行同時開立／持有外幣帳戶。
- (3) 黃金帳戶非存款帳戶且不計付任何利息，並非屬中央存款保險公司之存款保險範圍，不享有存款保險保障，客戶需承擔本行之信用風險。
- (4) 客戶可於本行公告之黃金交易營業時間（即上午九時至下午二時）內，委託本行買賣非實體黃金，惟交易日須為台灣，香港，倫敦，以及指定買賣之外幣之主要交易所所在地等各處共同之營業日。上開交易時間如有變更，以本行網站上公告之交易時間為準。

- (5) 客戶可於本行網路查詢黃金之參考報價，亦得自分行或企業金融客服中心獲得更為即時之黃金市場價格。惟因黃金價格波動幅度較大，實際成交價格將參考國際金價計算，於客戶執行買賣當日告知，且於取得客戶確認並同意該交易價格後，始依客戶之指示進行交易。
- (6) 客戶可親臨指定分行或利用電話與客戶關係經理聯繫於本行營業日以本行開放承作之外幣進行黃金帳戶交易。客戶應以其本行開放承作之外幣帳戶進行交易，並同意授權本行得直接於客戶外幣帳戶以指定幣別扣款支付買入金額，而賣出交易所得金額將直接存入外幣帳戶，若客戶尚未開立指定交易幣別之帳戶，必須完成開立後才可承作該指定幣別之買賣交易。除另經本行同意外，每人單筆交易（包含買入及賣出）最低申購門檻為五盎司（含），最多不得超過一千盎司（含）。
- (7) 本行不提供黃金帳戶間之轉帳，亦不提供跨行之黃金匯款服務。
- (8) 各項帳戶相關費用：適用本總約定書之相關規定。

## 7.2 黃金雙元雙利投資組合產品約定事項

「黃金雙元雙利投資組合產品」包括「外幣定期存款連結黃金選擇權賣權及非實體黃金帳戶之雙元雙利投資組合產品」及「非實體黃金帳戶連結黃金選擇權買權之雙元雙利投資組合產品」（以下簡稱「本產品」）：

### 7.2.1 名詞定義

- (1) 「商品」係指本行黃金帳戶所提供之非實體黃金。
  - (2) 「申購交易確認書」係指本行所出具載有客戶指示承作本產品之計價貨幣／商品及連結貨幣／商品、承作本金、轉換金價、起始日、起息日、決算日、到期日、定存利率、黃金雙元雙利投資組合總收益率及其他相關事項之申購交易確認書。
  - (3) 「承作本金」係指客戶指示承作本產品之黃金帳戶商品或外幣定存存入金額，亦為立約人用以作為出售黃金選擇權之標的，存入商品或金額需達承作當時本行規定之最低限額。
  - (4) 「計價貨幣／商品」係指客戶指示承作本產品所選擇存入之外幣幣別／商品。
  - (5) 「連結貨幣／商品」係指客戶所指示非計價貨幣／商品之另一種外幣幣別／商品。
- 依本約定事項及申購交易確認書於到期日，本行有可能以該指定之幣別／商品支付立約人承作本金及黃金雙元雙利投資組合總收益。
- (6) 「付款貨幣／商品」係指於到期日次一營業日本行給付客戶承作本金及黃金雙元雙利投資組合總收益所採用之幣別／商品，為計價貨幣／商品或連結貨幣／商品之其一。
  - (7) 「轉換金價」係指由客戶決定依計價貨幣／商品及連結貨幣／商品之履約執行黃金價格，此價格為決算日決定付款貨幣／商品之指標價格，亦為當付款貨幣／商品為連結貨幣／商品時，於到期日次一銀行營業日應給付客戶帳戶本金及黃金雙元雙利投資組合總收益所採用之付款轉換價格。以商品為承作本金時，轉換金價定義為每0.1盎司黃金在連結貨幣／商品中的單位價格；以外幣作為承作本金時，轉換金價則指每0.1盎司黃金在承作本金之幣別計算的單位價格。
  - (8) 「黃金雙元雙利投資組合總收益率」係指定存利率（計價貨幣／商品為外幣時適用）及選擇權收益率之總和。計價貨幣／商品為黃金時並無定存利率，因此黃金雙元雙利投資組合總收益率等於選擇權收益率。
  - (9) 「黃金雙元雙利投資組合總收益」係指承作本金乘以「黃金雙元雙利投資組合總收益率」再乘以「承作天期」最後除以「基期」後所得數額之總和。

- (10)「起始日」係指本產品中黃金選擇權之承作日期，是日須為本行營業日且為相關幣別／商品之國際市場交易日。
- (11)「定存利率」係指於起始日本行計價貨幣相關存款天期之定期存款利率。（計價貨幣／商品為貨幣時適用；計價貨幣／商品為黃金時，並無定存利率）。
- (12)「決算日／決算時間」係指本產品中決定黃金選擇權是否履行之日期／時間，是日須為相關幣別／商品之市場交易日。
- (13)「決算日／決算時間黃金價格」係指申購交易確認書中約定之決算日當日特定時點之計價貨幣／商品相對於連結貨幣／商品間之市場價格。
- (14)「到期日」係指本產品及本產品承作本金定存（計價貨幣／商品為外幣時適用）之到期日。本產品將於到期日當日即終止。
- (15)「選擇權收益率」係指就客戶指示之轉換金價本行相對所提出之收益率。
- (16)「選擇權權利金」係指支付予客戶約定之選擇權收益（其金額為「選擇權收益率」乘以「承作本金」再乘以「承作天期」最後除以「基期」後所得之數額），於起始日於國際市場賣出之黃金選擇權，用以換取客戶交換付款貨幣／商品之選擇權權利金。
- (17)「基期」係指依承作計價貨幣幣別／商品之國際慣例計算利息之天數。凡英鎊、港幣、新加坡幣或任何依國際外匯交易規定為365天制之貨幣為計價貨幣時，一年以365天計，其他外幣／商品為計價貨幣／商品時均以一年360天計。
- (18)「承作天期」係指自起息日至到期日（不含）之總日曆天數，本行得限制承作天期之上下限，客戶得於該等期限內自行決定所承作之天數。
- (19)「起息日」係指本產品中定存開始生效之日，為起始日之後兩個營業日。

#### 7.2.2 產品性質

本產品係一結合商品／外幣定存（計價貨幣／商品為外幣時適用）及出售黃金選擇權之產品。客戶承作本產品，即為承作一筆黃金契約金額／外幣定存（計價貨幣／商品為外幣時適用）並於國際市場賣出黃金選擇權。於決算日／決算時間，本行依客戶於承作本產品時所定之轉換金價，決定客戶是否需履行其出售黃金選擇權賣權之義務，並依此決定付款為計價貨幣／商品或連結貨幣／商品。於到期日時，本行將先計算客戶承作本金、黃金雙元雙利投資組合總收益，再依決算日決定之付款幣別／商品給付承作本金及黃金雙元雙利投資組合總收益，並將於到期日後次一銀行營業日自動轉入客戶之外幣綜合存款帳戶。

#### 7.2.3 承作須知

本黃金雙元雙利投資組合約定事項為客戶從事「黃金雙元雙利投資組合」交易之總約定書，客戶從事各項此種交易之實際內容應以其相關之申購交易確認書等各項交易憑證內容為主。該等申購交易確認書等交易憑證之內容，亦構成客戶與本行間就黃金雙元雙利投資組合約定事項之一部分。

#### 7.2.4 本產品承作流程如下：

- (1) 本行完成確認客戶基本資料後，客戶須指示計價貨幣／商品、承作天期、以及連結貨幣／商品，並自行決定適合之轉換金價。
- (2) 依照客戶所指示之計價貨幣／商品、存入金額、承作天期、連結貨幣／商品以及轉換金價、決算日及到

期日，本行將列印申購黃金雙元雙利投資組合申購交易確認書一份交由客戶簽署或蓋章並交由本行備查及辦理後續扣款作業。本行於辦理扣款作業時，若因客戶帳款不足，以致於無法扣款時，客戶應承擔相關法律責任，及因無法完成此交易所產生之一切費用及損失。客戶並同意本行有權得自客戶於本行開立之帳戶中逕行扣款。

- (3) 客戶申購資料經由交易系統送出後，此交易視同完成。交易完成後，即不接受客戶刪除下單或修改交易內容。
- (4) 申購交易確認書上所載之產品條件為最終產品交易條件，客戶應妥善保存此申購交易確認書。
- (5) 客戶與本行完成上述流程時，即為本產品之起始日。

#### 7.2.5 收益計算：

本產品之總收益採定存利率（計價貨幣／商品為外幣時適用）與選擇權收益率之總合進行計算，除法令或合約另有規定外，本產品之計算收益天數照實際承作天數計算，總收益僅計算至決算日止。本產品無論幣別為何，皆按單利以計價貨幣計算，並依本產品之承作天期按起始日本行定存利率（計價貨幣／商品為外幣時適用）與選擇權收益率之總合計算總收益，總收益將一併於到期日次一銀行營業日給付。如依約於到期日付款幣別／商品為連結貨幣／商品時，仍依計價貨幣為主之承作本金先行計息（計價貨幣／商品為外幣時適用），再將承作本金及黃金雙元雙利投資組合總收益之總額全數按轉換金價轉換為連結貨幣後給付客戶。

#### 7.2.6 執行方式：

以客戶於起始日所指示之轉換金價為主，與決算日決算時間金價相較，若以轉換金價計算每一單位計價貨幣／商品可兌換之等值連結貨幣／商品金額，小於以決算日決算時間金價計算每一單位計價貨幣／商品可兌換之等值連結貨幣／商品金額，則到期日之付款貨幣／商品為連結貨幣／商品，反之，若以轉換金價計算每一單位計價貨幣／商品可兌換之等值連結貨幣／商品金額，大於或等於以決算日決算時間金價計算每一單位計價貨幣／商品可兌換之等值連結貨幣／商品金額，則到期日之付款貨幣／商品為計價貨幣／商品。

#### 7.2.7 承作本金及黃金雙元雙利投資組合總收益之給付：

- (1) 本行應於到期日（如非銀行營業日則順延至次一銀行營業日），依前述規定之付款貨幣幣別／商品（計價貨幣／商品或連結貨幣／商品之一）向客戶給付承作本金及黃金雙元雙利投資組合總收益金額；到期日當日若遇電腦系統故障或不可抗力之事故（暴動、叛亂、意外爆炸、洪水、暴風雨、天災人禍等類似之事故）致本行無法於該日給付時，本行將順延至障礙事由排除後之次營業日給付，並按約定之定存利率計付上述障礙事由存續期間之利息（計價貨幣／商品為外幣時適用）。惟選擇權收益僅計算至決算日為止。
- (2) 前項帳戶之本金及黃金雙元雙利投資組合總收益將由本行於到期日次一銀行營業日直接轉入客戶於本行所開立相同幣別之外幣綜合存款帳戶／黃金帳戶內。到期日與轉入客戶帳戶日期之間不予計息。

#### 7.2.8 提前解約：

- (1) 除各別交易另有約定者外，本產品允許客戶於到期日前於規定時間內辦理提前解約。客戶要求本產品提前解約時，可取回之餘額應依「提前解約領回總額計算公式」規定計算辦理。客戶應瞭解提前解約應承擔產品市場價格波動之風險及可能產生之相關費用。



「提前解約領回總額計算公式」為：承作本金+定存提前解約應付利息(計價貨幣／商品為外幣時適用)+選擇權收益之損益部分-提前解約手續費。提前解約手續費之計算方式為：承作本金乘以0.2%。

- (2) 但如本行收到法院或行政執行機關對客戶對本行債權之執行（收取、支付轉給）命令時，本行有權逕就本產品辦理提前解約並依該相關執行命令之規定辦理。客戶應瞭解提前解約應承擔產品市場價格波動之風險及可能產生之相關費用，可取回之餘額應依「提前解約領回總額計算公式」規定計算辦理。
- (3) 倘若因本行修訂或增訂本黃金雙元雙利投資組合產品之約定事項及相關作業程序，立約人得於收受（或視為收受）本行書面通知後七日內為異議表示，並通知本行依本黃金雙元雙利投資組合約定事項規定，辦理提前解約。惟本行同意給付予客戶之定存提前解約應付利息(計價貨幣／商品為外幣時適用)，將免按金管會頒布之「定期存款質借及中途解約辦法」予打折計算而係全數計息給付，其解約手續費得以免收，惟客戶仍需承擔因提前解約所產生之市場價格波動風險及可能產生的相關費用，可取回之餘額應依「提前解約領回總額計算公式」規定計算辦理。
- (4) 本產品提前解約其黃金雙元雙利投資組合總收益率僅計算至提前解約日前一日，即自提前解約日至解約款項入帳日止不計算黃金雙元雙利投資組合總收益率，其間亦不會產生活期存款利息收入。
- (5) 本產品提前解約可領回總金額於提前解約日次二個銀行營業日營業時間截止前依客戶入帳指示匯入指示帳號。

#### 7.2.9 本產品續作：

本產品到期不得繼續承作。但當本產品到期後，客戶可以本行約定之方式另行承作本產品。

#### 7.2.10 質借：

本產品之定存（計價貨幣／商品為外幣時適用）不得以任何方式轉移、設定負擔或設定質權予他人或向本行辦理質借。

#### 7.2.11 其他約定事項

- (1) 本行得隨時修訂本黃金雙元雙利投資組合產品約定事項及相關作業程序。倘該修訂之內容影響本產品之收益計算及費用收取者，本行應以書面通知客戶，客戶於通知送達後七日內不為異議者，視同承認該修訂約款，客戶如有異議，應於該異議期間內通知本行依本黃金雙元雙利投資組合約定事項規定，辦理提前解約。
- (2) 客戶須於完成簽署本約定書且完成相關開戶流程後方得進行承作作業。
- (3) 客戶與本行往來期間，若發生假扣押、假處分、強制執行、有疑似洗錢不法使用、警示帳戶或違反本行犯罪偵測及調查規定等情事，本行得提前解約並依相關法令辦理。
- (4) 有關黃金買賣交易之報價，其價格係包含銀行提供服務的管銷成本。
- (5) 客戶應於投資本產品前，於本行完成開立相關投資幣別之帳戶且應存入足額款項，否則本行得不進行交易。
- (7) 黃金帳戶不計任何利息，且非屬中央存款保險公司之存款保險範圍，客戶需承擔本行之信用風險。
- (8) 本行對客戶就本產品之申購，保留接受與否之權利。
- (9) 其他未盡事宜，悉依相關法規及本行業務規定辦理。本約定事項將來如因法令或本行規定變更有與新規定牴觸時，應依新規定辦理。

#### 7.2.12 黃金帳戶及黃金雙元雙利投資組合產品之風險揭露

- (1) 客戶明瞭黃金雙元雙利投資組合產品與黃金帳戶皆非一般存款而係一項投資，故存有投資風險，不屬於中央存款保險公司之理賠項目，亦沒有本行或任何關係企業之保證。黃金業務無孳息，國際金價亦有漲跌，因此可能侵蝕所投資之本金。
- (2) 國際黃金價格將有波動漲跌，投資、買賣黃金可能產生價格收益或投資本金損失。立約人應自行判斷投資時機及承擔各項投資風險（包含但不限於黃金價值波動、外匯兌換限制及損失）。客戶了解其就本帳戶所為之各項交易須依其知識、經驗及獨立判斷為之，本行不對客戶之交易決定負任何責任。
- (3) 客戶了解因不可歸責於本行之事由，如天災、暴動、戰爭等事變或不可抗力，或因國際政經情事重大變化，或有國際交易慣例無法履約之情事（包括但不限於國際換匯交易及衍生性商品協會[ISDA]相關交易規章及合約規範中定義之市場中斷事由如黃金報價來源中斷、交易暫停受限、市場上無參考報價等因素，或因政府法令變更等，導致相關市場中斷或干擾，以致造成黃金延遲報價、交易中斷或交割受阻，使本行無法或延遲給付時，客戶同意本行不需對客戶負任何責任。
- (4) 客戶在進行此投資前，已熟悉本產品的內容，且認為此產品適合客戶的財務狀況及投資目標，客戶亦完全了解此交易的財務風險和益處，以及涉及的法律、財務、會計風險和後果。客戶在評估後，認為此交易與客戶投資目標相符，並可承擔可能的風險，且已諮詢客戶之會計、財務顧問或客戶認為合適的相關顧問。
- (5) 如所承作之本產品到期依約須以連結貨幣／商品給付時，本行係以客戶同意之約定轉換金價就承作幣別本金為基準轉換成連結貨幣／商品支付客戶。客戶知悉此種轉換並非侵蝕原承作幣別之本金而係依照客戶同意之約定為轉換，惟客戶了解其必須承受匯兌損失之風險。
- (6) 本產品除連結貨幣選擇權之雙元雙利投資組合之既有風險外，尚有黃金之商品價格於國際市場上波動之風險，客戶應充分了解並獨立判斷任何交易決定。

# Investment Products

## 1 Priority of Application

Regarding the purchase of Investment Products by the Customer, the terms and conditions of this section shall apply first except otherwise provided by laws or regulations or otherwise agreed in individual transaction documentation (including but not limit to product prospectus, risk disclosure statement and customer brochure, investor guidance and trade confirmation). Matters not provided herein shall be governed by other terms and conditions of the Master Agreement. In case there is any discrepancy between this clause or Master Agreement and respective transaction documentation, the content of respective transaction documentation shall prevail.

## 2 Investment

- 2.1 Investment Product is different from traditional bank deposits, and is not insured under deposit insurance. The Customer shall understand that the Product may bring higher amount of potential yield than that from traditional bank deposits, and that the potential yield is not guaranteed given that the Products involve various risks.
- 2.2 The Customer shall consider its own investment portfolio plan to avoid excessive investment on single investment product, so as to avoid over-exposure to a single investment risk.
- 2.3 The Customer shall not sell, assign, pledge, or create any other encumbrance or preferential rights on, its rights or benefits of the Product to any third party.
- 2.4 The Customer shall not only rely on the information or any other information provided by the Bank to make the investment, but shall decide whether to invest in the Product based on its own investigation. If there is any doubt in making investment in the Products, the Customer shall seek advices from its own financial, accounting, tax or legal consultants. The Customer does not rely on or accept the advice or recommendation of the Bank or any other member of HSBC Group when making the investment decision.
- 2.5 The Customer shall perform all necessary procedures in accordance with relevant laws and regulations and its internal rules such as its Articles of Incorporation, and obtain the required authorization to purchase or invest in the Products.
- 2.6 **The Customer understands and agrees that the Letter of Intent/Indicative Term Sheet of the Investment Products may be made by fax. The Customer hereby agrees to bear the risk of forgery in the signature and/or chop contained in the fax, and/or the risk associated with failure to distinguish forged signature or chop resulting from the alteration in the size, shape**

**or clarity of the character during the transmission.**

- 2.7 Citizens of the United States, residents of the United States or persons holding permanent residency in the United States, companies incorporated under the law of the United States, subsidiaries or sub-entities of foreign companies in the United States, person who was elected to be treated as a U.S. Tax Resident, person who should be considered as U.S. Person (hereafter as "USP") in accordance with relevant US regulations (including but not limited to the interpretation of Regulation S of 1933 Securities Act of the United States or other regulations), shall not invest in Investment Product.
- 2.8 (1) The Customer declares and certifies that the Customer does not have the above-mentioned status as a USP at the time of the transaction. If the Bank has reason-to-know and believe that the Customer may or may have changed the status to the above-mentioned USP, the Bank shall contact the Customer to clarify, and the Customer shall inform the facts accordingly. The Investment Products may otherwise be terminated if the Customer fails to inform or falsely inform the Bank of the mentioned information.
- (2) The Customer represents that upon becoming a U.S. citizen or resident, a person holding permanent residency in the United States, a company incorporated under the laws of the United States, a subsidiary or sub-entity of foreign company in the United States, person who was elected to be treated as a U.S. Tax Resident, person who should be considered as USP in accordance with relevant US regulations (including but not limited to the interpretation of Regulation S of 1933 Securities Act of the United States or other regulations), the Customer should immediately notify the Bank of such change. The Customer shall also present and provide the required documents to the Bank in accordance with the relevant US tax laws. If the Customer fails to fulfill the above obligations, the Customer agrees to the follows:
- (i) Compensation for any expenses, losses, fines or any other similar payments that may be incurred by the Bank for the compliance/ non-compliance with the relevant US taxation laws;
  - (ii) The Bank may suspend or terminate the Investment Products and may redeem/dispose of the entire investment assets held by the Customer.
- (3) The Customer understands and explicitly agrees that the Bank will not apply any tax treaty preferential withholding tax rate on investment gains/interests/dividends/debt interest/profits upon tax reporting (regardless whether the Customers claim to be entitled to the benefit when the relevant form is provided) and the highest withholding rate of non-USP will always apply.
- (4) In order to comply with the tax regulations of the US Treasury, the Customer must fill in the English version of the US Tax Form (W-8BEN-E), which should be updated regularly and valid for the US tax law or the Bank's requirements. If the Customer incurs any change in circumstances (CiC) for the tax status, the Customer shall immediately notify the Bank and provide the latest US Tax Form (W-9 or W-8BEN-E). If the document provided by the Customer becomes invalid or expired, the Customer is obligated to provide the latest document to the Bank immediately upon notification. If the Customer fails to provide the



updated document immediately, the Bank would impose maximum withholding rate according to the tax regulations of the US Treasury and charge any cost incurred for such CiC.

- (5) The Customer agrees to indemnify and hold harmless of the Bank for any damages and/or losses the Bank suffers resulting from the inaccurate or inconsistent contents in the relevant document provided by the Customer.

### 3 Risk Disclosure

The risks mentioned below above are only examples which do not fully describe all of the transaction risks and all of the factors to affect market prices. Thus, the Customer shall fully understand the nature of the Products and relevant financial, accounting, tax and legal matters. The Customer shall also consider the suitability of the transaction in light of its financial conditions and the ability of taking risks prior to entering into each transaction.

- 3.1 Return Risk: During investment period of the Product, the Customer may obtain different return due to variation of the linked target. Moreover, there shall be no guarantee that return of this Product will be higher than other investment products. If the Product does not perform well during the investment period, the Customer may only obtain lower or even zero return, and the original investment amount may be damaged.
- 3.2 Credit Risk: The Product is not traditional bank deposit, but an investment. It is not insured by the deposit insurance. The Customer shall bear the credit risk of the Bank and issuers of relevant bonds. The Bank shall provide the bond issued or guaranteed by an issuer or a guarantee institution with the rating at least in compliance with the authorities' mandatory standard to the Customer to decrease credit risk.
- 3.3 Interest Rate Risk: After issuance of the Products, the mark to market value during the term of such Products will be affected by fluctuation of the interest rate on the denominated currency. If the interest rate of the relevant currency goes up, the market price of the Product may go down and may damage original investment amount; and if the interest rate of the relevant currency goes down, the market price of the Product may go up and may be higher than original investment amount.
- 3.4 Market Risk: The market factors that may affect the performance of the linked Target include political and economic environment, commercial conditions, emotion and confidence of the Customer. These factors may appear in either local or global market.
- 3.5 Liquidity Risk: The Product could be a structured product. The Customer shall not assign the Product to any third party. The Customer may not early terminate relevant transaction contract without prior consent of the Bank and shall bear all costs, expenses, losses as a result of such termination and the risk of not being able to retrieve the investment principal in full. Therefore, the Customer shall consider the liquidity risk.

- 3.6 Foreign Exchange Risk: The Product may be a investment product denominated in a foreign currency. If the Customer invests the Products by converting other currency into the denominated currency at the beginning of its investment, it shall be aware of the foreign exchange risk arising from converting back to such other currency when receiving the principal and interest.
- 3.7 Reinvestment Risk Upon Early Termination: If the Customer intends to early terminate relevant contract in relation to the Products or the Product is early terminated due to occurrence of a early termination event, it may encounter reinvestment risk that the next investment target may not provide the same profit as the current Product.
- 3.8 Country Risk: The Customer will suffer losses if there is war or other force majeure events in the country where the issuer of the Product is registered.
- 3.9 Settlement Risk: If relevant settlement rules are changed due to emergency condition, market variations or holidays in the country where the issuer of the Product is registered, the exchanges to which the linked target is linked, or the places where the clearing or the settlement institution is located, the relevant settlement may not be able to proceed or may be delayed temporarily.
- 3.10 Risks Affected by the Linked Target: If the linked target shall be replaced due to special factors, the calculation agent may select an appropriate replacement for such linked target in good faith.
- 3.11 Inflation Risk: Inflation will cause the decrease of the actual revenues of the Product.
- 3.12 Taxation Risk: In the event that a withholding tax is required on the monetary payment of the Product according to applicable laws and regulations, such tax will be withheld by the Bank when making the payment. If there is any amendment to the tax laws and regulations in the future, the taxation imposed on the Customer shall be handled in accordance such relevant laws and regulations.

## 4 Severability

If any provision of the Master Agreement becomes invalid because of any violation of laws or regulations, such provision shall be superseded and replaced by the related laws or regulations. If such provision cannot be superseded or replaced by the related laws or regulations in any form or method, such provision shall be deemed to be deleted from the Master Agreement, and the remainder of the Master Agreement shall remain in effect.

## 5 Investment in Structured Deposit ("SD") and Super Yield Investment ("SYI") and Related Services

### 5.1 General Terms and Conditions:

When the Customer makes an investment in any structured product, except as otherwise agreed in individual transactions (including but not limited to product prospectus, risk disclosure statement and customer brochure, the following provisions shall be applied. Matters not provided

herein below shall be governed by other terms and conditions of the Master Agreement.

5.1.1 Investment procedures: Investment in any structured products shall be made in accordance with the following procedures:

- (1) The Customer may, in accordance with our related provisions, make the investment in person, through the telephone banking service system or any other ways agreed upon by the Bank and the Customer. However, the Bank reserves the right whether providing the service to the Customer or not.
- (2) A sufficient amount for the investment shall be deposited in the designated investment/base currency into the account opened in the Bank by the Customer. If the investment was made in a currency other than the designated investment/base currency, such amount, after deducting related foreign exchange charges, shall not be less than the designated investment amount in the investment/base currency. If the deposit currency is New Taiwan Dollar, the Customer shall be responsible for any and all procedures relating to foreign currency exchange and settlement.

5.1.2 Risk Disclosure:

The return payable to the Customer based on the structured products shall be made in the Investment Currency / Base Currency; provided, however, it is not guaranteed that the investment principal and the total return shall be returned to the Customer in the Base Currency for Super Yield Investment. The Customer shall bear the foreign exchange risk. Structured product is a derivative product based on interest rates, foreign exchange rates, securities, indices, commodities, credit events and other transaction documents. The investment risks include the transfer risk of the principal, interest rate risk, liquidity risk, foreign exchange risk, taxation risk, early withdrawal risk, and risk of changes on commodity terms. Under certain specific market conditions, the Customer may sustain substantial gains or losses. The Customer understands that upon the maturity of the investment, the Bank has the right to pay the total return of the structured product in either the Linked Currency or the Base Currency. Prior to each transaction, the Customer shall consider the suitability of the transaction in light of the individual financial conditions, experience and objectives.

In one word, the Customer shall not only examine his/her personal financial conditions and the ability of taking risks but also make individual assessment (independent from the Bank or its affiliates) of the economic, financial risks and returns relating to the transaction and the related legal, financial, tax and accounting issues and potential consequence.

5.1.3 Investment in any Structured products is not insured under deposit insurance by the Central Deposit Insurance Corp.

5.1.4 While any structured products the Customer has undertaken with the Bank is early withdrawn/terminated or becomes due, the Bank will deduct and withhold the withholding tax in accordance with relevant tax laws and regulations from the net income generated during the life time of the transaction. The Customer itself shall be responsible for reporting such income to the

tax authorities if such income shall be consolidated into the tax return filing. The Bank has no obligations of reporting such income on behalf of the Customer.

#### 5.1.5 Customer Classification

When the Customer engages in Products with the Bank, the Bank will implement the Customer Classification mechanism in accordance with relevant laws and regulations, and pursuant to which the customers will be categorized as "Professional Investor" or "General Investor" based on customer's asset size and other criteria. The Customer agrees that the sales and operation process applied to him/her may be different from those applied to other customers due to the Customer Classification.

### 5.2 Terms and Conditions Concerning the Structured Deposit ("SD")

#### 5.2.1 Definition:

- (1) "Investment Amount" means the amount of the principal specified in accordance with the Confirmation Letter and denominated in the Investment Currency.
- (2) "Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for business (including foreign exchange and foreign currency deposits) in the Republic of China and the principal banking center of the country of the Investment Currency.
- (3) "Letter of Intent" means a subscription letter signed and consented by the Customer for each investment that the Bank has made available to the Customer in accordance with the terms and conditions concerning SD.
- (4) "Confirmation Letter" means a separate confirmation issued by the Bank to the Customer in respect of each investment made subject to terms and conditions concerning SD.
- (5) "Investment Currency" means the currency deposited by the Customer, received by the Bank and specified in the Confirmation Letter.
- (6) "Value Date" means the Business Day specified in the Confirmation Letter as the date the Investment Amount to be deposited in the Bank in accordance with the terms and conditions concerning SD.
- (7) "Fixing Time" means the time in the Fixing Date specified in the Confirmation Letter that the Bank shall determine, in accordance with the terms and conditions concerning SD, whether to exercise the option on behalf of the Customer.
- (8) "Fixing Date" means the date specified in the Confirmation Letter that the Bank shall determine, in accordance with the terms and conditions concerning SD, whether to exercise the option on behalf of the Customer at or about the Fixing Time.
- (9) "Interest Period" means the period from the Value Date (included) to the Maturity Date (excluded) as specified in the Confirmation Letter.
- (10) "Interest Rate" means the interest rate specified in the Confirmation Letter.
- (11) "Interest Accruing Days" means the number of days that the interest is accrued in the relevant year, calculated in accordance with the number of days that the investment may accrue interest in a calendar year.



- (12) "Maturity Date" means the maturity date of the investment as agreed upon by the Bank and the Customer and set out in the Confirmation Letter, or, if such date is not a Business Day, the next Business Day.
- (13) "Maturity Value" means the sum payable on Maturity Date in the Investment Currency.
- (14) "Investment Return" means the sum representing the return of the investment calculated and payable in accordance with the terms and conditions concerning SD and the terms of the Confirmation Letter.

#### 5.2.2 Investment:

- (1) The investment shall be made in the currency agreed by the Bank. The Bank may, with respect to the investment Currency and other relevant matters, insert and specify other conditions that the Bank deems necessary in the relevant Confirmation Letter.
- (2) The terms and conditions of each investment shall comply with the provisions of the Confirmation Letter of such investment. The Confirmation Letter of each investment, together with the terms and conditions concerning SD shall consist a single agreement between the Bank and the Customer. In case of any discrepancy between the Confirmation Letter and the terms and conditions concerning SD, the provisions of the Confirmation Letter shall prevail.
- (3) The types of options that may be linked to the Structured Deposit include:
- i) Currency Option
  - ii) Interest Rate Option
  - iii) Equity Option
  - iv) Equity Index Option
  - v) Commodity Option
  - vi) Other underlying that may be linked in accordance with the regulations of competent authorities
- (4) The Bank reserves the right to accept investments.

#### 5.2.3 Payment Upon Maturity:

On the Maturity Date, the Bank shall deposit the relevant amount payable (if any) under the relevant Confirmation Letters into Customer's account at the Bank designated in writing by the Customer (in the event that no designation had been made, the Bank shall have the sole discretion in determining the account to be deposited in). In the event that the Maturity Date or a payment date specified in the Confirmation Letter is not a Business Day, the Bank shall make the payment on the next Business Day following the Maturity Date or the payment date.

#### 5.2.4 Early Withdrawal:

Unless otherwise agreed by both parties, the Customer shall not execute the early withdrawal

prior to the Maturity Date.

#### 5.2.5 Pledge:

The Customer shall not transfer or assign the Products to any third parties without prior written consent from the Bank. Whether the subject product may be pledged shall depend on the relevant operational rules of the Bank.

### 5.3 Terms & Conditions Concerning Super Yield Investment ("SYI")

#### 5.3.1 Definitions:

- (1) "Foreign Currency" means the foreign currencies available in multi-currency accounts with the Bank.
- (2) "Indicative Term Sheet" means the application signed by the Customer to purchase the subject product, specifying the Customer's personal information and the basic contents of the subject product.
- (3) "Final Confirmation" means the confirmation issued by the Bank specifying Customer's instruction with respect to the Base Currency, Linked Currency, Principal Amount, Conversion Rate, Start Date, Value Date, Fixing Date, Maturity Date, Time Deposit Interest Rate, Super Yield Investment All-In Rate and other related items.
- (4) "Principal Amount" means the amount of foreign currency time deposit made by the Customer for making investment in the subject product, as well as the object for the sale of the foreign currency option. The Principal Amount should meet the minimum requirement prescribed by the Bank.
- (5) "Base Currency" means the foreign currency selected by the Customer for the investment in the subject product.
- (6) "Linked Currency" means the foreign currency instructed by the Customer other than the Base Currency. On the Maturity Date, in accordance with the terms and conditions concerning SYI and Final Confirmation, the Bank may pay the Principal Amount and Super Yield Investment All-In Interest in such instructed currency to the Customer.
- (7) "Payment Currency" means the payment currency in which, on the next Business Day following the Maturity Date, the Bank shall pay the Principal Amount and Super Yield Investment All-In Interest to the Customer. Such currency shall be either the Base Currency or the Linked Currency.
- (8) "Conversion Rate" means the execution rate between the Base Currency and Linked Currency determined by the Customer. This rate shall be the conversion standard to determine the Payment Currency on the Fixing Date, and, as the case may be, the conversion rate for paying the Principal Amount and the Super Yield Investment All-In Interest on the next Business Day following the Maturity Date if the Payment Currency is the Linked Currency.
- (9) "Start Date" means the investment date for the foreign currency option of the subject product, which shall be a Business Day of the Bank and a trading day of the international foreign

exchange market for the related foreign currency.

- (10) "Fixing Date/Fixing Time" means the Fixing date/time for determining whether to execute the foreign currency option, which shall be a trading day/time of the international foreign exchange market for the related foreign currency.
- (11) "Maturity Date" means the maturity date of the subject product and the time deposit of the Principal amount/Investment Amount of the subject product. The subject product shall be expired on the Maturity Date.
- (12) "Exchange Rate on Fixing Date/Time" means the market exchange rate of the Base Currency against the Linked Currency at the specific time on the Fixing Date set forth in the Final Confirmation.
- (13) "Time Deposit Interest Rate" means the board interest rate of the time deposit for the relevant tenor in Base Currency with the Bank on the Start Date.
- (14) "Option Premium Rate" means the rate of return provided by the Bank based on the Conversion Rate instructed by the Customer.
- (15) "Option Premium Amount" means the agreed option premium to be paid to the Customer, which shall be calculated based on the Option Premium Rate multiplies by the Principal Amount and the Investment Period and divided by the number of days in the Base Period. Such premium is to sell a foreign currency option in the International Foreign Exchange market on the Start Date in order to exchange the payment made by the Customer in Payment Currency.
- (16) "Super Yield Investment All-In Rate" means the sum of the Time Deposit Interest Rate and the Option Premium Rate.
- (17) "Super Yield Investment All-In Interest" means the result that equals to the Principal Amount multiplied by the Super Yield Investment All-In Rate and the number of days of Investment Period and then divided by the number of days in the Base Period.
- (18) "Base Period" means the international customary number of days for interest calculation in Base Currency. British pounds, Hong Kong dollars, Singapore dollars and any other currency which in accordance with the rules of the international foreign exchange shall have 365 days a year for interest calculation shall be calculated on the basis of 365 days per annum. All other foreign currencies shall be calculated on the basis of 360 days per annum.
- (19) "Investment Period" means the total number of days from the Value Date to the Maturity Date (exclusive). The Bank may have the right to set the minimum and maximum number of days and the Customer may decide the number of days within such limits.
- (20) "Business Day" means a day (other than Saturday or Sunday) on which commercial banks within the territory of the Republic of China and in the principal financial center of the country of the Base Currency are open for business (including foreign exchange and foreign currency deposits business).
- (21) "Value Date" means the start date of the time deposit, on which shall be two Business Days

following the Start Date.

#### 5.3.2 Product Characteristics:

The subject product is a combination of a foreign currency time deposit and a foreign currency option. When the Customer invests in the subject product, the Customer invests in a foreign currency time deposit and sells a foreign currency option in the international foreign exchange market. On the Fixing Day/ Time, the Bank shall, in accordance with the Conversion Rate set forth by the Customer when investing in the subject product, determine if the Customer shall perform the obligation under the foreign currency option and decide whether the Payment Currency shall be the Base Currency or the Linked Currency. On the Maturity Date, the Bank shall calculate Customer's Principal Amount and the Super Yield Investment All-In Interest, and make the payment in the currency determined on the Fixing Date as the Payment Currency. On the next Business Day following the Maturity Day, the Bank shall automatically deposit the Principal Amount and Super Yield Investment All-In Interest in the Payment Currency into Customer's multi-currency demand deposit account.

#### 5.3.3 Investment Procedure:

**The terms and conditions Concerning Super Yield Investment is the agreement governing the Super Yield Investment made by the Customer. The actual transactions concerning such**

**investment shall be subject to the transaction documents of such transactions, such as the Indicative Term Sheet and Final Confirmation. The foresaid transaction documents, such as Indicative Term Sheet and Final Confirmation, also constitute a part of the terms and conditions concerning Super Yield Investment between the Bank and Customer. The investment procedures of the subject product are as follows:**

- (1) Subsequent to the Bank's confirmation of the Customer's basic information, the Customer shall instruct the Base Currency, Investment Period and the Linked Currency and determine the applicable Conversion Rate.**
- (2) According to the Base Currency, Principal Amount, Investment Period, Linked Currency and Conversion Rate instructed by the Customer, the Bank shall inform the Customer Super Yield Investment All-In Rate for reference and confirm the Fixing Date and Maturity Date. After the Customer confirms the transaction and then the subscription information is sent out by the transaction system, the transaction is deemed complete. After the transaction is finished, no deletion or amendment of orders asked by the Customer is allowed and accepted.**
- (3) If the debit transaction cannot be processed due to insufficient fund in the Customer's account, the Customer shall undertake the related legal liabilities and costs of unwinding such transaction, and the Bank has the right to debit the payment due from the Customer's account(s).**
- (4) After the completion of the transaction, the Bank will confirm the final details of the**



transaction with the Customer through the Final Confirmation. The product terms specified in the Final Confirmation are the final transaction terms of the subject product. The Customer shall properly keep the Final Confirmation.

- (5) Upon completion of the above procedures by the Customer, the completion day shall be the Start Day of the subject product.

**.5.3.4 Calculation of SYI All-In Interest:**

The All-In Interest of the subject product shall be calculated based on the sum of the Time Deposit Interest Rate and Option Premium Rate. Unless otherwise provided by the laws or regulations or this Master Agreement, the calculable interest accruing days shall be in accordance with the actual days of the time deposit period of the investment. Regardless of the currency of the subject product, the All-In Interest of this product shall be the sum of the

Bank's board Interest Rate of Time Deposit and the Option Premium Rate calculated with simple interest in the Base Currency and in accordance with the Investment Period from the

Start Date. The All-In Interest shall be payable on the Business Day following the Maturity Date. If the Payment Currency in accordance with the agreement on the Maturity Date is the

Linked Currency, the total conversion amount shall be handled according to the Final Confirmation.

**5.3.5 Exercise:**

Comparing the Exchange Rate on Fixing Date/Time with the Conversion Rate designated by the Customer on the Start Date, the Payment Currency on the Maturity Date shall be the Linked Currency if the equivalent amount in Linked Currency convertible from the Base Currency at the Conversion Rate is less than the one convertible from the Base Currency at the Exchange Rate on the Fixing Date/Time. On the contrary, if the equivalent amount in Linked Currency convertible from the Base Currency at the Conversion Rate is more than the

one convertible from the Base Currency at the Exchange Rate on the Fixing Date/Time, the Payment Currency on the Maturity Date shall be the Base Currency.

**5.3.6 Payment Method of the Principal Amount and Super Yield Investment All-In Interest:**

- (1) On the Maturity Date (or the following Business Day if it is not a Business Day), the Bank shall pay to the Customer in Payment Currency (either in Base Currency or Linked Currency) the Principal Amount and Super Yield Investment All-In Interest. In the event of a failure of the computer system or an occurrence of other force majeure (riot, sedition, accidental explosion, flood, hurricane and other acts of God or similar incidences) on the Maturity Date resulting in the Bank's failure to make the payment on that day, the Bank shall pay on the next Business Day following the removal of such

obstacle, including the time deposit interest rate for the duration of the obstacle additionally, except that the Option Premium shall be calculated only until the Fixing Date.

- (2) The Principal Amount and Super Yield Investment All-In Interest shall be transferred by the Bank on the next Business Day following the Maturity Date of the time deposit in the Payment Currency into the multi-currency demand deposit account of the Customer opened in the Bank. No interest shall accrue between the Maturity Date and the day the transfer is made.

#### 5.3.7 Early withdrawal:

- (1) Except as otherwise agreed in individual transactions, the subject product allows the Customer to execute the early withdrawal during the provided time prior to the maturity Date. When demanding the Early Withdrawal, the amount the Customer may receive shall be calculated in accordance with the "formula of calculating total amount received under Early Withdrawal".

The Customer shall realize the risk of market price fluctuation of the product and possible relevant charges when executing Early Withdrawal. The "formula of calculating total amount received under Early Withdrawal" is: Principal Amount + Interest payable accruing from Early withdrawal + Gain or loss on Option Premium - Early Withdrawal Fee  
Early Withdrawal Fee: Principal Amount x 0.2%

- (2) Notwithstanding the foregoing, in the event that the Bank receives an execution order (including the order to collect, pay or transfer) from the court or administrative execution agency against the Customer, the Bank shall have the right to execute Early withdrawal to the subject product in accordance with the relevant execution order prior to the Maturity Date.

The Customer should realize the risk of market price fluctuation of the product and possible relevant charges when executing Early Withdrawal. The amount the Customer may receive shall be calculated in accordance with the "formula of calculating total amount received under Early Withdrawal".

- (3) In case the Bank amends or supplements the terms and conditions and the relevant operation procedures of Super Yield Investment, the Customer may raise objection within seven (7) days after receipt of (or deemed to be received) the Bank's written notice, and inform the Bank to execute Early withdrawal in accordance with the terms and conditions of Super Yield Investment ; provided that the interest payable accruing from Early withdrawal of time deposit that is agreed by the Bank to pay to the Customer will be fully paid other than be paid by a discounted amount calculated under the "Rules governing the pledge and early termination of time deposits" enacted by the Ministry of Finance. The charges on termination may be waived; however, provided that the Customer shall bear the risk of market price fluctuation and possible relevant charges when executing Early Withdrawal.

The amount the Customer may receive shall be calculated in accordance with the "formula of calculating total amount received under Early Withdrawal".

- (4) Super Yield Investment All-In Interest is calculated to the date one day before the Early withdrawal Date, meaning that Super Yield Investment All-In Interest is not calculated during the period from the Early withdrawal Date to the day that the withdrawal payment is made and no demand deposit interest income accrues.
- (5) The amount the Customer may receive under Early withdrawal will be transferred to the designated account number according to the Customer's instruction by the cut-off time on the second Business Day following the Early withdrawal Date.

#### 5.3.8 Product Renewal:

The subject product shall not be renewed upon maturity. However, the Customer may subscribe a new Super Yield Investment in accordance with the method agreed by the Bank.

#### 5.3.9 Pledge:

The Customer shall not transfer or assign the Products to any third parties without prior written consent from the Bank. Whether the subject product may be pledged shall depend on the relevant operational rules of the Bank.

#### 5.3.10 Others:

With respect to other matters not provided herein, they shall be governed by the applicable financial laws and regulations and the rules and procedures of the Bank. In the event that the terms and conditions concerning SYI shall contravene any newly enacted laws or regulations or the rules and procedures of the Bank, the new laws, regulations, rules or procedures shall prevail.

## 6 Investing in Domestic and Foreign Securities Permitted by the Competent Authority through the Non-Discretionary Trust Service

### 6.1 General Terms and Conditions

For the purpose of investment and asset management, the Customer, as the trustor and beneficiary, hereby designates the Bank as trustee via Non-Discretionary Trust (the "Trust") to invest in domestic and foreign securities (hereinafter referred to as "Investment Target") in accordance with the Customer's instructions. The Customer acknowledges and agrees that the Trust shall be held in the name of the Bank under the trust relationship. The Customer further agrees to abide by the following terms and conditions:

#### 6.1.1 Trust Period:

The period of the trust is variable. However, the Bank and the Customer may at any time terminate the trust relationship pursuant to Clause 6.1.19 below.

#### 6.1.2 Investment Scope and Currency:

Under the scope permitted by the relevant laws and regulations, the Bank shall act in accordance with the Customer's instructions to invest trust funds in the Investment Target

specified by the Customer. The scope of Investment Target, which the Customer may invest through the Trust, shall be limited to those specified by the Bank. The currency of the trust funds may be made in New Taiwan Dollars and/or in foreign currency.

#### 6.1.3 Beneficiary:

The beneficiary who shall enjoy all the trust benefits and returns shall be the Customer and may not be changed.

#### 6.1.4 Investment Characteristics:

The name and contents of a particular product under the terms and conditions concerning Trust service will be set forth in each of the relevant product prospectus, Letter of Intent and confirmation letter in details. The Customer (beneficiary) hereby agrees that the Bank may conduct the following actions:

- (1) Purchase the securities brokered by the business department of the head office and Branch Code of HSBC with the trust funds.
- (2) Purchase the securities underwritten by an interested party of the Bank as referenced by Article 7 of the Trust Enterprise Law with the trust funds.
- (3) Make transactions, other than those restricted by Paragraph 1 Article 25 of the Trust Enterprise Law, with the trust funds and with the Bank or its interested party.
- (4) Other activities as prescribed by the competent authority.

#### 6.1.5 Rules regarding the Issuer of the Investment Target:

- (1) The investment herein shall comply with the issuing rules of the Investment Target set forth by the relevant issuers (including terms and conditions, type of product, etc.), operational regulations and other rules and applicable laws and regulations.
- (2) In accordance with the customs and rules of the relevant financial market for the investment in the Investment Target or other laws and regulations applicable to such investment, all taxes applicable to the investor shall be borne by the Customer.
- (3) Any return received by the Bank from each issuer or custodian for each investment in the Investment Target shall be the return of the trust fund according to the issuer or custodian's issuance, operational rules, custody operation process and related regulations. In the event that investor's redemption or sale is mandatory, the Customer hereby agrees to do so. All losses arising from the mandatory redemption or sale shall be the responsibility of the Customer.

#### 6.1.6 The Bank's Rules:

- (1) When handling this business, the Bank shall set forth the minimum amount and related procedures with respect to every subscription and redemption, buy, sell, cancel. Once such rules and procedures have been notified by the Bank or publicly announced in the branch code of the Bank, the Customer agrees to fully comply with the same.
- (2) All rights of the Customer derived from this trust relationship shall not be transferred or pledged without the written consent of the Bank.



- (3) The Bank shall handle the entrusted matters in accordance with the Customer's instruction. Unless the Customer has given clear and unequivocal instruction in accordance with the relevant procedures, The Bank shall have neither the right nor the obligation to make any decision or conduct any action at its sole discretion with respect to the investment of the Customer.
- (4) With respect to Investment Target subscribed by the Customer through Non-Discretionary Trust service, if subsequent to the subscription, the issuance rating of the Investment Target, and/or the credit rating of the issuer or the guarantor is not in compliance with the authorities' mandatory requirements, or the issuer of the Investment Target cannot satisfy its obligation in accordance with the terms and condition of the Investment Target, The Bank shall inform the aforementioned matters to the Customer in a manner and method The Bank deems suitable (including but not limited to disclosing on the HSBC website or in writing). The Customer understands and agrees that although the Bank has informed the Customer of the abovementioned matters or other relevant information, it shall not be deemed that The Bank has the obligation of supervising or informing the Customer of any changes in the contents of the investment target. The Bank has no right either to make a decision or to take any action on behalf of the Customer. The Customer shall independently and carefully consider if further instruction shall be given to The Bank.
- (5) The trust funds that The Bank receives from the Customer to invest in the Investment Target through the Non-Discretionary Trust service shall be the trust asset. The Bank shall maintain a separate account of such with the Bank's own property. The Bank shall perform the entrusted matter faithfully with the duty of a good administrator and fiduciary in accordance with the terms and conditions concerning Trust.
- (6) Unless otherwise provided in regulations or the terms and conditions concerning Trust, the Bank shall have the duty of confidentiality with respect to the trust and transaction information and other confidential information of the Customer known by the Bank due to this trust relation. Such information shall not be disclosed to a third party without reasonable causes.
- (7) Where the Bank, after assessment, holds that the transaction instruction given by the Customer is likely to result in risks over the Bank's operation, the Bank may refuse to implement such transaction instruction, and such instruction is deemed to be revoked upon the Bank's notice to the Customer.

#### 6.1.7 Subscription Instructions:

- (1) When the Customer wishes to invest in the Investment Target through the Trust service by giving the Bank instructions, the Customer should fill out, sign and/or affix the chop on the Letter of Intent and relevant transaction documents provided by the Bank, or through other methods agreed upon by the Bank (including but not limited to telephone-banking or internet banking) and subscribe pursuant to relevant rules. If the Customer does not open

the Non-Discretionary Trust account prior to the investment instructions given to the Bank, the Customer agrees and confirms the aforementioned instructions of subscription, including that the Bank has the authority to open the Non-Discretionary Trust account on behalf of the Customer and execute relevant transactions.

- (2) If the investment in foreign securities is made through the Non-Discretionary Trust in New Taiwan Dollars ("TWD"), the Customer shall deliver such funds in TWD to the Bank and the Bank shall convert such funds to the denomination of the specified foreign securities at the Bank selling foreign exchange rate at 11:00 a.m. on the date when the Customer's instructions are given. If the investment in foreign securities is made through the Non-Discretionary Trust in foreign currency, the Customer should provide the Bank with funds in the denomination of the specified foreign securities. The relevant purchase of foreign currency and reporting procedures should be processed by the Customer.
- (3) When the Customer gives a subscription instruction, the Customer should pay subscription service charge as prescribed by the Bank. The amount, type of currency and rate of such service charge will be provided in the Bank's rules.
- (4) When the Bank subscribes an Investment Target in accordance with the Customer's instructions, the Bank may coordinate subscription instructions of the Customer with those of the Bank's other clients for the same Investment Target together to conduct combined subscription instructions. The return (and dividends) of the Customer's Investment Target shall be proportionally divided by the Bank in accordance with the investment shares of the Customer and other clients of the Bank.
- (5) The Customer hereby clearly acknowledges and agrees that any fund management company, securities issuer/broker, offshore stock exchanges and OTCs (hereinafter referred to as "Relevant Organizations") is not obliged to accept all or part of the Bank's subscription instructions, even if the Bank's subscription instruction has been received by the Relevant Organizations. The Bank is also not responsible for ensuring whether Relevant Organizations have accepted such subscription instructions. The Bank is also not liable for any losses (including any losses arising from the Customer's loss of investment opportunities to invest due to the refusal or delay of any Relevant Organizations to accept subscription instructions).
- (6) The Bank shall notify the Customer in writing as to the number of Investment Target's beneficial units, investment units or securities actually subscribed with the Customer's trust funds and the subscription price/unit price of each beneficiary unit, investment unit or securities.

#### **6.1.8 Trust Assets and Custody; the Calculation and Distribution of Proceeds and Expenses:**

- (1) The written notices issued by the Bank to the Customer in accordance with Clause 6.1.7 above merely serve to confirm the Bank's receipt of the trust funds and the

identification of the Investment Target, rather than a certificate representing the Customer's actual amount of trust funds, content of investment, value of the Investment Target or other rights. The actual amount of trust funds held and the content of the Investment Target invested by the Bank on behalf of the Customer shall be exclusively governed by the records of the Bank's books. If any mistake of the contents in the Bank's records was informed by Relevant Organizations and confirmed by the Bank or caused by any other reasons, the Customer agrees that the Bank may directly correct the records before notifying the Customer of such correction.

- (2) The Customer acknowledges that the net asset value of the Investment Target invested through the Non-Discretionary Trust will vary from time to time according to the changes of the net asset value of the invested beneficial unit, the market price of investment unit securities, dividends derived therefrom and any payable charges, of which the amounts shall be set in the rules of each Relevant Organizations. The Customer acknowledges and agrees that the Bank may receive payments from the issuer or the counterparty as the Bank's trust return when making transactions related to Non-Discretionary Trust service.
- (3) The subscription, sales, settlement, custody, Investment Return and dividends collection and the performance of various rights and obligations with respect to the Customer's Investment Target (including but not limited to the performance of the rights and obligations of fund beneficiaries, shareholders or bond holders) shall be fully entrusted to the Bank in accordance with the trust relationship. However, when the issuer or the fund management company convenes the Beneficiary Meeting or Shareholders' Meeting and other material events related to the Customers' execution of their rights occur, the Bank shall inform the Customer immediately and handle the events in accordance with the Customer's instruction and the summary of the opinions.
- (4) Any fees or taxes payable arising from the practices of financial market for handling Investment Target or the laws and regulations applicable to Investment Target shall be borne by the Customer.
- (5) Any return received from the Relevant Organization of the Investment Target with respect to the investment in the Investment Target by the Bank shall be the return of the Customer's trust fund account. The Customer understands and agrees that the calculation and allocation of the returns in respect to the Investment Target shall be made in accordance with the calculation formula set forth in the product prospectus or payment terms of the issuer of the Investment Target provided by the Bank. In the cases where the return currencies are different from the investment currencies or the received currencies agreed by the Bank/ abided by regulations are different from the investment currencies, the Customer agrees that the Bank is authorized to execute foreign exchange transactions for different

currencies. In addition, the Customer agrees the Bank to execute the transactions through its business department at the actual exchange rates during the operation hours, unless otherwise agreed. The Customer shall take the risk incurred by foreign exchange transaction(s). Unless the issuer of the Investment Target otherwise provides for or the Bank otherwise informs the Customer, the Bank shall, after receiving the proceeds from the issuer of the Investment Target and deducting the applicable taxes and relevant fees and costs from such proceeds, re-invest the remaining proceeds in the same Investment Target or deposit in the same demand deposit account of the Customer opened in the Bank. The Customer hereby agrees that the Bank shall have the right to conduct transactions without additional authorization from the Customer.

#### 6.1.9 Proceeds from Redemption or Sales of Investment Target:

With respect to the Customer's request to redeem or sell the Investment Target, the Bank should act in accordance with the rules related to redemption or sales prescribed by Relevant Organizations or of the Investment Target. After receiving the payment notice tendered by the Relevant Organizations to the Bank, the Bank should remit the balance after deducting relevant taxes and fees to the Foreign Currency Demand Deposit Account (if it is a foreign currency Non- Discretionary Trust) or TWD Demand Deposit Account (if it is a TWD Non-Discretionary Trust) designated by the Customer. However, if the currency of the redemption proceeds is foreign currency but the original subscription was made through TWD Non-Discretionary Trust, such redemption proceeds shall be first converted into TWD based upon the Bank's board rate of buying foreign exchange at 11:00 a.m. on that date, then act accordingly as indicated above. The Customer should cooperate with the Bank upon the Bank's request to process the related foreign exchange transaction, including but not limited to signing relevant forms/documents for foreign exchange settlement. Before obtaining the Customer's cooperation, the Bank may suspend the process of the foreign exchange settlement and payment. The Bank has no obligation to deliver payment to the Customer under the circumstance that the payment has not been actually received by the Bank.

#### 6.1.10 Charges for Trust Services

- (1) The Customer agrees to pay subscription/buy service charges upon subscription/buy, and pay transaction fee and charges according to the relevant financial markets practice of dealing with various investment products or applicable regulations/ market trading rules; redemption fees and trust custody fees upon redemption/sales at the redemption/sales price, and switching fees upon switching the Investment Target. The Customer also agrees to pay the relevant fees of the custodian and all the fees charged by the Bank. The amount, currency or rate shall be paid based upon the service charge rate table as agreed by the Customer and the Bank. The Customer agrees that the Bank may offset the aforementioned charges and fees from the proceeds of redemption/sale or from Customer's account.
- (2) In case of any adjustment of the aforementioned fees and charges, the Bank shall notify the



Customer or publicly announce in the branch offices of the Bank without obtaining the Customer's consent.

**6.1.11 Minimum Subscription, Redemption, Sales or Switching Amount:**

The Bank may set a minimum amount for each subscription, redemption, sales and switching Investment Targets and prescribe relevant operation rules. The minimum requirement or relevant operation rules shall become binding immediately to the Customer once the Bank notifies the Customer, publicly announces in the branch offices of the Bank, or on the Bank's website "www.hsbc.com.tw".

**6.1.12 Mandatory Redemption:**

- (1) In the event that, in compliance with the laws and regulations of the Customer's registration country, incorporation country, nationality, domicile country or resident country, the Customer may not invest or hold a certain Investment Target, or, in compliance with the rules or regulations issued by the competent authority in charge of the Bank, the Bank may not provide the non-discretionary trust service with respect to specific Investment Target, the Bank shall have the right to refuse executing the trade instruction of the Customer with respect to the investment in such Investment Target or inform the Customer to terminate the contract with respect to the investment in such Investment Target through Non-Discretionary Trust and/or redeem such Investment Target held by the Customer automatically. The Customer unconditionally agrees to such manner of handling.
- (2) If the Customer's instruction to the Bank to invest offshore products with trust funds is deemed a suspected money laundering transaction, the Bank shall have the right to refuse to execute the Customer's instructions to trade the Investment Target, and may also inform the Customer to terminate the contract with respect to the investment in the Investment Target through Non-Discretionary Trust, and authorize the Bank to redeem all or part of the Investment Target held by the Customer.

**6.1.13 Rules of Relevant Organizations:**

- (1) The Customer understands that the Bank may only subscribe, redeem, sell or switch the Investment Target according to the Customer's instructions within the transaction hours prescribed by respective Relevant Organizations.
- (2) The Customer shall without any objections abide by the operation rules and the calculation formula of net asset value of each beneficial unit, market price of the investment unit securities and relevant charges for the Investment Target provided by Relevant Organizations. In the event that the Relevant Organization's operation rule requires mandatory redemption or sale of the Investment Target, the Customer agrees to cooperate unconditionally. Those losses arising from such mandatory redemption or sale shall be solely borne by the Customer.
- (3) If the Bank is notified by the issuer of the Investment Target or Relevant Organizations of capital increase, capital decrease, dissolution, liquidation, alteration (including name,

denomination, calculation formula, investment amount etc.), merger, suspension of trade/settlement, difficulty in business operating or other matters beyond its control, or the Bank could not handle the entrusted matters in accordance with the Customer's instruction because of legal restrictions or the issuer's requirements, the Customer agrees to cooperate with the Bank to handle or terminate such investment and bears any profit/losses arising therefrom.

#### 6.1.14 Risk Disclosure:

According to the regulations of competent authorities, the Bank engaging in the derivative product

business has an obligation to fully inform the Customer of risk associated with derivative transactions. Accordingly, the Bank hereby informs the Customer of the risks associated with trading the products provided by the Bank:

- (1) All risks associated with the investment instructed by the Customer shall be borne by the Customer. The investment risks including the loss of principal and interest (i.e. the issuer or guarantor of the Investment Target may not or may be unable to repay the principal and/or interest on time), price fluctuation, foreign exchange risk, credit risk and political risk. In addition, if the Investment Target is denominated in a foreign currency, the Customer should understand the substantial impact of foreign exchange rate fluctuation. The past performance of the Investment Target does not represent its future performance. The price may rise or decline. The guaranty on the principal and/or interest of the Investment Target is only provided by the issuer and inherits the issuer default risk. The trust funds that the Customer delivers to the Bank to subscribe the Investment Target are funds of the Trust, not deposits, and no interest shall accrue. The trust funds shall not constitute a debt of the Bank or any members of HSBC Group, and not be insured by the Central Deposit Insurance Corp. HSBC Group hereby disclaims any guaranty of payment, other than what has been otherwise expressly provided herein and permitted under the laws and regulations, or investment gains or returns. All associated fees, costs, expenses and taxes shall be borne by the Customer.
- (2) If the Investment Target invested by the Customer has a tenor, and the Customer intends to redeem the Investment Target prior to the Maturity Date, there is a possibility that, due to the market price fluctuation, the investment principal may be lost, and no principal protection, minimum guaranteed return on maturity and/or interest may be obtained from the issuer of the Investment Target. With respect to the conditions of principal protection, minimum guaranteed return upon maturity and interest guaranty, the Customer shall read and refer to the product prospectus to understand its details, and make an independent judgment in selecting this investment. The Bank recommends that the Customer obtain independent advice from the professional advisers prior to executing this product agreement.

#### 6.1.15 Waiver:

- (1) The Bank is entrusted to invest in the Investment Target in accordance with the Customer's instructions. The Bank shall not be liable for any losses or damage arising from settlement, fluctuation of exchange rate or interest rate, or other market environmental factors and risks, or due to the acts or omission of act by the issuing company or its related institutions, such as domestic and foreign custodians, investment consultants, securities firms, security certification agencies, accountants, lawyers etc.
- (2) The Bank should not be held liable for any expenses, expenditures, indebtedness, obligations, penalties, demands, legal proceedings, litigation, losses or damages in any form arising from the Bank's subscription, holding, sales, switching or redemption of funds, investment units or securities or any in behaviors based upon the information of the Investment Target or other portfolio related to the Investment Target or arising from engaging in/refraining from other transactions.
- (3) The Customer agrees and understands that the transactions of Investment Target involves relevant international institutions about trading, liquidation and custody, so the operation and notification time (including transaction confirmation, dividend distribution, etc.) may be delayed due to the factors attributable to such agencies. The Bank shall not be liable for any losses or damage arising from such delay.

#### 6.1.16 Taxes:

In accordance with the relevant tax laws, if there shall be a need to withhold or issue a withholding certificate, the Bank shall handle it accordingly. The Customer understands that the withholding made by the Bank does not mean that the Customer fulfills its tax obligation. The Customer is still obligated to make the tax declaration and make tax payment according to the law.

#### 6.1.17 Invalidity, illegality or non-performance:

If any provision or provisions of the terms and conditions concerning Trust or any Confirmation Letter shall be deemed invalid, illegal or unenforceable, other provisions thereof shall not be affected.

#### 6.1.18 Special Consent:

- (1) The Customer hereby specially consents that the trust funds given to the Bank prior to providing investment instruction to the Bank, the proceeds from the redemption or sale of the Investment Target made in accordance with Customer's instruction and all trust assets in the form of cash, may be deposited in the business department of the Bank or its affiliates, or be traded with the Bank or its interested party for transactions other than those restricted by Paragraph 1, Article 25 of the Trust Enterprise Law. The scope of the interested party shall be defined in Article 7 of the Trust Enterprise Law.
- (2) The Customer hereby specially consents that the personnel of the Bank handling the trust business may, to the extent necessary for handling the trust business and for the purposes

of other administration, management or marketing, disclose the correspondence and transaction information to the personnel in another department of the Bank.

- (3) The Customer hereby confirms and agrees that the sale and subscription of the structured notes may be handled by the HSBC Group. HSBC Group may sell or underwrite one or more types of the structured notes and may obtain gains or losses from the sale and underwriting of such notes. The Customer hereby confirms that the Bank may receive fees or other remuneration from the HSBC Group. The Customer understands and agrees that the Bank may retain all fees and remuneration as its profit from the sale and subscription of the structured notes or other structured notes related transaction.

#### 6.1.19 Termination of Trust:

The Customer shall give the Bank at least a 14-day prior written notice, if the Customer wishes to terminate the Non-Discretionary Trust. The Bank shall give the Customer at least a 30-day prior written notice, if the Bank wishes to terminate the Non-Discretionary Trust. Once the Non-Discretionary Trust is terminated, the Bank shall immediately redeem or sell all of the Investment Target invested by the Customer's trust funds and return the redemption or sale proceeds to the Customer or directly deposit it to the Customer's designated account after deducting all relevant charges and taxes.

#### 6.2 Special Provisions Concerning Local/Offshore Mutual Fund

##### 6.2.1 Redemption, Sales and Transfer:

- (1) The Customer may, at any time, give instructions to the Bank to redeem the originally selected Investment Target or switch the same to another within the permissible scope of Investment Target specified by the Bank and in accordance with the other rules of the Bank (including no violation with item (2) below) and Relevant Organizations. However, if the Relevant Organizations or the Bank has restrictions on the time, number, procedure or other relevant matters with regard to the redemption, sale or switch, the Customer agrees to abide by such restrictions.
- (2) The Investment Targets invested through TWD Trust and foreign currency Non-Discretionary Trust respectively or the Investment Target of foreign securities invested through TWD Trust Non-Discretionary Trust cannot be mutually switched because such Investment Target is invested through different trust accounts, even if the Investment Targets are the same or belong to the same fund management company or securities issuer.
- (3) Funds Switch may be processed as below: Funds switch among different fund management companies may be processed in the following two ways:
- The Customer may designate the redemption percentage of the equivalent redemption amount (Note 1) as the total subscription amount of the fund to be invested in another fund management company. In the event that redemption proceeds are insufficient after offsetting the amount payable, the Customer shall pay the shortage immediately upon the Bank's request. If the Customer fails to pay the shortage, the Bank shall redeem a



part or whole beneficial units newly invested and repay the shortage with the redemption proceeds. The balance after repayment will be deposited into the Customer's Foreign Currency Demand Deposit Account or New Taiwan Dollar Demand Deposit Account.

Note 1: Equivalent redemption amount is the net asset value or redemption price of the unit of the most recent date or the following Business Day, if the date is not a Business Day, available at the switch multiplied by the number of fund units redeemed. The calculation of redemption percentage is 90% for all funds, provided that the redemption percentage is 99% for money market funds. However, the Bank may at any time reduce the redemption percentage if there are large fluctuations in market prices.

- b. The Bank shall first advance the subscription amount for the fund switch at the switch and may directly block an amount (Note 2) equivalent to the advanced amount from the Customer's TWD Demand Deposit Account (if it is TWD Non-Discretionary Trust) or Foreign Currency Demand Deposit Account (if it is foreign currency Non-Discretionary Trust). Upon receipt of the redemption proceed, the Bank may use the redemption proceeds to reimburse the advanced subscription amount.
- (a) If the redemption proceed is sufficient to repay the amount advanced by the Bank, the Bank shall release the blocked amount after reimbursement and deposit the remaining redemption proceeds to the Customer's Foreign Currency Demand Deposit Account or TWD Demand Deposit Account.
- (b) If the redemption proceeds are insufficient to repay the amount advanced by the Bank, the Customer agrees that the Bank will use the blocked amount to pay for the shortage.
- (c) If the sum of the redemption proceeds and the blocked amount are insufficient to repay the amount advanced by the Bank, the Bank shall notify the Customer and demand immediate repayment. The Customer agrees that the Bank shall redeem all or a part of the units and reimburse from the redemption proceed if the Customer fails to make repayment. The balance after repayment will be deposited into the Customer's Foreign Currency Demand Deposit Account or TWD Demand Deposit Account.

Note 2: Blocked amount = the net asset value or redemption price of the unit of the most recent date or the following Business Day (if the date is not a Business Day available at the switch)\* number of redeemed units \* block percentage.

If the blocked currency is New Taiwan Dollars, the blocked amount will be calculated based upon the Bank's selling exchange rate on the date of redemption. Block percentage is 10% for all funds, except 1% for money market funds. However, the Bank may at any time increase the block percentage if there are large fluctuations in market prices.

#### 6.2.2 Periodic Trust Fund Subscription in a Fixed Amount ("Monthly Investment Plan")

- (1) When the Customer applies for a Monthly Investment Plan to subscribe in Investment Target, the Customer should fill out, sign and/or affix the chop on the Bank's subscription form for

Monthly Investment Plan and relevant transaction documents.

- (2) For investment in Investment Target, the Customer agrees to authorize the Bank to automatically debit the fixed investment amount specified by the Customer and the subscription service charge from the Customer's demand deposit account (TWD Demand Deposit Account or foreign Currency Deposit Account) on the Customer's written designated dates or the following Business Day if the designated date is not a Business Day to invest in the Investment Target designated by the Customer within the effective period of the Trust.
- (3) In the event that the Customer proceeds with a Monthly Investment Plan in foreign currency by deducting the Customer's TWD account, the Customer agrees that the Bank shall be entitled to handle relevant foreign exchange settlement and report procedures in an accurate matter on behalf of the Customer as long as each deduction amount and the accumulated debited amount for one person for one day do not exceed the ceiling prescribed by relevant foreign exchange laws and regulations. The Customer agrees to recognize the contents of foreign exchange settlement and report handled by the Bank on behalf of the Customer pursuant to the authorization under this provision. The Bank has no obligation to inquire about the foreign exchange amount used by the Customer. However, if the Bank learns that the accumulated amount of foreign exchange purchased by the Customer has exceeded the legitimate ceiling for foreign exchange transaction, the Bank shall be entitled to not execute the debit instructions.
- (4) The Bank shall debit the investment amount through the computer system on the Customer's designated debit dates. The Customer shall maintain sufficient sums in the designated demand deposit account. Otherwise, the Customer agrees that the Bank is entitled to not execute the investment in such month due to insufficient funds. If on the deduction date, the balance in the Customer's designated account is insufficient to deduct several payable amounts, the order of debts shall be made in accordance with the Bank's relevant procedures. The Customer should not specify the order of deductions or object to the order set by the Bank.
- (5) When the Customer designates a demand deposit account for the deduction and the investment fail to be completed for a consecutive three times in respect of the Monthly Investment Plan of any Investment Target that has failed, it shall be deemed that the Customer has terminated the deduction authorization for the Monthly Investment Plan. The Bank shall terminate the deduction service for such Monthly Investment Plan immediately, provided, however, the successful deduction services for the Monthly Investment Plan of other Investment Target will not be affected. The subscribed Investment Target which has been deducted will remain in the Customer's trust account. However, the Customer may redeem or sell the subscribed Investment Target in accordance with related regulation.

### **6.3 Terms and Conditions concerning Exchange traded funds through the Non-Discretionary Trust Service (ETF)**

### 6.3.1 Subscription of ETF

- (1) As the Bank makes a purchase of investment subjects in accordance with the instructions from Customer, the Bank may propose the purchase instructions of combined investment subject to the dealer (or its agent) after it collects and gathers the instructions along with other Customer's instructions of the Bank. If such purchase instruction is informed by the dealer (or its agent) as part of close deal, the Bank will distribute in accordance with the precedence order of placement of orders made by Customers. The yield (and coupon rate) of investment subjects of the Customer shall be distributed in accordance with the method established by the Bank, distributed in accordance with investment ratios of the Customer and other Customers of the Bank on the same subject.
- (2) If the subject of investment transaction takes place in the foreign location, it must comply with investment operational regulations announced timely by the Securities Company and Listing Exchange. Its transaction execution and confirmation must be compatible with the local foreign trading hours, and because the time difference, the transaction price of the investment subject must firstly wait for the Bank to receive the transaction confirmation notice from the dealer (or its agent) to be confirmed.
- (3) The trustee shall send a transaction confirmation document to the Customer after he/she receives the transaction confirmation notice from the dealer (or its agent), the Customer is aware of that transaction confirmation documents for the use of transaction confirmation by foreign Securities transactions, not the recognition of the actual market value of such foreign Securities. If the trustee receives the transaction confirmation in error, or due to negligence caused by the trustee or other reasons causing errors in the confirmation, the Customer agrees the trustee to make corrections and notify the customer. If the trustee discovers errors after the Customer sells the foreign Securities, if there is the appropriation, the trustee shall return it to the Customer immediately; conversely, if there is shortage, the Customer shall immediately return it to the trustee after the trustee notifies him/her.

### 6.3.2 Withholding funds of Investment

- (1) As the Customer designates a purchase of "the investment subject", the trustee will withhold funds in accordance with estimated transaction amount based on the price fixing/market price instruction made by the Customer plus the estimated costs related to the transaction, but the confirmed amount of withholding funds will plus the costs related to the transaction in accordance with the actual transaction amount, the funds will be withheld after receiving the transaction confirmation notice from the dealer (or its agent); for investors invested on foreign ETF using New Taiwan Dollars as the specified trust fund money, he/she shall exchange NTD in accordance the exchange rate listed on the board at 11 A.M. of the same day after receiving the transaction confirmation notice from the dealer (or its agent) and exchange, and begins with the withholding matter right after; if the Bank receives the transaction confirmation notice from the dealer (or its agent) which indicates

- transaction is not yet completed, then the withheld funds will be deducted automatically.
- (2) If the Customer's account balance does not reach the amount of the previous item of withholding funds, the trustee may stop preceding the transaction.
  - (3) The Customer is aware of and agrees that once the purchase of transaction is confirmed and succeeded, he/she is responsible for settlement and payment. If the Customer's account balance is insufficient as the trustee conducts the withholding funds, he/she who does not make up the inadequacy after receiving the notification from the trustee, the trustee may cancel the transaction on his/her own, if such action causes a result of loss for the trustee, the Customer shall be responsible for compensation.

### **6.3.3 Withholding authorization**

The Customer agrees that the trustee may deposit or deduct funds from the NTD current deposit account or foreign currency deposit account established in each branch by the Customer during the period of Trust, if the Customer's account balance is insufficient, the trustee may stop proceeding with the transaction.

### **6.3.4 Transaction cancellation**

The Customer must cancel the transaction through the trustee and instruct the trustee hear the case of foreign securities transaction within the business hours on the same day the order of transaction is made in accordance with related operational regulations. The Customer is aware of the application of cancelation does not guarantee such transaction is discharged for sure, the trustee reserves the right whether to cancel the transaction or not, once such transaction is confirmed completed and cannot be cancelled, the trustee has the right to conduct the follow-up matters related to deducting and remitting funds in accordance with the actual transaction content.

### **6.3.5 Costs related to Trust services**

- (1) The Customer agrees to pay the Bank fees as he/she makes a purchase of "the investment subject", as well as the redemption fee and Trust custody fee as he/she sells it. Amounts, currencies or rates of the above-mentioned costs will be calculated and collected in accordance the Bank's regulations.
- (2) The Customer agrees the Bank may deduct all administrative fees, custody fees and fees from the Customer's trading funds or accounts.
- (3) If there are any adjustments in the costs mentioned in (1), the Bank will notify the Customer or make announcements in the Bank' business premises, but it does not require the consent of the Customer.

## **6.4 Special Provisions Concerning the Offshore Structured Products ("SN")**

### **6.4.1 Definitions:**

- (1) "Offshore Structured Product" means a compound instrument issued outside of the Republic of China in the form of a bond that links a fixed-income product with a derivative for which the underlying asset is an equity, interest rate, exchange rate, index, commodity,

credit event or other interest.

- (2) "Product Prospectus" means Chinese version of product prospectus produced by the issuer or master agent for the SN in accordance with "Regulation Governing Information to be Published in Chinese Product Prospectus for Offshore Structured Products."
- (3) "Letter of Intent" means the document signed by the Customer to the subscription of SN through the Trust.
- (4) "Base Currency" means the currency specified in the Product Prospectus when the Customer makes investment in subject SN. It shall also be the currency designated for the Customer's settlement.
- (5) "Subscription Period" means the period for the issuer to accomplish certain issuance amount in a SN. The Subscription Period of a SN shall be prescribed by the issuer.
- (6) "Trade Date" means the date that the issuer trades the Underlying subsequent to the issuance in the market.
- (7) "Settlement Date" means the date that the Customer's subscription proceeds shall be deducted by the Bank from the TWD Demand Deposit Account or Foreign Currency Demand Deposit Account.
- (8) "Issue Date" means the date that the issuer officially issues the SN.
- (9) "Maturity Date" means the date that the Bank and the Customer have agreed upon and specified in the relevant Confirmation Letter as the maturity date of the investment. If such day shall not be a Business Day, the following Business Day shall apply.
- (10) "Coupon Rate" means the interest rate per annum that the SN issuer undertakes to pay during the tenor for such SN in the Product Prospectus.
- (11) "Coupon Payment Dates" means the timetable that during the tenor the SN issuer undertakes to pay the agreed interest in the Product Prospectus.
- (12) "Return on Maturity" means the total return receivable by the Customer upon the maturity of the SN. The calculation formula may vary based on the different types of SN and the method of calculation, which shall be respectively specified in the Product Prospectus.
- (13) "Early Break" means the contents of the conditions under which the Customer may demand the issuer to redeem the SN or the issuer may call back the SN during its tenor of existence.
- (14) "Customer Brochure" means Chinese version of customer brochure produced by the issuer or master agent for the SN in accordance with "Regulation Governing Information to be Published in Chinese Customer Brochure for Offshore Structured Products."

#### 6.4.2 Authorization to Make Deduction:

- (1) The Customer who subscribes the SN hereby authorizes the Bank, during the Subscription Period, unilaterally block off / deduct the subscription amount from Customer's TWD Demand Deposit Account or Foreign Currency Demand Deposit Account opened in each branch office. If the funds in the account are insufficient, the Bank shall not proceed with the



transaction.

- (2) In the event of a failure in the computer system or other force majeure incidences (including riot, sedition, accidental explosion, flood, hurricane, acts of God and other similar incidence causing the Bank to be unable to make the deduction on the date designated by the Customer, the Bank shall not be responsible for any losses resulting from the delay or nonperformance.

#### 6.4.3 Subscription:

- (1) The Customer, during any SN Subscription Period and in compliance with the conditions of the investment set forth by the Bank, may instruct the Bank to invest in the SN in accordance with the Special Provisions concerning SN. Once the Customer has confirmed the intent to subscribe, the Bank shall have the right to request the Customer to deposit the investment amount together with all subscription service fees into the TWD Demand Deposit Account or Foreign Currency Demand Deposit Account and execute the block off / deduction in accordance with term 2 above. The Bank retains all rights to accept or reject Customer's application to subscribe any SN.
- (2) The Bank does not guarantee that any of the SN subscribed by the Customer will achieve its minimum issuance amount during the Subscription Period. In the event that the SN subscribed by the Customer cannot be successfully issued by the issuer during the Subscription Period, the Customer agrees that such subscription shall become null and void automatically. The Bank shall, by telephone, immediately inform the Customer. Other than releasing the blocked investment amount, subscription service fees and interest accrued at the board interest rate for demand deposit for the denominated currency of the subject SN, the Bank shall not be responsible for any matter.

#### 6.4.4 Cancellation / Early Break / Early Redemption by issuer:

- (1) Cancellation during the subscription period

The Customer may, during the Subscription Period, request to cancel the Letter of Intent, if the Customer fill out and submit the "Application to Rescind the SN Subscription" in person or by fax transmission to the Bank. Other than releasing the originally blocked investment amount and subscription service fees, the interest from the subscription date to the day before the rescission date by the Customer shall accrue at the board rate of the demand deposit account in the same denominated currency of the SN and is transferred into the TWD Demand Deposit Account or Foreign Currency Demand Deposit Account opened by the Customer in the Bank.

- (2) The Letter of Intent may not be cancelled from the end of the Subscription Period to the Issue Date of the SN.
- (3) Early Break by the Customer Subsequent to the Issuance of the SN and prior to the Maturity Date Unless the issuer has specifically set forth the conditions for the Early Break in the Product Prospectus, the Customer shall not request an Early Break for the SN held by the

Customer prior to the Maturity Date. If the Customer wishes to request an Early Break for the SN held prior to the Maturity Date, it may only be accepted by the Bank at the Early Break dates set forth on the Product Prospectus. On a day other than the specified Early Break dates, the Bank shall have the right to refuse the Customer's request for an Early Break. All terms and conditions concerning the Early Break shall be governed by the Product Prospectus of the relevant SN. The Early Break price shall be the Mark-to-Market price on the Early Break dates. The SN issuer does not guarantee the minimum guaranteed rate of return upon maturity and/or the full payment of the guaranteed interest and/or investment principal.

**(4) Early Redemption by Issuer**

In the event that, in accordance with the Product Prospectus, the SN issuer may have the right of early redemption, the Customer shall unconditionally accept it if the issuer so exercises this right.

## **7 Terms and Conditions for Gold Account and Gold-Linked Super Yield Investment**

### **7.1 Gold Account**

- (1) Gold account will be bookkeeping in non-physical of gold. And the unit of bookkeeping will be recorded in the account with 0.1 ounces (rounded down to 2 decimal places).
- (2) The gold account does not offer any deposit, withdrawal, or exchange of physical gold, for the settlement of gold bullion trading will directly be charged to or entered into customers' gold accounts or foreign currency deposit accounts (hereafter referred to as "foreign currency accounts"), the settlement does not accept cash or physical gold payment. In terms of matters concerning the abovementioned charging to and entering into accounts, as the Customer opens a gold account, he/she shall also open / own a foreign currency account with the Bank at the same time.
- (3) Gold account is not a deposit account and no interest is paid, not included in the deposit insurance coverage of Central Deposit Insurance Corp, the Customer must undertake the credit risk of the Bank.
- (4) The Customer may entrust the Bank with non-physical gold trading within the gold bullion trading hours (namely 9 A.M to 2 P.M.) announced by the Bank, but the trading day must be the common business day of main exchanges for specified foreign currency trading in Taiwan, Hong Kong, London, etc. In case of any changes in the above-mentioned trading hours, the trading hours posted on the Bank's website shall prevail.
- (5) The Customer may check the reference price of Gold listed on the Bank's website, may as well obtain the immediate gold market price from a branch or the corporate finance customer call center. However, fluctuations in the gold price are huge, the actual transaction price shall be referred to the international gold price, it shall be informed to the Customer on the day the transaction execution takes place, and the transaction shall take place in accordance after

obtaining the Customer acknowledgment and consent of the transaction price in accordance with his/her designations.

- (6) The Customer may visit the designated branch or use the phone to contact the customer relationship manager to conduct gold account trading via foreign currencies accepted by the Bank during working days. The Customer shall use the foreign currency account accepted by the Bank to conduct the transaction, and shall agree to authorize the Bank to directly charge to the Customer's foreign currency account by the specified currency in order to pay for the buying amount, and the amount of income of selling transaction shall be directly deposited into the foreign currency account, if the Customer has not opened a specified account of transaction currency, the transaction of specified currency shall take place only if the account is established. Unless otherwise agreed upon with the Bank, the minimum threshold for each single transaction (including buying or selling) is five ounces (included), up to no more than one thousand ounces (included).
- (7) The Bank does not offer transfers between gold accounts, nor provide cross-bank gold remittance services.
- (8) Costs associated with the account: Relevant regulations adaptable to the engagement letter.

## **7.2 Terms and Conditions concerning Gold-Linked Super Yield Investment**

"Gold-Linked Super Yield Investment" includes "dual-currency products of foreign currency accounts linking with gold option puts and non-physical gold accounts" and "dual-currency portfolio products of non-physical gold accounts linking with gold option calls" (hereafter referred to as "the Product"):

### **7.2.1 Definition**

- (1) "Commodity" means the non-physical gold provided by the gold account of the Bank.
- (2) "Confirmation Advice" means the confirmation issued by the Bank specifying Customer's instruction with respect to the Base Currency/Commodity, Linked Currency/Commodity, Principal Amount, Conversion Rate, Start Date, Value Date, Fixing Date, Maturity Date, Time Deposit Interest Rate, Gold-linked Super Yield Investment All-In Rate and other related items.
- (3) "Principal Amount" means the amount of foreign currency time deposit made by the Customer for making investment in the subject product, as well as the object for the sale of the Gold option. The Principal Amount should meet the minimum requirement prescribed by the Bank.
- (4) "Base Currency/Commodity" means the foreign currency/Commodity selected by the Customer for the investment in the subject product.
- (5) "Linked Currency/Commodity" means the foreign currency/commodity instructed by the Customer other than the Base Currency/Commodity. On the Maturity Date, in accordance with the terms and conditions concerning Gold SYI and Final Confirmation, the Bank may pay the Principal Amount and Gold-Linked Super Yield Investment All-In Interest in such

- instructed currency/commodity to the Customer.
- (6) "Payment Currency/Commodity" means the payment currency/commodity in which, on the next Business Day following the Maturity Date, the Bank shall pay the Principal Amount and Gold-Linked Super Yield Investment All-In Interest to the Customer. Such currency/commodity shall be either the Base Currency/Commodity or the Linked Currency/Commodity.
- (7) "Conversion gold price" means the execution price between the Base Currency/Commodity and Linked Currency/Commodity determined by the Customer. This price shall be the conversion standard to determine the Payment Currency/Commodity on the Fixing Date, and, as the case may be, the conversion price for paying the Principal Amount and the Gold-Linked Super Yield Investment All-In Interest on the next Business Day following the Maturity Date if the Payment Currency/Commodity is the Linked Currency/Commodity. When the commodity is used as the principal undertaken, the conversion gold price is defined as the unit price of every 0.1 ounce of gold in the link currency / commodity; when the currency is used as the principal undertaken, the conversion gold price is defined as the unit price of every 0.1 ounce of gold in the currency calculation of principal undertaken.
- (8) "Gold-Linked Super Yield Investment All-In Rate" means the sum of the Time Deposit Interest Rate and the Gold Option Premium Rate. There will be no deposit rates when gold is used as the base currency / commodity; therefore, the total all-in-rate of Gold-Linked SYI equals to the gold option yields.
- (9) "Gold-Linked Super Yield Investment All-In Interest" means the result that equals to the Principal Amount multiplied by the Gold-Linked Super Yield Investment All-In Rate and the number of days of Investment Period and then divided by the number of days in the Base Period.
- (10) "Start Date" means the investment date for the gold option of the subject product, as well as the value Date, which shall be a Business Day of the Bank and a trading day of the international foreign exchange market for the related foreign currency/commodity.
- (11) "Time Deposit Interest Rate" means the board interest rate of the time deposit for the relevant tenor in Base Currency with the Bank on the Start Date. (Applicable for base currency / commodity; there will be nil deposit rate when gold is used as the base currency / commodity).
- (12) "Fixing Date/Fixing Time" means the Fixing date/time for determining whether to execute the gold option, which shall be a trading day/time of the international foreign exchange market for the related foreign currency/commodity.
- (13) "Gold Price on Fixing Date/Time" means the market exchange rate of the Base Currency/Commodity against the Linked Currency/Commodity at the specific time on the Fixing Date set forth in the Final Confirmation.
- (14) "Maturity Date" means the maturity date of the subject product and the time deposit of the

Principal amount/Investment Amount of the subject product. The subject product shall be expired on the Maturity Date.

- (15) "Gold Option Premium Rate" means the rate of return provided by the Bank based on the Conversion Gold price instructed by the Customer.
- (16) "Option Premium Amount" means the agreed option premium to be paid to the Customer, which shall be calculated based on the Option Premium Rate multiplies by the Principal Amount and the Investment Period and divided by the number of days in the Base Period. Such premium is to sell a gold option in the International Foreign Exchange market on the Start Date in order to exchange the payment made by the Customer in Payment Currency/Commodity.
- (17) "Base Period" means the international customary number of days for interest calculation in Base Currency / Commodity. British pounds, Hong Kong dollars, Singapore dollars and any other currency which in accordance with the rules of the international foreign exchange shall have 365 days a year for interest calculation shall be calculated on the basis of 365 days per annum. All other foreign currencies or commodity shall be calculated on the basis of 360 days per annum.
- (18) "Investment Period" means the total number of days from the Value Date to the Maturity Date (exclusive). The Bank may have the right to set the minimum and maximum number of days and the Customer may decide the number of days within such limits.
- (19) "Value Date" means the start date of the time deposit, on which shall be two Business Days following the Start Date.

### **7.2.2 Product characteristics**

The subject product is a combination of a foreign currency time deposit (denominated currency / commodity as the foreign currency when applicable) and sale of gold options. When the Customer invests in the subject product, the Customer invests in a foreign currency time deposit and sells a gold option in the international foreign exchange market. On the Fixing Day/Time, the Bank shall, in accordance with the Conversion Price set forth by the Customer when investing in the subject product, determine if the Customer shall perform the obligation under the gold option and decide whether the Payment Currency/Commodity shall be the Base Currency/Commodity or the Linked Currency/Commodity. On the Maturity Date, the Bank shall calculate Customer's Principal Amount and the Gold-Linked Super Yield Investment All-In Interest, and make the payment in the currency/commodity determined on the Fixing Date as the Payment Currency/Commodity. On the next Business Day following the Maturity Day, the Bank shall automatically deposit the Principal Amount and Gold-Linked Super Yield Investment All-In Interest in the Payment Currency/Commodity into Customer's multi-currency demand deposit account or gold account.

### **7.2.3 Undertaking essentials**

The terms and conditions Concerning Gold-Linked Super Yield Investment is the agreement



governing the Gold Linked Super Yield Investment made by the Customer. The actual transactions concerning such investment shall be subject to the transaction documents of such transactions, such as the Indicative Term Sheet and Final Confirmation. The foresaid transaction documents, such as Indicative Term Sheet and Final Confirmation, also constitute a part of the terms and conditions concerning Super Yield Investment between the Bank and Customer.

**7.2.4 The investment procedures of the subject product are as follows:**

- (1) Subsequent to the Bank's confirmation of the Customer's basic information, the Customer shall instruct the Base Currency/Commodity, Investment Period and the Linked Currency/Commodity and determine the applicable Conversion Price.
- (2) In accordance with the designated denominated currency / commodity, deposit amount, time period undertaken in day, link currency / commodity, and conversion gold price, closing day and due day, the Bank will print one copy of the transaction confirmation of the dual-profit gold portfolio and represent it to the Customer for his/her signature or seal, and give it to the Bank for future reference and the follow-up debit operation. If the debit operation fails due to insufficient account as the Bank conducts the debit operation, the Customer shall undertake the relevant legal obligations, and transaction costs and loss caused due to inability to complete the transaction. The Customer agrees the Bank has the right to charge from the Customer's account with the Bank.
- (3) After the transaction confirmation of the Customer is sent through the transaction system, the transaction is deemed complete. After the transaction is completed. Order deletion or transaction content modifications made by the Customer will not be accepted.
- (4) After the completion of the transaction, the Bank will confirm the final details of the transaction with the Customer through the Final Confirmation. The product terms specified in the Final Confirmation are the final transaction terms of the subject product. The Customer shall properly keep the Final Confirmation.
- (5) Upon completion of the above procedures by the Customer, the completion day shall be the Start Day of the subject product.

**7.2.5 Calculation of All-In Interest:**

The All-In Interest of the subject product shall be calculated based on the sum of the Time Deposit Interest Rate and Option Premium Rate. Unless otherwise provided by the regulations or the Master Agreement, the calculable interest accruing days shall be in accordance with the actual days of the Investment Period of the investment provided; the All-In Interest shall only be calculated until the Fixing Date. Regardless of the currency of the subject product, the All-In Interest of this product shall be the sum of the Bank's board Interest Rate of Time Deposit and the Option Premium Rate calculated with simple interest in the Base Currency/Commodity and in accordance with the Investment Period from the Start Date. The All-In Interest shall be payable on the Business Day following the Maturity Date. If the Payment Currency/Commodity

in accordance with the agreement on the Maturity Date is the Linked Currency/Commodity, the total conversion amount shall be handled according to the Final Confirmation.

#### **7.2.6 Exercise**

Comparing the fixing price on Fixing Date/Time with the Conversion Price designated by the Customer on the Start Date, the Payment Currency/Commodity on the Maturity Date shall be the Linked Currency/Commodity if the equivalent amount in Linked Currency/Commodity convertible from the Base Currency/Commodity at the Conversion Price is less than the one convertible from the Base Currency/Commodity at the Fixing Price on the Fixing Date/Time. On the contrary, if the equivalent amount in Linked Currency/Commodity convertible from the Base Currency/Commodity at the Conversion Price is more than the one convertible from the Base Currency/Commodity at the Fixing Price on the Fixing Date/Time, the Payment Currency/Commodity on the Maturity Date shall be the Base Currency/Commodity.

#### **7.2.7 Payment Method of the Principal Amount and Gold-Linked Super Yield Investment All-In Interest:**

- (1) On the Maturity Date (or the following Business Day if it is not a Business Day), the Bank shall pay to the Customer in Payment Currency/Commodity (either in Base Currency/Commodity or Linked Currency/Commodity) the Principal Amount and Super Yield Investment All-In Interest. In the event of a failure of the computer system or an occurrence of other force majeure (riot, sedition, accidental explosion, flood, hurricane and other acts of God or similar incidences) on the Maturity Date resulting in the Bank's failure to make the payment on that day, the Bank shall pay on the next Business Day following the removal of such obstacle, including the time deposit interest rate for the duration of the obstacle additionally, except that the Option Premium shall be calculated only until the Fixing Date.
- (2) The Principal Amount and Gold-Linked Super Yield Investment All-In Interest shall be transferred by the Bank on the next Business Day following the Maturity Date of the time deposit in the Payment Currency into the multi-currency demand deposit account/Gold Account of the Customer opened in the Bank. No interest shall accrue between the Maturity Date and the day the transfer is made.

#### **7.2.8 Early termination**

- (1) Except as otherwise agreed in individual transactions, the subject product allows the Customer to execute the early withdrawal during the provided time prior to the maturity Date. When demanding the Early Withdrawal, the amount the Customer may receive shall be calculated in accordance with the "formula of calculating total amount received under Early Withdrawal". The Customer shall realize the risk of market price fluctuation of the product and possible relevant charges when executing Early Withdrawal. The "formula of calculating total amount received under Early Withdrawal" is: Principal Amount + Interest payable accruing from Early withdrawal + Gain or loss on Option Premium - Early Withdrawal Fee  
Early Withdrawal Fee: Principal Amount x 0.2%

- (2) Notwithstanding the foregoing, in the event that the Bank receives an execution order (including the order to collect, pay or transfer) from the court or administrative execution agency against the Customer, the Bank shall have the right to execute Early withdrawal to the subject product in accordance with the relevant execution order prior to the Maturity Date. The Customer should realize the risk of market price fluctuation of the product and possible relevant charges when executing Early Withdrawal. The amount the Customer may receive shall be calculated in accordance with the "formula of calculating total amount received under Early Withdrawal".
- (3) In case the Bank amends or supplements the terms and conditions and the relevant operation procedures of Gold-Linked Super Yield Investment, the Customer may raise objection within seven (7) days after receipt of (or deemed to be received) the Bank's written notice, and inform the Bank to execute Early withdrawal in accordance with the terms and conditions of Gold-Linked Super Yield Investment; provided that the interest payable accruing from Early withdrawal of time deposit that is agreed by the Bank to pay to the Customer will be fully paid other than be paid by a discounted amount calculated under the "Rules governing the pledge and early termination of time deposits" enacted by the Ministry of Finance. The charges on termination may be waived; however, provided that the Customer shall bear the risk of market price fluctuation and possible relevant charges when executing Early Withdrawal. The amount the Customer may receive shall be calculated in accordance with the "formula of calculating total amount received under Early Withdrawal".
- (4) Gold-Linked Super Yield Investment All-In Interest is calculated to the date one day before the Early withdrawal Date, meaning that Gold-Linked Super Yield Investment All-In Interest is not calculated during the period from the Early withdrawal Date to the day that the withdrawal payment is made and no demand deposit interest income accrues.
- (5) The amount the Customer may receive under Early withdrawal will be transferred to the designated account number according to the Customer's instruction by the cut-off time on the second Business Day following the Early withdrawal Date.

#### **7.2.9 Product Renewal:**

The subject product shall not be renewed upon maturity. However, the Customer may subscribe a new Super Yield Investment in accordance with the method agreed by the Bank.

#### **7.2.10 Pledge:**

The time deposit portion of the subject product (Applied to Currency/Commodity) may not, in any form, be assigned or transferred. Whether the subject product may be pledged shall depend on the relevant operational rules of the Bank.

#### **7.2.11 Others**

- (1) The Bank may, at any time, amend or supplement the terms and conditions and relevant operation procedures of the Gold-Linked Super Yield Investment Product. If the contents of the amendment or supplement shall affect the investment return of the subject product or

its fees and charges, the Bank shall notify the Customer in writing. The Customer who fails to object within seven (7) days after receipt of (or deemed to be received) the Bank's written notice, shall be deemed to have accepted the amendment or supplement. If the Customer chooses to object, such objection shall be made to the Bank within the seven-day period to execute early withdrawal in accordance with the terms and conditions of Gold-Linked Super Yield Investment.

- (2) The Customer must complete and sign this agreement and complete procedures of opening the related account in order to conduct the undertaken operation.
- (3) During the period the Customer contacts with the Bank, if any violations to crime detection and investigation such as provisional seizure, sequestration, enforcement, suspected money laundering, unlawful use, etc., the Bank may early terminate the lease in accordance with relevant laws.
- (4) The quotation related to gold trading, its price includes marketing costs of services provided by the Bank.
- (5) Before the Customer invests the Product, the Customer shall complete opening an account of the related invested currency and funds shall be deposited in full, otherwise the Bank may cease the transaction.
- (7) There will be no interests paid for the gold account, and it is not included in the insurance coverage established by Central Deposit Insurance Corp., and the Customer may need to bear the Bank's credit risk.
- (8) The Bank reserves the right to accept or not concerning the Customer's purchase of the Product.
- (9) Any unaccomplished matters shall be conducted in accordance with related regulations and provisions, and the Bank's business regulations. The stipulations as a result of changes in laws or regulations in the future, or conflicts with the new regulations, shall be conducted in accordance with the new regulations.

#### **7.2.12 Risk disclosure of the gold account and Gold-Linked Super Yield Investment Product**

- (1) The Customer is aware of the Gold-Linked Super Yield Investment Product and gold account are not general deposits, but investments, thus the risk of investments exist, for they do not belong to the claims project of Central Deposit Insurance Corp., nor the guarantee from the Bank or any other associated companies. There are no couple rates in the gold business, there are ups and downs in the international price of gold, which may erode the invested principal.
- (2) International gold price goes up and down, investment and gold trading may result in price earnings or loss of investment capital. The Customer shall establish his/her judgments about investment opportunities and undertake every type of investment risk (including but not limited to fluctuations in gold values, foreign exchange restrictions, and losses). The Customer is aware of each transaction made from the account must depend on the

knowledge, experiences, and independent judgments, and the Bank is not responsible of any responsibility for transaction decisions the Customer makes.

- (3) The Customer is aware of the subject that is not attributable to the Bank, such as natural disease, riot, war or any effects of Force Majeure, or major changes caused by international political and economic matters, or pledges unable to be kept due to international trade practices (including but not limited to international swaps and market disruption subjects as defined in the related transaction regulations and contracts issued by the ISDA, such as interrupted sources of gold prices, transaction suspensions and limitations, no reference prices in the market, or changes in governmental regulations, resulting in delay in related market disruption or interference, resulting in delay in gold quotations, trade disruption or settlement disruption, which disable or delay the Bank to pay, the Customer agrees the Bank is not responsible of any responsibilities for the Customer.
- (4) The Customer is aware of the content of the Product before he/she invests on it, and he/she is of the opinion that the Product is suitable to the Customer's financial condition and investment objectives, the Customer as well is aware of financial risks and benefits of the transaction, and the legal, financial, accounting risks and consequences involved. After the Customer makes the assessment, he/she is of the opinion that the transaction tallies with his/her investment objectives, and is able to undertake any possible risks, and has already consulted with his/her accounting, financial advisor, or a related consultant the Customer finds appropriate.
- (5) As the Product undertaken reaches its maturity date and the link currency / commodity must be paid, the Bank will transfer the gold price into the link currency / commodity base on the currency undertaken and pay it to the Customer in accordance with the terms agreed upon by the Customer. The Customer is aware of such transformation is not aiming to erode the original currency undertaken, but by following the terms agreed upon by the Customer, but the Customer must be aware of the risk of exchange losses he/she must undertake.
- (6) Except risks come with the dual-profit portfolio of the link currency option of the Product, there are still risks of fluctuations in the prices of gold products in the international market, the Customer shall be fully aware of the conditions and make transaction decisions depend on his/her independent judgments.