

# TAIWAN SCHEDULE

## 1. APPLICATION

- 1.1 This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out jurisdictional specific terms on which the Bank provides its Customer with one or more Accounts or Services in Taiwan.
- 1.2 This schedule supplements the ANZ General Banking Conditions. Unless otherwise defined herein, capitalised terms used herein have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

## 2. ANZ GENERAL BANKING CONDITIONS

- 2.1 **Accounts Terms.** Any Account that is a deposit account provided by the Bank on the terms specified in paragraphs 4 (Deposit Accounts) below. The Customer represents that this schedule has been delivered to the Customer for its review for a period of at least 5 days before (any Account is opened).
- 2.2 **Currency Conversion.** Conversions from New Taiwan Dollars ("NT\$") into any foreign currency or from any foreign currency into NT\$ (collectively, "Conversion") in connection with any Account or Service, whether pursuant to the Conditions or otherwise, shall contribute to any limit or allowance on Conversions to which the Customer is subject under applicable Law. The Customer shall be solely responsible for ensuring that it complies with all applicable Law in respect of such limit or allowance and the Bank will have no obligation to monitor or advise the Customer in connection with such limit or allowance.
- 2.3 **Set-Off.** The Bank shall provide prior or simultaneous notice to the Customer before effecting any set-off under the Agreement. The Customer agrees that to the maximum extent permitted by applicable laws and regulations, the Bank may also set-off the Customer's debts owed to the Bank with the amounts deposited with ANZ Taipei Branch and all credit rights of the Customer toward ANZ Taipei Branch (the Customer agrees that such deposits or credit rights shall be deemed mature at that time when the Bank exercises the right of set-off). For the purpose of exercising the right of set-off, if the assignment or transfer of such deposits or credit rights may involve debt assumption, the Customer agrees that, upon the receipt of a notice from the Bank and/or ANZ Taipei Branch, the Customer will be deemed to have acknowledged to such assumption.
- 2.4 **APS222 Disclosure.** ANZ Taipei Branch is not an authorised deposit taking institution within the meanings of the laws of Australia. As this is Australian law related, please confirm with the bank's Australian counsels.
- 2.5 **Fees.** The Customer agrees to pay service fees and other fees in accordance with the Bank's fee schedule (please refer to the Pricing Guide for ANZ Commercial and Institutional Customers) from the day the Customer starts to use the services, and hereby authorizes the Bank to deduct such fees automatically from the Customer's accounts. If there is any change in the fee schedule issued by the Bank after the Customer starting to use the Bank's services, the Bank shall send a written notice to the Customer or post a notice of change at a conspicuous place on the Bank's website

or at the Bank's business premises sixty (60) days prior to the effective date of the change (provided that, for those amendments in favor of the Customer, the notice period will be thirty (30) days prior to the effective date of the change), and specify that the Customer may cease to use the services of the Bank within the above-mentioned period. If the Customer fails to terminate the Bank's services within such period, the Customer will be deemed to have agreed to such fee adjustment.

- 2.6 **Assignment.** Any assignment and transfer by the Bank under Condition 11.2 (Transfer by Bank) shall be elective upon the Bank giving notice to the Customer (which notice, if permitted by applicable Law, may be given by way of public notice).
- 2.7 **Customer Information.** The Customer hereby consents to the collection, process and use of any personal data by the Bank pursuant to the appendix ANZ Notification Requirements under Personal Data Protection Act (Including the disclosure under Condition 9 (Disclosure of Information) in the ANZ General Banking Conditions).

The Customer agrees that, for the purpose of the Bank's business operation needs, the Bank may maintain the Customer's personal data for: (1) a period of fifteen (15) years after the expiration of any and all rights and obligations between the Customer and the Bank, or (2) the record keeping period in accordance with applicable laws and regulations, whichever is longer.

The Customer represents and warrants that the Customer has provided to its representative, director(s), supervisor(s), officer(s) and employee(s) with the Bank's Notification Requirements under Personal Data Protection Act before the Customer provided the personal data of its representative, director(s), supervisor(s), officer(s) and employee(s) to the Bank. In addition, the Customer confirms that such person(s) have/has fully understood the content of the Bank's Notification Requirements under Personal Data Protection Act. The Customer further confirms that with respect to any personal data provided to the Bank by the Customer, the Customer has obtained such person's consent to provision of such personal data to the Bank and to the Bank's collection, processing and use of such personal data.

- 2.8 **Outsourced Services.** The Services mentioned under Condition 2.2 in the ANZ General Banking Conditions means the services prescribed in "Regulations Governing Internal Operating Systems and Procedures for the Outsourcing of Financial Institution Operation" issued by FSC and its amendments.

The Customer agrees that the Bank may provide the relevant data of the Customer to the third party provider engaged by the Bank for the outsourced Services within the scope of processing necessity.

**2.9 Declaration and Guarantee.** In connection with the services provided by the bank, the Customer must declare, guarantee, and undertake that a third party will not make any unfavourable or unreasonable requests to the Bank or boycott the Bank. Otherwise, the Customer shall be responsible for the rectification and compensation related thereto. If such actions were to cause the bank to be unable to fulfil or provide any services, the Bank will not be held responsible except where there has been wilful misconduct, gross negligence or fraud on the part of the Bank.

**2.10 Deposit Insurance.** The Customer acknowledges that the Bank has participated in deposit insurance in accordance with the Deposit Insurance Act. The transactions between the Customer and the Bank, to the extent falling in the scope of the deposit insurance coverage under the Deposit Insurance Act, shall be covered by the deposit insurance provided by the Central Deposit Insurance Corporation.

**2.11 Modification.** Subject to paragraphs 2.5 and 4.8 hereunder, the Bank may, from time to time, amend or modify the terms and conditions of the Agreement upon thirty (30) days prior written notice to the Customer. If the Customer disagrees with such amendments or modifications, the Customer may terminate the deposit relationship with the Bank and this Agreement within the aforementioned period. If the Customer fails to terminate the deposit relationship with the Bank and this Agreement within such period, the Customer will be deemed to have agreed to such amendments and modifications.

### 3. SERVICE AVAILABILITY IN TAIWAN

The Customer acknowledges that the Customer may need to complete application forms or other documents as required by the Bank in order to apply for certain Services in Taiwan.

Some Services mentioned in General Banking Condition and all supplemented schedules may not be provided in Taiwan according to Taiwan laws and regulations and the Bank's scope of services provided in Taiwan.

## 4. DEPOSIT

### 4.1 Time Deposit in NT\$ and Foreign Currency

- (a) No interest is payable if such time deposit is terminated within one month from its opening.
- (b) If such time deposit is terminated after one month but before three months, the interest thereof is payable at 80% of the Bank's posted prevailing interest rate for one month deposits.
- (c) If such time deposit is terminated after three months but before six months, the interest thereof is payable at 80% of the Bank's posted prevailing interest rate for three month deposits.
- (d) If such time deposit is terminated after six months but before nine months, the interest thereof is payable at 80% of the Bank's posted prevailing interest rate for six months deposits.
- (e) If such time deposit is terminated after nine months but before one year, the interest thereof is payable at 80% of the Bank's posted prevailing interest rate for nine month deposits.
- (f) If such time deposit is terminated after one year but before two years, the interest thereof is payable at 80% of the Bank's posted prevailing interest rate for one year deposits.
- (g) If such time deposit is terminated after two years, the interest thereof is payable at 80% of the Bank's posted prevailing interest rate for two-year deposits.

### 4.2 Payment of Interest

(a) *New Taiwan Dollar Deposits.* Interest on deposits in NT\$ shall be calculated on the basis of a year of 365 days (and unless otherwise required by applicable laws and regulations or specified herein, shall be calculated on the basis of actual number of days elapsed) and be calculated and paid as follows:

- (i) *Demand Deposits.* Interest shall be calculated on any demand deposit in NT\$ at the then prevailing interest rate posted by the Bank from time to time. Interest shall be compounded daily, settled and paid each month.
- (ii) *Time Deposits.* Interest shall be calculated in NT\$ (at simple interest) according to the then prevailing interest rate posted by the Bank for the relevant tenor and, at the election of the Customer, settled and paid each month or at the maturity date.

(b) *Foreign Currency Deposits.* Interest on foreign currency deposits shall be calculated on the basis of a year of 360 or 365 days (depending on the foreign currency) (and unless otherwise required by applicable laws and regulations or specified herein, shall be calculated on the basis of the actual number of days elapsed) and be calculated and paid as follows:

- (i) *Demand Deposits.* Interest shall be calculated on any demand deposit according to the then prevailing interest rates for the applicable currency as posted by the Bank on a floating basis. Such interest shall be calculated daily and be paid semi-annually.
- (ii) *Time Deposits.* Interest shall be calculated on any time deposit (at simple interest) according to the then prevailing interest rates for the applicable currency and tenor as of the date of deposit as posted by the Bank. Interest shall be settled and paid on maturity date.

### 4.3 Early Termination of Time Deposits

- (a) *New Taiwan Dollar Deposits.* Where a deposit in NT\$ is terminated prior to its scheduled maturity, the interest payable on such deposit shall be calculated in accordance with the Rules Governing Pledge and Early Termination of Time Deposits promulgated by the banking authorities of Taiwan, as amended from time to time or other appropriate regulations. Unless otherwise agreed by the Bank and the Customer, the Customer shall give the Bank seven (7) days prior written notice for the early termination of any time deposit. The interest for the early termination of the time deposit will be calculated in accordance with Paragraph 4.1 above in which the Bank's posted prevailing interest rate is as of the deposit starting date.
- (b) *Foreign Currency Deposits.* In the event of a termination of a time deposit in a foreign currency prior to its scheduled maturity, the interest payable on such deposit shall be calculated in accordance with Paragraph 4.1 above in which the Bank's posted prevailing interest rate is as of the deposit starting date.

### 4.4 Renewal of Time Deposits with Prior Arrangement

For a time deposit which the Customer has agreed to automatically renew, the tenor of deposit for the renewal period shall be the same as that for original deposit, and the interest rate applicable to the deposit during the renewal period shall be the Bank's then prevailing rate for the time deposit with same tenor ("Time Deposit Rate") as of the date of renewal (for a time deposit in New Taiwan Dollar), or the rate agreed upon by the Customer and the Bank on a case by case

basis (for a time deposits in a foreign currency). The automatic renewal thereof may be made more than once. Should the Customer wish to terminate the automatic renewal arrangement with respect to a deposit, the Customer shall serve notice on the Bank at least two Business Days prior to the maturity of such deposit. For such a renewal, the Bank will only issue a confirmation in lieu of a new deposit certificate.

#### 4.5 Account Statements and Transaction Documentation.

No passbook will be issued for demand deposit accounts. Unless otherwise instructed by the Customer, the Bank will, depending on the nature of the transaction(s), periodically or non-periodically send the statement to the Customer for verification. In the event of any discrepancy between the statement and the transactions thereof, the Customer shall inform the Bank in writing within 30 days of the date of each statement of any error, irregularities, omissions, inaccuracies or discrepancies in the entries therein, otherwise, such statement shall be deemed correct and shall be binding unless there is a manifest error or any wilful misconduct, gross negligence or fraud on the part of the Bank. The Customer agrees that copies, photographs or any information stored in computers retained by the Bank with respect to relevant transaction documents shall have the same legal validity as the originals thereof in evidencing the Customer's transactions with the Bank, save if same is proved by the Customer to be incorrect, in which case, the Bank shall make the appropriate correction.

#### 4.6 Account Management Fee. The Bank may, from time to time, establish an account management fee for each type of Account that is a deposit account (please refer to the Pricing Guide for ANZ Commercial and Institutional Customers). The Bank shall be entitled to the payment of an account management fee prescribed by the Bank and be authorised to debit same from any Account(s) held from time to time.

#### 4.7 Restrictions on Transfer and Pledge. All deposits with the Bank may not be assigned to, transferred to or pledged in favor of any third party without the Bank's prior written consent.

#### 4.8 Amendment. For any amendment in respect of commence date for calculating the interest period as specified in the paragraph 4.3 of this Section and other amendments that require prior notice in accordance with applicable laws and regulations, the Bank shall notify the Customer by sixty (60) days prior written notice (exclude those amendments which are in favour of the Customer). If the Customer disagrees with such amendments, the Customer may terminate the deposit relationship with the Bank within the aforementioned period. If the Customer fails to terminate the deposit relationship with the Bank within such period, the Customer will be deemed to have agreed to such amendments.

### 5. BANK DRAFT AND CLIENT CHEQUE PAYMENTS

#### 5.1 The Bank shall pay the below mentioned drafts and / or cheques presented to the Bank in accordance with this article.

- (a) *Bank draft:* A cheque that is payable on demand and is signed and issued by the Bank as issuer and payer based on the Customer's instructions such as the amount, payee, and date of cheque issue.
- (b) *Client cheque:* A cheque that is signed and issued by the Bank on behalf of the Customer based on instructions such as the amount, payee, and date of cheque issue specified by the Customer or that is issued by the Customer. The cheque is issued using the Customer's NT\$ account ("designated account") opened at the Bank by the Customer which is designated for funding the cheque payment.

The bank draft and client cheque shall be collectively termed as 'payment cheques'.

#### 5.2 Payment Currency and Handling Commission

- (a) The Customer shall ensure and agree that every payment cheque shall be made in NT\$ and the name shall be recorded (the name or surname of the cheque payee shall be recorded). In addition, the words "NON-ENDORSABLE" shall be written down with parallel lines.
- (b) The Customer shall fulfil all settlement responsibilities as per the context stated in the client cheque.
- (c) For client cheque services, all matters pertaining to the issue, payment, and operation of the designated account shall be managed according to this schedule and the ANZ General Banking Conditions agreed by the Customer and the Bank and the applicable Laws.
- (d) The Customer shall not entrust to any third party the payment of various service charges payable (such as handling commission, service charges, postage, and delivery costs) to the Bank. If payment were to be made by a third party, or made by a third party on behalf of the Customer, the Bank will have the right to reject the payment.

#### 5.3 Revocation or Amendment to Authorisation

**Instruction.** The Customer's instruction shall take effect from the moment it is issued and the Bank shall act accordingly. Once the instruction has been received by the Bank, the Customer shall not revoke or amend the instruction.

#### 5.4 Rights, responsibilities, and obligations of the Bank

- (a) The Customer shall agree that when the Bank is entrusted with the task to fulfill these services, it may refuse to accept any instruction and refuse to issue a payment cheque for the Customer at its own discretion (acting reasonably and without the need to inform the Customer beforehand).
- (b) The Bank is not obligated to make further verifications of instructions given to the Bank by the Customer via e-banking.
- (c) When the Bank is entrusted any tasks pertaining to the fulfilment of these services, it shall be permitted to specify an authorised signing party or other associated parties, or assign a third party to handle it on its behalf. If a third party were chosen to handle it, the Bank's liability is only limited to the selection of the third party and the instructions given to the third party.

#### 5.5 Rights, Responsibilities, and Obligations of the Customer

- (a) If the Customer has yet to pay the service remuneration or has delayed its payment, the Bank has the right to refuse to provide the services specified in this section.
- (b) The Customer shall be responsible for repaying the Bank for any Costs or compensations apart from those payable to a third party arising from the provision of these services. From the day the Bank makes the advance payments till the day of settlement, the interest shall be calculated based on the NT\$ lending rates of the Bank.
- (c) The Customer shall be responsible for repaying the Costs (including legal fees) and taxes borne by the Bank in providing the services stipulated in this section. From the day the Bank makes the advance payments till the day of settlement, the interest shall be calculated based on the NT\$ lending rates of the Bank.
- (d) The Bank will provide the actual proofs of expenditure pertaining to the Cost of providing the services stipulated in this section. The Bank may require the Customer to pay in advance. During account settlement on the last day of the month, any excess in prepayment shall be refunded and any shortfall shall be topped up.

## 6. PAYMENT AND COLLECTION SERVICES VIA THE AUTOMATED CLEARING HOUSE (ACH)

The Customer agrees that the Bank shall provide ACH payment and collection services according to the application (client application form) submitted by the Customer and accepted by the Bank and in accordance with the contents of this article.

### 6.1 ACH Collection Services.

To facilitate the Customer's customers in making different types of payments, the Customer may entrust the Bank to provide their customers with payment and receipt services on the Customer's behalf.

- (a) The Customer has to inform his users (authorised paying users) to sign the "Letter of Authorisation for Financial Institution to Process Operating Costs for Payment Services" to authorise the Bank to process the operating costs for payment services. The Customer shall issue instructions under this article using the seal format recorded on the specimen seal impression card retained with the account which the Customer has opened with the Bank (account number and account holder's name as shown in application form).
- (b) The Customer shall record into a media his authorised paying users' expense data in a format agreed upon by the Customer and the Bank and submit it to the Bank at least two Business Days before the payment date. The Bank shall adhere to the schedule and receipting regulations for media exchange by the Taiwan Clearing House, and exchange the media one Business Day before the payment date. The Customer's users shall authorise or instruct the relevant deducting bank to effect the deduction of funds. One Business Day after the exchange is settled, the Bank shall credit the funds it receives from the relevant deducting bank to the account set up by the Customer at the Bank. The notice on unsuccessful deduction shall also be sent to the Customer.
- (c) If the authorised paying user is a holder of a deposit account at the Bank, the Bank may choose either to deduct on its own accord from that account or submit a notification of exchange to the Taiwan Clearing House before deducting. However, regardless of the option adopted, it should be done only after the date of the exchange of media.
- (d) For those who have made their payments successfully, the Customer should be responsible for printing a receipt to pass to the authorised paying user. If the authorised paying user were to disagree with the computation of the receipt operations, fee rates, amount, and refund rates, the Customer will be responsible for handling and responding to those queries.
- (e) For those who have their payments rejected, the Bank shall create a list of rejected payments and notify the Customer. If the fault can be traced back to the Bank's delay in notification causing the authorised paying user and Customer to enter into a dispute or incur losses, upon verification by the Bank, the matter shall come under the responsibility of the Bank.  
However, the Bank's scope of responsibility is only limited to the amount related to the delay in notification.
- (f) If the Customer has to modify the authorised paying user's operating number based on operational requirements, the user's new number shall be matched against his old number to be provided to the Bank for processing.
- (g) Pursuant to the fee schedule stipulated in Article 2.5 of this schedule, the Customer shall pay the handling commission to the Bank in accordance with the bill processed by the Bank. The Bank shall deduct the amount in accordance with Article 6.1(b), and the receipt for handling fees shall be sent to the Customer on the following Business Day after the date of deduction.

- (h) The Customer shall pay the Bank for debit authorisation mandate maintenance (four copies per authorisation letter) in accordance with the fee schedule stipulated in Article 2.5 of this schedule. The Bank shall deduct the amount in accordance with Article 6.1(b), and the receipt for debit authorisation mandate maintenance shall be sent to the Customer on the following Business Day after the date the reply pertaining to debit authorisation mandate maintenance is submitted.
- (i) If there are any unsettled matters pertaining to this service provided by the Bank, they may be settled in accordance with the relevant regulations of the Taiwan Clearing House and the monetary authorities.

### 6.2 ACH Payment Services.

To pay certain expenses, the Customer will need to entrust the Bank to deposit that amount into the payee's account:

- (a) For payments to be made by the Customer to the payee, the Customer shall refer to the fee schedule in Article 2.5 of this schedule for the handling commission and other information. The payment shall be made in accordance with a format agreed upon between the Customer and the Bank at least two Business Days before the agreed date of credit. The Bank shall adhere to the media exchange schedule and filing regulations of the Taiwan Clearing House, and submit a notification of exchange at least one day before the agreed date of credit. The Customer shall issue instructions such as the related notification of exchange using the seal format recorded on the specimen seal impression card retained in the account which the Customer has opened with the Bank (account number and account holder's name as shown in the application form).
- (b) For the above-mentioned payment, the Customer shall credit the amount not later than 2 Business Days into the account opened at the Bank before the agreed date of credit, and that sum shall not be touched. If the amount has not been credited insufficient for making payments, the Bank shall, acting reasonably, temporarily cease all or some payment operations. The Customer shall be responsible for disputes arising from the Loss of the payment to the payee, and the Bank shall not be involved.
- (c) The Customer shall ensure that all information provided is correct and error-free. The Customer shall make payment of the amount through the Bank solely based on the computer media data provided by the Customer. If there are any errors on the data in the computer media provided by the Customer which may result in the crediting of a wrong amount, disagreements, or other disputes, the Customer will be responsible for handling all the Losses incurred, except the Loss which directly results from the Bank's wilful misconduct, gross negligence or fraud, and explain to the customer.
- (d) For the amount to be paid by the Customer, the date of crediting to the account of the payee shall be the Business Day following the date of the notification of exchange.
- (e) For payments made by Customers through the banks that were successful, the Customer shall be responsible for notifying the payee. If the payee has any doubt regarding the computation of the amount and the refund rates pertaining to the amount, the Customer shall be responsible for responding to their queries.
- (f) For those who had their payments rejected, the Bank shall create a list of rejected payments and notify the Customer. If the fault can be traced back to the Bank's delay in notification causing the authorised paying user and Customer to enter into a dispute or incur losses, upon verification by the Bank, the matter shall come under the responsibility of the Bank. However, the Bank's scope of responsibility is only limited to the amount related to the delay in notification.



- (g) If the Bank is unable to complete its payment operations by the agreed date due to a technical fault in the computer system of the Bank or the Taiwan Clearing House or any Force Majeure Event, the Bank shall extend the date by one more Business Day to remedy the situation. If the Customer or the Customer's payee were to sustain any damages arising from this, the Bank shall not be responsible unless there is any wilful misconduct, gross negligence or fraud on the part of the Bank.
- (h) The Customer shall pay the handling commission to the Bank in accordance with the regulations in the fee schedule in Article 2.5 of this schedule.
- (i) If there are any unsettled matters pertaining to this service provided by the Bank, they may be settled in accordance with the relevant regulations of the Taiwan Clearing House and the monetary authorities.

## 7. ELECTRONIC BANKING CHANNEL

If, in the Bank's reasonable opinion, the Customer's Accounts are being misused, the Bank may terminate the Accounts or Services with immediate effect and without notice to the Customer.

## 8. APPLICATION PROGRAMMING INTERFACE (API)

### 8.1 For the purpose of the Agreement:

- (a) An API means an Application Programming Interface;
- (b) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be a communication via Host-to-Host; and
- (c) any reference to Host-to-Host in the Agreement shall include an API.

### 8.2 In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees that it will not send any such Instruction in relation to an Account or Service until it has been approved by the relevant Authorised Person appointed to use and operate that Account or Service.

## 9. ANTI-MONEY LAUNDERING

- 9.1 Notwithstanding any other provision of the Agreement to the contrary, the Bank is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to the Bank.
- 9.2 The Customer must provide to the Bank upon request all information and documents that are within its possession, custody or control reasonably required by the Bank from time to time, and as necessary in order for the Bank to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or ongoing customer due diligence requirements or regulations applicable to the Bank.
- 9.3 The Customer agrees that the Bank may disclose any information concerning the Customer to any law enforcement entity regulatory agency or court where required by any laws or regulations.
- 9.4 The Customer agrees to exercise its rights and perform its obligations under this Agreement in accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or ongoing customer due diligence requirements or regulations.
- 9.5 The Customer declares that it is acting on its own behalf and not in a trustee capacity, unless otherwise disclosed to the Bank and agrees to provide evidence of due authority and specimen signatures for each authorized personnel.
- 9.6 The Customer agrees that the Bank may take a sufficient time to consider, verify or occlude a transaction, if the

Customer or any other person or entity in connection with the transaction becomes a sanctioned person or entity, or upon the occurrence of a match on the Bank's sanction filters.

## 10. GOVERNING LAW AND JURISDICTION

Regardless of the nationality of any Customer (including a legal entity), all the transactions contemplated herein shall be governed by the laws of Taiwan. and applicable rules and regulations. Any disputes arising from this Agreement shall be subject to the jurisdiction of the Taiwan Taipei District Court for the first instance.

## 11. LIQUIDITY SERVICE SCHEDULE

### 11.1 Sweep Service

- (a) Each Sweep Participant represents and agrees that it will not reduce its withholding tax or corporate income tax in Taiwan. by conducting any transactions under the Sweep Service.
- (b) Each Sweep Participant represents and agrees that it will not violate any laws of Taiwan. and applicable rules and regulations by conducting any transactions under the Sweep Service and to the extent the sweep is characterized as inter-company loan, each Sweep Participant undertakes that it had not violated Article 369-4 of the Company Act.
- (c) Each Sweep Participant undertakes and declares that unless otherwise notified to the Bank, each sweep which originates from a Sweep Account in Taiwan to any other Sweep Account belonging to other Sweep Participants are classified as inter-company loan and each Sweep Participant agrees that the Bank may rely on this undertaking and declaration to satisfy its reporting obligation to the Taiwan Authorities.

### 11.2 Notional Pooling Service

- (a) The set off provision in Clause 2.3 hereof shall apply to the Notional Pooling Service.
- (b) Each Notional Pooling Participant agrees that the overall pool benefit derived from the Notional Pooling Service will be assigned to the respective Participant only to the extent of the weightage as agreed between the Notional Pooling Participant and the Bank.
- (c) Each Notional Pooling Participant represents and agrees that it will not violate any laws of Taiwan. and applicable rules and regulations by conducting any transactions under the Notional Pooling Service and to the extent the Notional Pooling is characterized as inter-company guarantee, each Notional Pooling Participant undertakes that it had not violated Article 369-4 of the Company Act.

## 12. WITHDRAWAL AND PAYMENTS

### 12.1 Facsimile Instructions and Verification Procedures

In respect of any facsimile Instructions and verification procedures:

- (a) While the Bank may (but is not obliged to) enquire about or attempt to verify the authenticity of any Instruction with the Authorised Person by phone, the Bank can proceed with the Instructions at its discretion without enquiry or verification.
- (b) The Customer shall be responsible for the completeness and correctness of the Authorised Persons' names and their telephone numbers and shall assume all responsibilities for any Losses and consequences arising from any incorrect or outdated information thereof, except where there has been wilful misconduct, gross negligence or fraud on the part of the Bank.
- (c) The Customer should consider the potential risks inherent in the giving of facsimile Instructions.

Non-original signatures on the facsimiles Instructions may be forged and facsimile Instructions may be transmitted to wrong numbers, which may never reach the Bank and become known to third parties. Except where there has been wilful misconduct, gross negligence or fraud on the part of the Bank, the Bank is not responsible for the occurrence of any such circumstances or any Loss arising or incurred by the Customer as a result of facsimile Instructions.

## 12.2 International Payment

In respect of any International Payment Instruction:

- (a) With respect to the Bank's accepting and relying on the information input by the Customer in the payment Application Form and relevant Instructions, the Bank shall not be responsible for any Loss as a result of errors, omission made by the Customer or any other the like occurred in the transmission.
- (b) Payment of the payment Instruction shall be made in the Agreed Currency to which the funds are transmitted at the Applicable Rate or the prevailing buying rate of exchange of the Correspondent or other Agent making the payment, unless other arrangement are made between the beneficiary/payee and such Correspondent or other Agent.
- (c) The Bank shall at its discretion send the telegraphic transfer either literally or in cipher and shall have no liability for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or from its misinterpretation when received, except where there has been wilful misconduct, gross negligence or fraud on the part of the Bank.
- (d) The Bank reserves the right to draw the telegraphic transfer on a difference place from that specified by the remitter if operational circumstances so require.
- (e) The Bank will use specified beneficiary bank's code (SWIFT BIC) to process International Payment Instructions. However, when the Bank enters beneficiary bank code, but the database of SWIFT cannot identify any beneficiary bank via such beneficiary bank code, the Bank will adopt beneficiary bank name and beneficiary bank address, city and country provided in the Customer's International Payment Instruction to complete the International Payment. Upon the completion of the International Payment, the foreign exchange memo and/or inward/outward remittance transaction certificate for such International Payment will be issued to the Customer on the next Business Day.
- (f) The Customer acknowledges and agrees that it should be responsible for the risks associated with any omission, incompleteness, conflict, and error in the International Payment Instruction and any potential fraudulent activities, and that neither the Bank nor any of the Bank Group Member communicating or acting on such Instruction shall be responsible for any Loss resulting therefrom, except where there has been wilful misconduct, gross negligence or fraud on the part of the Bank or the Bank Group Member.