

The Notification for the Revisions of HSBC General Agreement

Date: 23 Aug 2021

1. According to HSBC General Agreement, the Bank may, via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least 14 days in advance, amend the terms and conditions of General Agreement. If the Customer disagrees with such amendments, he/she/it may notify the Bank in written form within the designated notification period to terminate the applicable terms and conditions as well as transactions and services with the Bank. The Customer needs to be cooperative with the Bank in account closing procedure. If the Customer fails to notify of termination within the designated notification period and continues to conduct transactions with or using services of the Bank, the Customer shall be deemed to agree with the amendments.
2. This amendment is announced as this notification; should you have any query, please do not hesitate to contact us via our branch networks or our 24-hour Call Center at (02)6616-6000.

Below please find the comparison table for your notification.

- 1) **The following change will be effective from 06 Sep 2021. The original one is still applicable before the effective date. If the Customer disagrees with such change, he/she/it may notify the Bank in writing prior to the effective date to terminate the General Agreement as well as transactions and services with the Bank and should cooperate with the Bank in account closing procedure.**

Original	Revised
I. General Terms and Conditions	I. General Terms and Conditions
XIV. Investing in Domestic and Foreign Securities Permitted by the Competent Authority through the Non-Discretionary Trust Service	XIV. Service of Investing Non-Discretionary Trust Funds in Domestic/Foreign Securities (as Permitted by the Competent Authority only)
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:	For the purposes of investment and asset management, the Customer, as the settlor and trust beneficiary, hereby designates the Bank as its trustee to invest the trust funds of the Customer in domestic/foreign securities ("Investment Target") via a non-discretionary trust ("Trust") in accordance with the Customer's instructions ("Service"). 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. When engaging the Service of the Bank, the Customer shall apply the provisions of each individual transaction and the transaction documents on a priority basis, and apply the following terms to issues not addressed by individual transactions and transaction documents, and the other provisions of this agreement to issues not addressed by these terms:
(I) General Terms:	(I) General Terms:
6.The Bank's Rules: (4) With respect to Investment Target subscribed by the Customer through Non-Discretionary Trust service, if subsequent to the subscription of issuance rating of the investment products (Notes or Bonds), and/or the credit rating of the issuer or the guarantor is not in compliance with the	6.The Bank's Rules: (4) With respect to Investment Target subscribed for by the Customer through the non-discretionary trust service, if, subsequent to the subscription, the issuance rating of the Investment Target, and/or the credit rating or rating institution of the issuer or the guarantor of the Investment Target is

<p>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, 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 Bank's website or in writing). The Customer understands and agrees that although the Bank has informed the Customer of the above-mentioned 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.</p>	<p>not in compliance with the requirements of the competent authority, or the issuer of the Investment Target is unable to satisfy its obligations in accordance with the terms and conditions of issuance of the Investment Target, the trustee may inform the Customer in a manner the Bank deems suitable (including but not limited to disclosing the information on the Bank's website or in writing). The Customer understands and agrees that the provision by the Bank to the Customer of the above-mentioned information or other information relevant to changes in transaction contents may not be deemed to obligate the trustee to supervise or to inform the Customer of any changes in the contents of transactions in the Investment Target. The trustee has no right either to make a decision or give a transaction instruction on behalf of the Customer. The Customer shall still independently and carefully consider if further transaction instructions shall be given to the trustee in this regard.</p>
<p>8.Trust Assets and Custody; the Calculation and Distribution of Proceeds and Expenses: (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 a Beneficiaries' Meeting or Shareholders' Meeting, and the meeting agenda includes material events with great impact on the investors' rights, the Bank shall inform the Customer immediately and collect every investor's opinion for the bank's exercise.</p>	<p>8. Trust Fund Account and Custody; Calculation and Distribution of Proceeds and Expenses: (3) The Bank is fully authorized by the trust agreement to handle the subscription, sale, settlement, custody, Investment Return and dividends collection, and the performance of various rights and obligations, by the Customer with respect to the Investment Target (including but not limited to the performance of rights and obligations by fund beneficiaries, shareholders or bond holders) etc. However, when the issuer or the fund-management company convenes a-Beneficiaries' Meeting or Shareholders'-Meeting, and the meeting agenda includes-material events with great impact on the-investors' rights, the Bank shall inform the-Customer immediately and collect every-investor's opinion for the bank's exercise.</p>
<p>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 accounts. (2) In case of any adjustment of the aforementioned fees and charges, the Bank</p>	<p>10.Charges for Trust Services: (1)The Customer agrees to pay the Bank the following: a subscription or buy service charge and relevant transaction fees and statutory fees according to the customary practice of the relevant financial market of dealing with various Investment Target products or the laws and regulations or market trading rules applicable to the Investment Target, for subscribing for or buying the Investment Target; a redemption fee and a trust administration fee based on the redemption or sales price, for redeeming or selling the Investment Target; and a switching fee, for switching the investment fund. The Customer also agrees to pay the relevant fees of the custodian and all the collection fees charged by the trustee. The amounts, currencies or rates of the aforementioned fees are governed by the rate table as agreed between the Bank and the Customer. The Customer agrees that the Bank may directly</p>

<p>shall notify the Customer or publicly announce at least 60 days prior to the date of adjustment, other than which are favorable to the Customer.</p>	<p>deduct the aforementioned service charges, custody fee, and other necessary fees (if applicable) from the proceeds of redemption/sale or the account. (2) In case of any adjustment of the aforementioned fees and charges, the Bank shall notify the Customer or publicly announce at least 60 days prior to the date of adjustment, other than which are favorable to the Customer.</p>
<p>12.Mandatory Redemption/Mandatory Sale: (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/sale such Investment Target held by the Customer automatically. The Customer unconditionally agrees to such manner of handling.</p>	<p>12. Mandatory Redemption / Mandatory Sale: (1) In compliance with the laws and regulations of the Customer's country of registration, country of incorporation, nationality, country of domicile or country of residence, the Customer may not be able to invest or hold a certain Investment Target or must perform certain obligations in order to invest, or, in compliance with the laws and regulations promulgated by the competent authority of the trustee, the trustee may not perform the Service with respect to a specific Investment Target. In such event, or if the Customer refuses to perform a specific obligation, the trustee shall have the right to refuse to execute any trade instructions of the Customer with respect to investment in such Investment Target and may further inform the Customer of the termination of the contract with respect to the investment in such Investment Target with the Trust funds and/or automatically redeem/sell such Investment Target as held by the Customer. The Customer unconditionally agrees to comply with the above, and the trustee is not held liable for any losses suffered by the Customer therefrom.</p>
<p>15.Waiver: (3) The Customer agrees and understands, in the event that the Investment Target is foreign securities, the execution of transaction will involve international transactional agencies such as foreign securities brokers, clearance institutions, and custodian banks and the operation and notification thereof (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.</p>	<p>15. Disclaimer: (3) The Customer agrees and understands, in the event that the Investment Target is foreign securities (including structured notes), various procedures and notifications (including confirmations of transactions, dividends and interest distribution, redemption and maturity payment etc.) may be delayed since the transactions will involve international transaction and liquidation agencies and custodian banks, and the trustee shall not be liable for any damage caused the Customer by such delay. (4) The trustee assumes no liability for any loss, expiration or freeze of the trust property caused by an act of God; change of circumstances; war; riot; or attachment, expropriation, confiscation, damage or other acts by a foreign government, jurisdictional agency or political organization; or change, interpretation, or application of the laws and regulations of the relevant jurisdiction; or other event of force majeure nor attributable to the trustee.</p>
<p>(II) Special Provisions Concerning Local/Offshore Mutual Fund:</p>	<p>(II) Special Provisions Governing Investments in Domestic/Foreign Mutual Funds:</p>

<p>1.Periodic Trust Fund Subscriptions in a Fixed Amount ("Monthly Investment Plan"):</p> <p>(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 Demand Account) or credit card 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. However, the debits from credit card accounts should be handled in accordance with the Bank's operation rules governing credit cards.</p> <p>(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 or credit lines one Business Day before deduction. Otherwise, the Customer agrees that the Bank is entitled to not execute the investment in such month due to insufficient funds, insufficient credit line or the Bank's failure to obtain credit card authorization. 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.</p> <p>(5) When the Customer designates a credit card account for the investment herein, the investment shall be deemed complete once the deduction is made. If the Customer wishes to cancel the transaction, the Customer must apply for redemption or sale.</p> <p>(6) When the Customer designates a demand deposit account or credit card account for the deductions 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 Targets 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 9 of the General Terms in Special Provisions concerning Local/Offshore</p>	<p>1. Monthly Investment Plan ("MIP") through trust:</p> <p>(2) During the life of the trust, 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 Bank deposit account designated by the Customer (TWD demand deposit account or foreign currency deposit account) or credit card account, on the dates designated by the Customer in writing or the following Business Day if a designated date is not a business day, for the investment in the Investment Target designated by the Customer. However, the debits from credit card accounts should be handled in accordance with the Bank's operation rules governing credit cards.</p> <p>(4) The Bank shall debit payment through the computer system on the designated debit dates. The Customer shall maintain sufficient designated sums for debit or credit lines one business day before debit, otherwise, the Customer agrees no trust investment is deemed made in such month due to insufficient funds, insufficient credit line or the Bank's failure to obtain credit card authorization.the account amount. If, on the debit date, there are several debits to make and the savings balance is insufficient, the order of debit is governed by the Bank's relevant operating procedures. The Customer may not specify the order or raise any objections.</p> <p>(5) When the Customer designates a credit card account for the investment herein, the investment shall be deemed complete once the deduction is made. If the Customer wishes to cancel the transaction, the Customer must apply for redemption or sale.</p> <p>(5) When the Customer designates a demand deposit account or credit card account for debit purposes, if debit has failed for up to three consecutive periods for the MIP in any Investment Target, the Customer is deemed to terminate the indication of intent to debit funds for the MIP in said Investment Target. The Bank will terminate its debit service immediately, provided, however, the successful debit service for the MIP in other Investment Targets will not be affected. Investment Targets for which subscription is completed upon debit will remain in the Customer's trust account. However, the Customer may apply for redeeming or selling such Investment Targets in accordance with Article 9 of the General Terms and Article 2 of this Agreement.</p>
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Mutual Fund under XIII.	
<p>2.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 under the same fund management company within the permissible scope of Investment Target specified by the Bank. 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.</p> <p>(2) If the Customer designates a credit card account for deduction and such credit card is compulsorily suspended, the Customer agrees that the Bank shall be entitled to redeem or sell all or a part of the Customer's Investment Target on any transaction day and terminate the Non-Discretionary Trust relationship. The Customer also agrees that the Bank may redeem or sell the Investment Target to repay overdue credit card principal, interest or other charges owed by the Customer and may deposit the balance, if any, to the Customer's Foreign Currency Demand Deposit Account or TWD Demand Deposit Account.</p>	<p>2. Redemption, Sale and Switch: (1) The Customer may, at any time, give instructions to the Bank to redeem the Investment Target that the Customer has selected, or to switch the same with another Investment Target of the same fund company, which target is specified by the Bank as acceptable. However, if the Relevant Organizations or the Bank has restrictions on the time, number, procedure or other matters with regard to the redemption, sale or switch, the Customer agrees to abide by such restrictions.</p> <p>(2) If the Customer designates a credit card account for deduction and such credit card is compulsorily suspended, the Customer agrees that the Bank shall be entitled to redeem or sell all or a part of the Customer's Investment Target on any transaction day and terminate the Non-Discretionary Trust relationship. The Customer also agrees that the Bank may redeem or sell the Investment Target to repay overdue credit card principal, interest or other charges owed by the Customer and may deposit the balance, if any, to the Customer's Foreign Currency Demand Deposit Account or TWD Demand Deposit Account.</p>
(III) Special Provisions Concerning the Structured Notes ("SN"):	(III) Special Provisions Concerning Investments in Structured Notes ("SNs"):
<p>1.Definitions: (1) "Product Prospectus" means the reference and explanation with respect to the terms and conditions of the SN that the Bank provides to the Customer for making investment instructions through the Non-Discretionary Trust. The Chinese version of Product Prospectus is translated from the issuer's terms and conditions in English (i.e. Indicative Term Sheets), which is expressed in words easily understood and is confirmed by the issuer. If there is any incompleteness or discrepancy between the Chinese version and the English version, the attached English version of terms and conditions and the content specified in the final transaction documents shall prevail. (2) "Letter of Intent" means the document signed by the Customer to the subscription of SN through the Trust. (3) "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. (4) "Underlying" means the specified linked financial instrument of the subject SN, which determines the rate of return of such SN. The common underlying includes equity index, stocks, foreign exchange rate, interest rate, mutual funds and other products. (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.</p>	<p>1.Definitions: (1) "Product Prospectus" means the reference and explanation with respect to the terms and conditions of the SN that the Bank provides to the Customer for making investment instructions through the Non-Discretionary Trust. The Chinese version of Product Prospectus is translated from the issuer's terms and conditions in English (i.e. Indicative Term Sheets), which is expressed in words easily understood and is confirmed by the issuer. If there is any incompleteness or discrepancy between the Chinese version and the English version, the attached English version of terms and conditions and the content specified in the final transaction documents shall prevail. (2) "Letter of Intent" means the document signed by the Customer to the subscription of SN through the Trust. (3) "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. (4) "Underlying" means the specified linked financial instrument of the subject SN, which determines the rate of return of such SN. The common underlying includes equity index, stocks, foreign exchange rate, interest rate, mutual funds and other products. (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.</p>

<p>(6) "Trade Date" means the date that the issuer trades the Underlying subsequent to the issuance in the market.</p> <p>(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.</p> <p>(8) "Issue Date" means the date that the issuer officially issues the SN.</p> <p>(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.</p> <p>(10) "Coupon Rate" means the interest rate per annum that the SN issuer undertakes to pay during the tenor for such SN.</p> <p>(11) "Coupon Payment Dates" means the timetable that during the tenor the SN issuer undertakes to pay the agreed interest.</p> <p>(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.</p> <p>(13) "Call Feature" means that the contents of the conditions under which the issuer may call back the SN during the tenor of the SN.</p> <p>(14) "Early Break" means the contents of the conditions under which the Customer may demand the issuer to redeem the SN during its tenor of existence.</p>	<p>(6) "Trade Date" means the date that the issuer trades the Underlying subsequent to the issuance in the market.</p> <p>(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.</p> <p>(8) "Issue Date" means the date that the issuer officially issues the SN.</p> <p>(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.</p> <p>(10) "Coupon Rate" means the interest rate per annum that the SN issuer undertakes to pay during the tenor for such SN.</p> <p>(11) "Coupon Payment Dates" means the timetable that during the tenor the SN issuer undertakes to pay the agreed interest.</p> <p>(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.</p> <p>(13) "Call Feature" means that the contents of the conditions under which the issuer may call back the SN during the tenor of the SN.</p> <p>(14) "Early Break" means the contents of the conditions under which the Customer may demand the issuer to redeem the SN during its tenor of existence.</p>
<p>2. Authorization to Make Deduction:</p> <p>(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.</p>	<p>1. Debit Authorization:</p> <p>(1) The Customer who subscribes for an SN hereby authorizes the trustee to directly earmark and debit payments from the Customer's TWD Demand Deposit Account or foreign currency demand deposit account opened in each branch office, during the Issuance Period. If the funds in the account are insufficient, the trustee will not proceed with the transaction.</p>
<p>3. Subscription:</p> <p>(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.</p>	<p>2. Subscription:</p> <p>(1) The Customer may, during the Issuance Period of an SN and subject to the trading requirements set forth by the trustee, instruct the trustee to trade SNs in accordance with these terms. Once the Customer confirms the intent to subscribe, the trustee 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 its foreign currency demand deposit account and earmark the assets concerned and debit payments in accordance with subparagraph 2 above of these terms. The trustee retains all rights to accept or reject the Customer's application for subscription for any SN.</p>
<p>4. Cancellation / Early Break / Early Redemption by issuer:</p>	<p>3. Cancellation / Early Break / Early Call by the issuer:</p>

<p>(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 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.</p>	<p>(1) Cancellation during the Issuance Period The Customer may, during the Issuance Period, request to cancel the intent to subscribe, provided it shall fill out an SN Cancellation Application and make the application in person at the Bank. Other than canceling the earmarked investment principal and subscription service fees, the trustee shall still accrue interest in the TWD Demand Deposit Account or the foreign currency deposit account opened by the Customer with the Bank, from the subscription date to the day before the date of cancelation of earmarking by the Customer, at the trustee's posted interest rate for demand deposits in the same currency as the SN.</p>
<p>(IV) Special Provisions Concerning Foreign Equities /Exchange Trade Fund (ETF):</p>	<p>(IV) Special Provisions Concerning Investments in Foreign Stocks and Securities:</p>
<p>1.General Term (1) The investment herein shall comply with the operation rules or other standards on investment set forth by the issuers of foreign securities and the stock exchanges where the securities are listed (including but not limited to trading hours, stock price announcements, and fee charge calculation methods.) (2) The investment currency shall be in foreign currency, and the entrusted payment currency, including subscription/buy and redemption/sell, shall be in the original currency of the Investment.</p>	<p>1. General Terms and Definitions (1) The foreign stocks and securities referred to in this investment ("Products") mean products which comply with the rules of competent authorities and are approved by the trustee for investment in designated foreign exchanges, including, but not limited to, foreign stocks (e.g. U.S. stocks, Hong Kong stocks), depositary receipts (DRs), preferred shares, real estate investment trusts (REITs), and exchange-traded funds (ETFs) etc. (2) The investment herein shall comply with the operating rules or other provisions on investment promulgated at any time by the companies and stock exchanges, and the regulatory institutions of the countries, where the foreign securities being invested in are listed (including trading hours, trading manner, stock price announcements, and fee calculation methods), as well as the applicable laws and regulations. In the event of any discrepancy between Bank information and exchange information, information announced by the exchange shall prevail. The foreign markets which the Bank is entrusted to trade in include the U.S., Hong Kong, and other markets in which the trustee may be entrusted to invest. (3) The transaction currency of the investment shall be foreign currency, and the currency of any payment concerning each service engaged (e.g. subscription/buy and redemption/sell ...etc.) shall be the original currency of the Investment Target. "Transaction currency" means the currency in which the investment product of a customer is traded on the exchange on which it is listed and may be U.S. Dollar, Hong Kong Dollar, Reminbi, or other currency agreed to by the trustee.</p>
<p>3.Hold amount for subscription (2) If the account balance is below aforementioned estimated transaction amount and expenses, the Bank shall not proceed with the transaction. (3) The Customer understands and guarantees to obligate trade settlement once the subscription order has been successfully confirmed. If the account balance of Customer is insufficient, the Bank will cancel the transaction directly if Customers do not</p>	<p>3. Hold amount for subscription (2) If the Customer's account balance is below the aforementioned amount to be held, the trustee has the right not to accept the instruction or proceed with the transaction. (3) The Customer understands and undertakes that it is obligated to proceed with settlement and pay once the subscription transaction is confirmed successful (including where the funds to be held as mentioned above are insufficient but the trustee still accepts the</p>

<p>replenish the shortage after notifying by the Bank. For any losses arising therefrom to the Bank, the Customer shall be responsible for the compensation.</p>	<p>transaction instruction). If the account balance of the Customer is insufficient when the trustee proceeds to debit, the trustee may cancel the transaction directly if the Customer fails to replenish the shortage as requested by the trustee. For any losses incurred therefrom by the trustee, the Customer shall be responsible for paying damages.</p>
<p>4.Payment Authorization The Customer acknowledges and authorizes the Bank to unilaterally block or deduct amount from Foreign Currency Demand Deposit Account opened in the bank by the Customer. If the account balance is insufficient, the Bank shall not proceed with the transaction.</p>	<p>4. Debit Authorization The Customer agrees to authorize the trustee to earmark or debit funds from the various consolidated foreign currency deposit accounts opened with the Bank by the Customer. The amount to be earmarked is the estimated transaction amount as instructed by the Customer at the limit price/market price, plus the estimated transaction related expenses. The actual amount to be debited will be debited based on the actual transaction amount and transaction related expenses upon receipt of the transaction confirmation notice from the securities firm (or its agent). If the account balance is insufficient, the Bank shall not proceed with the transaction.</p>
<p>5.Transaction Cancellation The Customer shall apply for cancellation of the transaction through the Bank and comply with the relevant operating rules in the business hours of the foreign securities trading on the day of the order received by the Bank. The Customer understands that applying transaction cancellation does not guarantee the transaction has been confirmed to be revoked, and the Bank reserves the right to cancel or keep the transaction. Once the transaction is confirmed to be completed and cannot be cancelled, the Bank has the right to follow the actual transaction content on execution of payment deductions, remittances and other related matters.</p>	<p>5. Transaction Cancellation To cancel a transaction, the Customer shall apply to the trustee in accordance with the relevant operating rules within the trustee's business hours of foreign securities trading on the day of the transaction instruction. The Customer understands that such application does not represent confirmation that the transaction is revoked, and the trustee reserves the right to accept or reject the application. Once the transaction is confirmed to be consummated and cannot be cancelled, the trustee has the right to proceed with debit and remittance and other related matters based on the actual transaction content.</p>
<p>6.Management of Trust Funds (1) The Bank has the right to deal and proceed directly with the cash dividends, stock dividends, unpaid dividends, new shares, stock split, remaining asset resulting from dissolution/ bankruptcy of the issuance company, and other securities related interests. The proceeds are directly deposited into the account of the Customer, and he/she/it has no objection to the conduct executed by the Bank. (2) The Customer authorizes the Bank to disclose or perform related obligations in accordance with domestic and foreign securities regulations. (3) Unless otherwise provided by the regulations, the Bank is not obliged to exercise any voting rights on foreign securities invested by the Customer. The Bank has no responsibility nor obligation to the equity proxy or any voting related documents.</p>	<p>6. Use and Management of Trust Funds/Exercise of Rights and Interests Arising out of Corporate Events (1) The Customer authorizes the trustee to directly decide solely how to handle, dispose of, or not to dispose of the following rights and interests or events arising out of the Customer's investment in the subject product, including, but not limited to, distribution of stock dividends or cash dividends, issuance of new shares and subscription warrants, exchange of old for new shares, stock split (reverse split), stock merger, exchange of old for new shares for capital decrease, acquisition, liquidation or delisting (including transfer to the OTC market) of the issuer, distribution of remaining asset resulting from dissolution/ bankruptcy of the company, and other related rights and interests in securities (Corporate Event). The Customer has no objection to whatever disposition by the trustee. The Customer agrees the trustee may, after deducting the relevant transaction fees</p>

and taxes, directly deposit any proceeds obtained from disposition by the trustee into the Customer's deposit account of the same foreign currency.

(2) The Customer authorizes the trustee, when the trustee is handling a Corporate Event, to disclose the Customer's personal and transaction data or perform related compliance obligations as deemed necessary by the Customer in its sole discretion, in accordance with the requirements of domestic and foreign laws and regulations. The Customer understands that its refusal to have such disclosed may prevent the trustee from continuing to offer the Service.

(3) **Notice of rights and interests in corporate events handled by the trustee:** The Customer agrees the Bank may collect in the name of the trustee equity proxies, documents relating to voting rights, or Corporate Event related documents, provided the Bank has no responsibility or obligation to exercise such rights or take action on behalf of the Customer, or obligation to notify the Customer. **The Customer authorizes the trustee to opt for cash distribution on priority basis for the investor upon notice of Corporate Event given by the custodian requesting the investor to opt for cash or stock distribution or other form of distribution of proceeds. The Customer also authorizes the trustee to directly decide how to dispose/handle in accordance with subparagraph (4) below if the option of cash distribution is unavailable.**

(4) The Customer agrees that, in the event of a distribution of securities rights and interests arising out of the subject product due to a Corporate Event, the trustee has the right to sell the rights and interests upon actual receipt, in a public market on the following common business day, as the trading date, of the exchange of the trustee and such rights and interests. The amount received less taxes and relevant fees payable pursuant to the tax laws of each country shall be deposited in full in the Customer's deposit account of the same foreign currency. If trading of the rights and interests in the subject product cannot be completed on said date for whatever reason, the trustee has the right to continue to sell the same in a public market on subsequent trading dates and proceed with distribution and depositing in accordance with the aforementioned procedure. The Customer understands and agrees the trustee reserves the right to adopt the other manner specified in subparagraph (1) above in response to different market situations.

(5) No fixed cash or stock dividends are

guaranteed in a foreign securities investment. Except for few stocks where special conditions of issue are prescribed, cash or stock dividends are all floating and may even not be distributed, and undistributed cash dividends, stock dividends, or bonuses of the current period will not carry forward to the following period. If a U.S. stock being invested in is a preferred stock, usually a maturity date is set, and an early call clause is in place, or the stock can be converted as an ordinary stock at the agreed ratio. The U.S. stocks or Hong Kong stocks which the trustee is entrusted to trade are publicly traded on the exchange, public information on individual securities may be available from the issuers or on other public information websites. The Customer shall understand the information pertaining to the securities it desires to invest or has invested in, and to the issuers of such securities.

(6) The costs of the Customer buying or selling the subject product, and charges collected by the relevant organizations and statutory fees and taxes payable for the Customer's exercise of shareholder rights and interests, shall all be borne by the Customer in accordance with market conventions and laws and regulations applicable to the securities concerned.

(7) After entering a transaction instruction in the system according to general operating procedures upon being entrusted to trade the subject product, the trustee may be exempt from any liability for losses that may arise out of settlement, exchange rates, rate changes, other market factors, or risks, or losses that may be caused by an action or inaction of an issuer, exchange, or relevant organization, such as a domestic or foreign custodian, securities firm, or certifying organization (including, but not limited to, a failure or disconnection of the computer system).

(8) The Customer may not claim any rights, damages, or joint and several liability against the trustee if an investment, trade, or other transaction instructed by the Customer cannot be immediately executed during the non-business hours of the trustee or in the event of the closure of, or an order of suspension of trading on, an exchange on which the subject product is listed, or as a result of suspension of business of an aforementioned organization either on a non-business day of its location or as ordered.

(9) If the Customer redeems the subject product in part, the aggregate investment amount on the books is deducted according to the first in, first out method based on the

	<p>number of shares redeemed by the Customer.</p> <p>(10) The Customer understands and agrees that it must read carefully the current Product Prospectus and risk disclosure in addition to this General Agreement before giving an instruction to transact.</p>
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HSBC Bank (Taiwan) Limited