

ADDENDUM TO ACCOUNT APPLICATION – ASIA

V1.8_05_16_19

Each Account opened pursuant to this Account Application is subject to the Global Account Terms provided by the Bank to the Customer, as amended or supplemented by jurisdictional specific provisions (if any) contained in this addendum (“Addendum”) for the jurisdiction in which the Account is held. Capitalized terms used in the Addendum, not otherwise defined, having the meanings set forth in the Account Terms. For purposes of this Addendum, references to the “Global Account Terms” mean the Account Terms excluding any account addenda for each other country in which the Accounts are held.

Taiwan

1. The Customer hereby acknowledges that the Account Terms, Account Documentation and Service Terms (where applicable) have been delivered to the Customer for review for a period of at least five (5) days before the execution. The Customer executes and delivers the Account Application after fully understanding the content of the above documents and hereby agrees to comply with the terms and conditions contained therein.
2. The Customer acknowledges that additional terms may apply depending on the nature of the Account(s) (checking account, demand deposit account, time deposit account), and the Bank will provide such additional terms separately.
3. In the event that the Bank wishes to exercise its right of set-off under the Account Terms, to the extent required by applicable laws, the Bank shall notify the Customer before such set-off.
4. With respect to demand deposits in New Taiwan Dollar (“NTD”) and time deposits in NTD (collectively, the “NTD Deposits”), the Customer acknowledges and agrees that (i) interest on the NTD Deposits will accrue on the outstanding balance of the relevant Account on a daily basis and be calculated on the basis of a year of three hundred sixty five (365) days, and (ii) if any interest payment date is not a day on which the Bank is generally open for business in the city of Taipei (“Taipei Business Day”), the relevant interest will be paid on the day falling on Taipei Business Day immediately preceding such interest payment date.
5. In the event the Bank is required under applicable law to remit funds to any government entity, regulator or any other entity as abandoned property, the Account may be charged for fees in remitting funds to such entity.
6. Unless the parties otherwise agree, the Bank shall be entitled to charge a monthly maintenance fee of (a) not more than one thousand NTD (NTD 1,000) on each of the Accounts in NTD or (b) thirty five U.S. dollars (USD35) or its equivalent in another currency on each of the Accounts that is in a currency other than NTD by debiting such Account for such maintenance fee, whether or not such debit may result in an overdraft of the Account. Please also refer to Schedule I attached hereto for other fees or charges that the Bank may collect from the Customer.
7. Notwithstanding any provision to the contrary in the Account Terms or Service Terms, any change to provisions affecting interest calculation, account maintenance fees or any fees or charges shall only take effect as of the sixty-first day after the date on which the notice of such change is sent (or such later date as may be set out in such notice) to the Customer or posted electronically on a Bank website or physically in the lobby of the Bank’s office, provided that if such change is in favor of the Customer, such change may take effect immediately upon notice (or such later date as may be set out in such notice).
8. The Bank may disclose the transactions between the Bank and the Customer and the credit investigation information (such as basic information, credit facility information, credit card information, financial information, etc.) to the Joint Credit Information Center (the “JCIC”) which collects, processes, and use such information according to its establishment purposes, constitutional documents, and relevant laws and regulations, and that the Bank may, for the purposes of the transactions between the Customer and the Bank, maintenance of credit information accuracy, and financial regulatory compliance, make inquiries of and use the Customer’s information from the JCIC, and, to the extent necessary for compliance of laws and regulations related to credit facilities management and financial supervision, internationally transmit the information obtained from the JCIC to the Bank’s head office and/or other branch offices, and affiliates pursuant to applicable laws.
9. The Bank may act as follows in the following situations: (1) if, in the Bank’s sole discretion, the Customer is a person or entity who is subject to financial sanctions and has been determined to be, or is under the investigation by a foreign government or international anti-money laundering organizations as being, a terrorist or a terrorism organization, the Bank may terminate an Account or a Service or close an Account directly; and (2) if, in the Bank’s sole discretion, the Customer does not co-operate in regular reviews or in explaining the nature and purpose of any transaction or the source of the funds, the Bank may temporarily suspend any transaction, refuse to honor any Instruction or temporarily cease or terminate an Account or a Service.