

投資型商品總約定書

(財富管理暨個人金融事業處)

HSBC  滙豐

投資型商品總約定書

立約人茲就其與滙豐（台灣）商業銀行股份有限公司（包括國際金融業務分行，以下合稱「本行」）購買之各項投資型商品，與本行簽訂投資型商品總約定書（下稱「本約定書」），同意於各適用之範圍遵守下列各項規定。

壹. 一般約定事項

一、適用順序

本約定書條款與「公司存款戶總約定書」適用於本行所有投資型商品（下稱「本商品」），惟本約定書與公司存款戶總約定書有牴觸之處時，本約定書條款應優先適用。

二、投資

- (一) 本商品並非一般傳統存款，非屬存款保險承保範圍。立約人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。
- (二) 立約人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。
- (三) 除本約定書另有規定外，立約人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。
- (四) 立約人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，立約人應自行尋求相關財務、會計、稅制或法律等專業顧問之建議。
- (五) 立約人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。
- (六) 身分限制及立約人之聲明及保證事項：
 - (1) 立約人若符合以下任一身分定義，均不得承作任何本產品：
 - (i) 美國公民（包括在美國出生的人）。
 - (ii) 出生於美國屬地（包括但不限於美屬薩摩亞，關島，北馬里亞納群島，波多黎各或美屬維爾京群島）者。
 - (iii) 美國稅務居民。
 - (iv) 美國綠卡持有者。
 - (v) 擁有美國地址者。
 - (vi) 外籍居民（依美國相關法令在美國居住達一定天期以上者）。
 - (vii) 其他依美國相關規定應視為有美國人身分之個人。
 - (viii) 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、任何其他美國人士（依據 1933 年美國證券法 S 規則的解釋）。
 - (ix) 任何公司係由一位或多位具有(i)-(vii)美國人身分定義之個人，直接或間接擁有 10%（含）以上所有權。
 - (x) 任何公司之合夥人、管理成員、常務董事或其他具公司決策權者有符合(i)-(vii)美國人身分定義者之情形。
 - (2) 立約人聲明及保證其於交易時並不具備上開第(六)點所述之任一身分。若本行有合理理由認為立約人可能為或已變更為上開任一身分而詢問立約人時，立約人應據實告知，若立約人未告知或未據實告知，本行得終止各項信託服務。
 - (3) 立約人承諾於取得上開任一身分後，應立即通知本行，並應同時依美國相關稅法規定出具及提供所需文件予本行。如立約人未履行上開義務者，其同意以下事項：
 - (i) 賠償本行為了遵守美國相關稅務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信託服務，並逕行贖回 / 賣出立約人持有之全數投資標的。
 - (4) 立約人瞭解並授權本行就投資利得/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（無論立約人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。

(七) 立約人瞭解並同意若投資未經我國主管機關相關審查程序之信託商品，相關商品說明文件得僅以英文提供，本行無另行提供中文版本之義務。

三、立約人資料之處理使用及委外作業：

- (一) 立約人同意本行得將立約人之相關信用資料在法令允許之範圍內提供予同業、往來金融機構、財團法人金融聯合徵信中心、有關徵信單位、政府機構查詢及建檔，並同意該等機構得將上述信用資料於法令允許之範圍內供他人查詢。
- (二) 立約人同意本行得基於處理立約人與本行之往來交易、進行認識客戶 (KYC) 之程序、推介各項業務/服務/產品、一般金融同業徵信或財務資訊交換之目的、及/或從事相關法令所允許之其他事項之目的，於法令允許之範圍內蒐集、處理(包括委託第三人處理)、利用或國際傳輸立約人之相關資訊(包括但不限於立約人之公司資訊、帳戶及往來交易資訊，及立約人所提供之其董事、有權簽署人、主要股東、實益擁有人、授權代表及業務聯絡人之個人資料，以下合稱「立約人相關資訊」)。立約人亦同意本行及滙豐集團成員(定義如下)基於上述特定目的，亦得於法令允許之範圍內處理(包括委託第三人處理)、利用或國際傳輸本行所蒐集之立約人相關資訊。上述特定目的之存續與否，立約人同意授權本行基於專業判斷決定之。
- (三) 立約人並特別同意本行將立約人相關資訊於法令允許之範圍內提供或國際傳輸予下列之人：
 - (1) 擬自本行受讓資產及負債或與本行進行合併之人。
 - (2) 受本行委託處理事務之人。
 - (3) 本行之母公司、香港上海滙豐銀行股份有限公司 (The Hongkong and Shanghai Banking Corporation Limited)、滙豐控股公司 (HSBC Holdings PLC) 及其下所有子公司與關係企業 (以下合稱「滙豐集團成員」)。
 - (4) 中華民國、英國、香港及其他對前三款所列之人有管轄權之金融主管機關、司法或其他政府機構。
- (四) 除主管機關及或法令另有要求、本約定書另有約定或基於或其他正當理由，本行對立約人提供之相關資料均應予以保密。
- (五) 立約人茲同意本行得於法令允許之範圍內將本行提供予客戶之服務或將立約人與本行往來交易事項之一部或全部(包括行政、電信、電腦系統作業、資料登錄、處理、輸出、後勤作業、文件掃描作業、資料輸入、表單列印、裝封、交付郵寄、轉匯、存款、付款、交換、徵信、催收及其他依法得委外處理之事項)，委由第三人(包括於其他國家地區運作之滙豐集團成員在內)代為處理，並同意本行得將立約人之各項往來資料，於處理事務之必要範圍內，提供予受本行委任處理事務之第三人，於包括英國在內之其他任何海外地區進行處理。

四、違約情事

立約人有下列任一情事，即構成違約：

- (一) 立約人未依約償付到期應付之任一債務；
- (二) 立約人依其所適用之法令聲請或遭宣告破產、重整、清算或類似之程序；立約人有停業、清理債務之情形；立約人使用之票據遭拒絕往來；或有具體事實足證立約人信用貶落者；
- (三) 立約人未依約履行本約定書除前述以外之其他義務，經本行通知後未於限定之期間內改正者。

五、抵銷

立約人若對本行有任何到期而未清償之債務，立約人同意本行無須事前通知立約人即有權提前終止並償付本商品，任何因此提前終止及償付所生之成本(包括但不限於提前解約所產生或發行機構由於取消從其他機構取得之對沖基金或融資而承受之成本、費用、義務或損失)均應由立約人負擔並自提前償付金額中扣除。本行得將結算餘額抵償立約人對本行未清償之債務。本行行使抵銷權後應通知立約人，惟抵銷之效力應於登帳時即已發生。

六、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，因此立約人於交易前應

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。

- (一) 報酬風險：立約人於本商品投資期間，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。如果本產品於投資期間之表現不甚理想，立約人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。
- (二) 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，立約人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立約人，以期降低信用風險。
- (三) 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。
- (四) 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、立約人情緒和信心等，這些因素在本地或環球市場均可能出現。
- (五) 流動性風險：本商品或為一結構型商品，立約人不得轉讓本商品予第三人。立約人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，立約人應考量其資金之流動性風險。
- (六) 匯兌風險：本商品可為外幣計價之投資產品，若立約人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。
- (七) 提前終止契約之再投資風險：立約人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。
- (八) 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立約人損失。
- (九) 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。
- (十) 受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。
- (十一) 通貨膨脹風險：通貨膨脹將導致本商品的實質收益下降。
- (十二) 稅務風險：本商品之所有金錢給付在所適用法律規定應與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，立約人之稅務遵循將依相關法令規定辦理。

七、修改

除本約定書有特別規定者外，本行得隨時以至少十四日前之書面通知或在本行營業處所明顯處或網站上公告其內容，修改本約定書之相關規定。倘立約人不同意本行之任何修改，得於該十四日之期間內，以書面通知本行終止本約定書及本約定書下之各項交易；倘立約人未於該十四日內通知本行終止本約定書，並仍繼續與本行進行各項投資型商品交易時，則視為立約人業已同意此等修改。

八、準據法及管轄法院

本約定書之準據法及其解釋應依中華民國法律為準，如因本文件及相關交易確認書及其他相關文件涉訟時，同意以台灣台北地方法院為第一審管轄法院。

九、可分割性

本合約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，則該條款應視為已自本約定書中刪除，本約定書其餘條款之效力不受影響。

貳. 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

一、一般約定事項

立約人於本行承作投資型組合產品，除各別交易另有約定者外，應適用以下之約定事項，本約定事項未予規定者，則適用本約定書之其他規定：

(一) 承作：

投資型組合產品之立約人承作流程如下：

- (1) 立約人得親至本行、使用本行電話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立約人該項服務之權利。
- (2) 依本約定書規定之任何預定投資之足額款項，應以預定之投資/計價貨幣別存入立約人於本行開立之帳戶，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。

(二) 風險揭露：

(1) 本投資型組合產品給付立約人之收益，以投資貨幣/計價貨幣計，但就雙元雙利投資組合，並不保證所給付立約人之承作本金及其投資組合總收益仍以計價貨幣返回。立約人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、稅務風險、提前解約風險、商品條件變更風險等，在特定的市場狀況下，立約人可能獲得巨額利益，也可能蒙受巨額損失。且立約人應瞭解，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，立約人應審慎評估個人的財務狀況、經驗和目的與此交易是否適合，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（非依賴本行或滙豐集團成員）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。

(2) 本投資型組合產品非屬中央存款保險公司之存款保險範圍，立約人需承擔本行之信用風險。

(三) 立約人從事投資型組合產品交易之所得，應依相關法令辦理稅負事宜。

二、活利投資組合約定事項

(一) 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」係指本行依本約定書規定就各投資發行予立約人，由立約人簽章同意之個別意願書。
- (4) 「交易確認書」係指本行依本約定書規定就各投資所簽發予立約人之個別確認書。
- (5) 「投資貨幣」係指立約人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本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立約人依本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立約人在該日之決算時間當時或前後依本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」係指本行與立約人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」係指各投資依本約定書及相關交易確認書之規定計付之收益款項。

(二) 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) 除個別交易另有規定者外，各筆投資金額最低為美金十萬元整，超過的部份須為美金一萬元之整倍數。
- (3) 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本約定書構成本行與立約人間之單一合約。本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。
- (4) 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
- (5) 本行保留是否受理投資的權利。

(三) 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）轉入立約人以書面指定之立約人於本行之帳戶（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。

(四) 提前解約：

除本行與立約人另有約定外，立約人不得於到期日前提前解約。

三、雙元雙利投資組合約定事項

(一) 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」係指立約人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立約人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、交易日、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」係指立約人指示承作本產品之外幣定存存入金額，亦為立約人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」係指立約人指示承作本產品所選作定存之外幣幣別。
- (6) 「連結貨幣」係指立約人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立約人承作本金及雙元雙利投資組合總收益。
- (7) 「付款貨幣」係指於到期日本行給付立約人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」係由立約人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應給付立約人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) 「交易日」係指本產品中外幣幣別選擇權之承作日期，亦為起息日，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」係指於交易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」係指就立約人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」係指支付予立約人約定之選擇權收益（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），於交易日於國際外匯市場賣出之外幣幣別選擇權，用以換取立約人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」係指自交易日至決算日之總日曆天數，本行得限制承作天期之上下限，立約人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，為交易日之後兩個銀行營業日，是日須為本行營業日，且為以計價貨幣為當地貨幣之金融業營業日，若是日適逢臨時假日，須順延至下一營業日，並應符合國際外匯交易慣例。

(二) 產品性質：

本產品係一結合外幣定存及出售外幣幣別選擇權之商品組合。立約人承作本產品，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，決定立約人是否需履行其出售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，本行將先計算立約人承作本金、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，並將於到期日自動轉入立約人之綜合貨幣存款帳戶內。

(三) 承作須知：

本雙元雙利投資組合約定事項為立約人從事「雙元雙利投資組合」交易之本約定書，立約人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，亦構成立約人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) 本行完成確認立約人基本資料後，立約人須指示計價貨幣、承作天期、以及連結貨幣，並自行決定適合之轉換匯率。
- (2) 依照立約人所指示之計價貨幣、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，即不接受立約人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，立約人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。立約人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，將以交易確認書向立約人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，立約人應妥善保存此交易確認書。

(四) 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和進行計算，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。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交易日本行牌告定存利率與選擇權收益率之總和計算總收益，總收益將一併於到期日給付。如依約於到期日付款幣別為連結貨幣時，仍依計價貨幣為主之承作本金先行計息，再將承作本金及雙元雙利投資組合總收益之總額全數按轉換匯率轉換為連結貨幣給付立約人。

(五) 執行方式：

以立約人於交易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。

(六) 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）向立約人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）或其他非可歸責於本行之事由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直接轉入立約人於本行所開立相同幣別之帳戶內。到期日與轉入立約人帳戶日期之間不予計息。

(七) 提前解約：

- (1) 除各別交易另有約定者外，本產品允許立約人於到期日前於規定時間內辦理提前解約。立約人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。立約人瞭解並同意自行承擔提前解約所致之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 0.5%。
- (2) 立約人同意如本行收到法院或行政執行機關對立約人對本行債權之執行（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；惟立約人仍應自行承擔提前解約所致之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) 立約人因不同意本行對本雙元雙利投資組合產品約定事項及相關作業流程所作之修訂而提前解約時，本行同意就立約人提前解約之定存給付利息，並免按金管會所頒布之「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，其解約手續費亦得以免收，惟立約人仍需自行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方式」規定計算辦理。
- (4) 本產品提前解約時，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之總金額應於提前解約日次二個營業日營業時間截止前依立約人入帳指示匯入指示帳號。

(八) 本產品續作：

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

(九) 質借：

本產品之定存部分不得以任何方式移轉、設定負擔、設定質權予他人或向本行辦理質借。

(十) 其他約定事項：

- (1) 本行得隨時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。倘該修訂或增補之內容影響本產品之收益計算及費用收取者，本行應以書面通知立約人，立約人於收受（或依本約定書之規定視為收受）通知後七日內（以下稱「異議期間」）不為異議者，視同承認該修改或增刪約款；立約人如有異議，應於該異議期間內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。
- (2) 本約定書其他未盡事宜，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。

參. 特定金錢信託資金投資國內/國外有價證券服務

立約人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份，選任本行為其受託人，以特定金錢信託方式，將立約人之信託資金按立約人之指示投資於國內/國外有價證券（以下簡稱「投資標的」）。立約人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。立約人於本行承作本項服務者，應優先適用各別

交易及交易文件約定，各別交易及交易文件未約定者，應優先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：

一、一般約定事項

(一) 信託期限：

本信託期限為不定期，但本行及立約人皆得隨時依本約定事項之相關規定終止雙方之信託關係。

(二) 投資範圍及幣別：

於相關法令許可之範圍內，本行將依立約人之指示，將信託資金投資立約人指定之投資標的。立約人依本約定事項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應為外幣。

(三) 受益人：

依本約定事項所得享有全部信託利益之受益人以立約人本人為限，且不得變更受益人。

(四) 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，立約人〈受益人〉同意受託人得為下列行為：

- (1) 以信託財產購買本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。

(五) 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，有任何立約人所應繳之稅負，悉由立約人負擔。
- (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，立約人須強制贖回/出售有價證券之規定時，立約人同意無條件辦理。**對因強制贖回/出售有價證券所生之一切損失，亦概由立約人自行負擔。**

(六) 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即生效力，立約人均無異議並願遵守。
- (2) 立約人因該等信託關係所生之權利，非經受託人事前書面同意不得轉讓或設質。
- (3) 受託人履行信託事項應以依立約人之指示辦理為限，除非立約人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，就立約人之投資，為立約人作任何決定或任何行為。
- (4) 立約人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〉通知立約人，立約人同意並了解，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立約人，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立約人之義務。此外，受託人亦無權利為立約人作任何投資決定或交易指示等任何行為，立約人於進一步對受託人為交易指示前，應依自己之判斷審慎考量之。
- (5) 立約人以特定金錢信託方式信託之資金及所投資之投資標的均屬信託財產，受託人應將信託財產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) 除經立約人事前書面同意，或依法令及本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立約人之相關資訊，應負保密責任，不得無故洩露予第三人。
- (7) 受託人得委託第三人代為處理信託事務，惟受託人僅就該第三人之選任與監督其職務之執行負其責任，

且因此所生之費用概由信託財產負擔。

(七) 申購指示：

- (1) 立約人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。立約人為申購指示時如尚未於本行開立特定金錢信託帳戶，立約人同意並確認前開申購指示包括授權本行為立約人開立特定金錢信託帳戶及執行相關交易。
- (2) 於指示申購投資標的時，立約人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。
- (3) 本行依立約人指示為投資標的之申購時，可將立約人之購買指示與本行其他立約人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之總額之購買指示。立約人之投資標的之收益（及孳息），應依本行所定之方式，按立約人及本行其他立約人就同一投資標的之投資比例分配之。
- (4) 立約人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、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（包括因投資標的相關機構拒絕或遲延接受購買指示而導致立約人失去投資機會所衍生之任何損失）。
- (5) 本行應將立約人之信託資金所實際購得投資標的之受益權單位數、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，以書面通知立約人。

(八) 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（七）條第（5）款規定出具予立約人之書面通知僅係本行收訖該筆信託款項及確認投資標的之證明，並非表彰立約人實際信託金額或其實際投資內容或其投資標的之價值或其他權利之憑證。立約人與本行間實際信託金額及立約人實際投資之投資標的之內容，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，立約人同意本行得逕行更正後通知立約人。
- (2) 立約人瞭解其經由特定金錢信託所投資之投資標的之價值將隨各投資標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所生之孳息及其他應付費用（其金額悉依各投資標的相關機構之規定）之變動而變動。立約人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) 立約人有關投資標的之買賣、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，由本行依信託之約定全權處理。
- (4) 如按金融市場處理投資標的之慣例或依投資標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負，悉由立約人負擔。
- (5) 本行自投資標的相關機構所收訖之收益為立約人信託資金帳戶之收益，立約人瞭解並同意其所投資之投資標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計價幣別不同時，立約人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立約人負擔。除投資標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之發行機構匯入款項後，將所得款項扣除有關稅負及相關手續費後，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立約人開立於本行之活存帳戶。立約人茲此同意本行無須另經立約人授權，即得逕依本款規定為之。

(九) 投資標的贖回或出售款項之處理：

本行於受理立約人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負及費用後匯入立約人指定之外幣活期存款帳戶（若為外幣特定金錢信託）。惟受託人未能實際收訖該等款項，受託人即無對立約人付款的義務。

(十) 信託服務之有關費用：

立約人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；立約人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立約人約定之費率表計收。立約人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）。

(十一) 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立約人或公告於本行之營業場所時，即生拘束立約人之效力。

(十二) 強制贖回 / 強制出售：

- (1) 立約人依其登記註冊國、設立國、國籍國、居住國、或所在國之法令規定，立約人可能無法投資或持有某項投資標的或須履行特定義務以進行投資，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時，遇有上述情事或立約人拒絕履行特定義務時，受託人有權拒絕執行立約人就投資該項投資標的所為之各項交易指示，受託人並得通知立約人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/出售立約人持有之該項投資標的，立約人同意無條件辦理，立約人因此所受損失概與受託人無涉。
- (2) 立約人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立約人就投資標的所為之交易指示外，另得通知立約人終止以特定金錢信託資金投資投資標的之契約，並自動贖回/出售立約人持有之全數或部分投資標的。

(十三) 投資標的相關機構之規定：

- (1) 立約人瞭解本行依立約人指示投資、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) 立約人對投資標的相關機構之投資作業規則，暨投資標的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立約人所投資之投資標的，立約人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，亦概由立約人自行負擔。
- (3) 本行於接獲投資標的或投資標的相關機構有關增（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，或投資標的因法令限制或其發行機構之規定，致本行不能依立約人指示履行信託事項時，立約人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立約人負責。

(十四) 風險揭露：

立約人為投資標的之運用指示前，已詳閱該投資標的之各項投資文件，並瞭解其相關風險如下：

- (1) 立約人該項投資之各項相關風險均應由立約人自行承擔。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，投資人必須注意到匯率變動風險之實質影響。在最差情況下，最大可能損失為全部投資本金。投資標的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發行機構提供並僅為發行機構之風險。立約人申購投資標的所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，也不構成本行及滙豐集團成員之債務，亦非中央存款保險公司之理賠項目。本行及滙豐集團成員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。其相關費用及稅負亦悉由立約人負擔。
- (2) 若立約人之投資標的有存續期間的限制，但立約人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，並無法獲得由投資標的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，立約人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。本行建議立約人在簽訂此產品合

約前徵詢專業獨立之意見。

(十五) 本行之免責：

- (1) 本行依受託人指示以信託基金買賣投資標的，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) 在法律允許的範圍內，本行對立約人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) 立約人同意並瞭解投資標的為外國有價證券（含境外結構型商品）時，其交易因涉及國際各相關交易、清算、保管機構，因此各項作業及通知時間（包括交易確認、股利分配、利息分配、贖回或到期款等）均可能有所延遲，若因該延遲導致立約人之損害，受託人不負任何責任。
- (4) 對於因天災、事變、戰爭、暴動或外國政府、權力機構或政治團體之扣押、徵收、沒收、毀損或其他行為，或該地區法令變更、解釋、適用或其他不可歸責於受託人之不可抗力事由所致信託財產之損失、滅失或凍結等，受託人不須負任何責任。

(十六) 稅則：

- (1) 依現行相關稅法規定，如有需辦理扣繳或填發扣繳憑單之情形，本行將依相關規定辦理。立約人並了解本行如辦理扣繳，並不同於立約人已履行其稅務遵循上之義務，立約人仍須自行依法令規定辦理稅款之申報及繳納。
- (2) 為符合美國財政部之稅務相關規定，立約人須另填英文版之美國稅務居住者身分證明文件（W-8BEN, 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。若立約人有任何個人稅務狀態之變動，應立即通知本行並提供最新美國稅務居住者身分證明文件（W-9, W-8BEN, W-8BEN-E）。若立約人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，若立約人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。
- (3) 立約人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。

(十七) 無效、不合法或無法執行：

本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，本約定書或任何交易確認書之其他規定不受影響。

(十八) 特別同意：

- (1) 立約人茲特別同意於本行進行投資立約人指定之投資標的前其已交付本行之信託資金，及依立約人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，皆得存放於本行銀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) 立約人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，將立約人之往來、交易資料揭露予本行其他部門之人員。
- (3) 立約人確認並同意「境外結構型商品」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「境外結構型商品」，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。立約人瞭解並同意受託人可保有因「境外結構型商品」之買賣或與「境外結構型商品」有關之其他交易可能得到之任何費用或報酬作為其收益。

(十九) 信託終止：

如立約人擬終止與本行間之本特定金錢信託關係時，立約人應至少給予本行十四天前之書面通知，如本行擬終止與立約人間之本特定金錢信託關係時，本行應至少給予立約人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立約人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賦稅後，返還立約人，或將該款項直接轉入立約人指定之帳戶。

二、投資國內/外共同基金特別約定事項

(一) 定期定額信託申購：

- (1) 立約人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，或依其他本行同意方式辦理，並應依其相關規定進行定期定額信託申購。
- (2) 於信託期間，立約人同意授權由本行以自動扣帳方式於立約人書面指定之日期（逢非營業日則順延），自立約人所指定之設於本行之存款帳戶，逕行扣除立約人指定之定期定額投資金額及申購手續費，以投資於立約人指定之投資標的。
- (3) 本行於指定扣款日即進行電腦扣款作業，立約人指定之存款帳戶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，立約人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，立約人不得指定或異議。
- (4) 立約人以存款帳戶扣款時，就任一投資標的之定期定額投資，就無法扣款連續達三期者，視同立約人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立約人之信託資金帳戶，但立約人得依一般約定事項第（九）條及本約定第（二）條規定申請辦理該投資標的贖回或出售。

(二) 贖回、出售及轉換

立約人可就其原選定投資之投資標的，隨時指示本行贖回，或就同一基金公司下之投資標的且為在本行選定受理之投資標的範圍內互為轉換；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，立約人同意依其規定辦理。

三、投資境外結構型商品特別約定事項

(一) 授權扣款：

- (1) 立約人同意於申購境外結構型商品時即授權受託人在其發行期間自立約人在各分行開設之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）致受託人無法於立約人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。

(二) 申購：

- (1) 立約人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，同時立約人一旦確認申購意願，受託人有權要求立約人將投資金額連同申購手續費用存入其外幣綜合存款帳戶，並根據本約定事項第（二）款規定，執行圈存及扣款作業。惟受託人就立約人之各項境外結構型商品申購，保留是否受理的權利。
- (2) 受託人不保證立約人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。如立約人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，則立約人同意就該項申購指示自動失效，受託人應即以電話通知立約人，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，對立約人不負任何其他責任。

(三) 取消/提前賣回/發行機構提前買回：

- (1) 發行期間取消承作
立約人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，自申購日起至立約人解除圈存前一日止，仍接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立約人於本行開設的外幣綜合存款帳戶。
- (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) 立約人於境外結構型商品發行後提前賣回
除非發行機構會於產品說明書上明列接受提前賣回外，否則立約人不得於到期日前要求賣回已持有之境外結構型商品。若立約人欲於到期日前賣回已持有之境外結構型商品，需依據產品說明書上之提前賣回日始得辦理；若於非開放提前賣回日，受託人有權拒絕立約人提前賣回的請求。而有關立約人提前賣回之相關規定及條件限制，悉應以各商品之產品說明書為準。

提前賣回價將以開放提前賣回日當日之市場實際成交價為主，且發行機構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) 發行機構提前買回

若依照產品說明書約定，發行機構有提前買回的權利，一旦執行時，立約人無異議接受並配合辦理。

General Terms & Conditions for Investment Products

With respect to various investment products purchased from HSBC Bank (Taiwan) Limited (including offshore banking unit) (collectively the “Bank”), the Customer hereby enters into this General Terms & Conditions for Investment Products (the “Agreement”) with the Bank, and agrees to the following terms and conditions:

I. General Terms and Conditions:

(I) Order of Application

This Agreement and the “General Agreement for Accounts and Services” apply to all investment products (the “Products”); provided that this Agreement shall prevail in case of any inconsistency between “General Agreement for Accounts and Services” and this Agreement.

(II) Investment

- 1. The Product is different from traditional bank deposits, and is not insured under deposit insurance. Before entering this Agreement, the Customer has fully understood 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. 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.**
- 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.**
- 4. The Customer shall make its own judgment and shall not only rely on the documents 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.**
- 5. The Customer shall perform all necessary procedures in accordance with relevant laws and regulations applicable to it and its internal rules such as its Articles of Incorporation, and obtain the required authorization to purchase or invest in the Products.**
- 6. Status Restrictions and Customer Representations and Warranties:**
 - (1) The Customer who is an USP as described in (i)-(x) below shall not invest in this product:**
 - (i) U.S. Citizen (including those born in the U.S.)**
 - (ii) Person born in U.S. Territory (including, but not limited to, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or the U.S. Virgin Islands.)**
 - (iii) U.S. Tax Resident**
 - (iv) U.S. Green Card holder**
 - (v) Person having a U.S. address**
 - (vi) Resident Alien (who has resided in the U.S. for a certain period according to U.S. laws and regulations)**
 - (vii) Other individual who should be deemed as a USP in accordance with relevant US regulations.**
 - (viii) A company incorporated under the laws of the United States, subsidiaries or branches of foreign companies located in the United States, any other entity deemed as a USP (according to the interpretation of Regulation S of 1933 Securities Act of the United States).**
 - (ix) An entity in which one or more USPs listed in (i)-(vii), directly or indirectly, holds 10% or greater ownership.**
 - (x) An entity in which a USP is the general partner, managing member, managing director or in other position with authority for directing the entity’s activities.**
 - (2) The Customer declares and certifies that he/she/it 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 ask the Customer to clarify, and the Customer shall inform the facts truthfully. The Trust Service may otherwise be terminated if the Customer fails to inform or inform untruthfully.

- (3) Upon becoming a USP, the Customer undertakes to notify the Bank immediately as well as 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, it agrees to comply the following:
 - (i) Compensation for any expenses, losses, fines or any other similar payments that may be incurred/paid by the Bank for complying with the relevant U.S. taxation laws;
 - (ii) The Bank may suspend or terminate the Trust Services and directly redeem/sell the entire investment assets held by the Customer.
 - (4) The Customer understands and authorize that upon filing taxes on investment gains/interests/dividends/debt interests/profits, the Bank will not assist in claiming any tax treaty in terms of favorable withholding tax rates (whether the Customer claims to apply upon filing the relevant tax forms or not) and will always file taxes at the highest withholding rates applicable to non-USPs.
7. The Customer understands and agrees that if its investment in trust products without review by the competent authorities of the R.O.C., the Bank is entitled to provide the prospectuses and relevant product documents in English only and not obliged to provide the Chinese versions separately.

(III) The Use or processing of Customer's Information and Outsourcing Processing:

1. The Customer agrees that the Bank may provide the relevant credit information of the Customer, to the extent permitted by the applicable laws, for the inquiries and the database construction by other banks and financial institutions, correspondent banks, Joint Credit Information Center, related credit agencies, and government agencies; the Customer also agrees that the above agencies and institutions may provide the above credit information for other person's inquiries, to the extent permitted by the applicable laws.
2. The Customer agrees that the Bank may collect, conduct processing (including engaging a third party to process), utilize or conduct international transmission of the Customer's information (including, without limitation, the Customer's company information, account information, and transactions information, and the personal data of the Customer's directors, authorized signatories, major shareholders, beneficial owners, authorized representatives, and business contacts, provided by the Customer (collectively, "Relevant Information of Customer"), to the extent permitted by the applicable laws, for the purpose of processing any transaction between the Customer and the Bank, conducting "know your customers"(KYC) procedures, promoting business/services/products, the exchange of financial information among and the collection of credit information by other banks and financial institutions, and/or conducting any other related matters permitted by law. The Customer also agrees that the Bank and the Members of HSBC Group (as defined below) may collect, conduct processing (including engaging a third party to process), utilize or conduct international transmission of Relevant Information of Customer for the specific purposes stated above. The Customer agrees to authorize the Bank to determine the existence of the above purposes based upon the Bank's professional judgment.
3. The Customer specifically agrees that the Bank may provide or conduct international transmission of Relevant Information of Customer, to the extent permitted by all applicable laws, to the following parties:
 - (1) Any party assuming assets and liabilities from the Bank or conducting a merger with the Bank;
 - (2) Any party mandated by the Bank to provide services or handle any matter;
 - (3) Parent company, the Hongkong and Shanghai Banking Corporation Limited, and all subsidiaries and affiliated entities under HSBC Holdings Plc and HSBC Holdings Plc itself (Collectively, the "Members of HSBC Group"), and

- (4) Any regulatory, judicial or other governmental agencies of the R.O.C., United Kingdom, Hong Kong and other country or territory having jurisdiction over any entity or individual listed in the above three Sub-paragraphs.**
- 4. Unless otherwise required by the competent authorities and/or laws and regulations, provided in the Agreement, or otherwise with other justifiable reason, the Bank shall keep confidential the relevant information provided by the Customer.**
- 5. The Customer agrees that the Bank may, to the extent permitted by applicable laws, mandate any third party (including the Members of HSBC Group located and operated in other jurisdictions) to process matters regarding all or part of the transactions between the Customer and the Bank or the services provided by the Bank (including administrative, telecommunication, computer process data registration, processing, and output, logistics, document scanning processes, data input, forms printing, packaging, mailing, transferring remittance, deposits, payments, credit investigation, collection, and other matters which may be outsourced legally); the Customer further agrees that the Bank may provide various transaction data of the Customer to any third party mandated by the Bank and process such data in any other offshore jurisdiction including the Great Britain, within the scope necessary for handling such matters.**

(IV) Events of Default

Each of the following events or circumstances shall constitute an Events of Default

- 1. The Customer fails to pay any sum payable when due.**
- 2. The Customer is subject to bankruptcy declaration, reorganization, liquidation or other similar procedure under applicable laws; or the Customer's business has been suspended or has entered into any composition or other arrangement with its creditors; or the Customer's checks or other negotiable instruments are rejected by the Bills Clearing House; or there is concrete facts to prove that the credit standing of the Customer has deteriorated adversely.**
- 3. The Customer fails to perform any other obligations under the Agreement and fails to improve in a given period notified by the Bank.**

(V) Set-Off

If the event that the Customer constitutes an Event of Default under Clause (V), or if the Bank deems necessary (e.g. the Customer is alleged or involves in any illegal activities, or the Bank exercises its set-off rights against the Customer pursuant to law or contract), it agrees that the Bank may early terminate and settle the Products immediately after giving written notice to the Customer (but the Customer's consent is not required). All the cost arising from such early termination or settlement (including, but not limited to, costs, expenses, obligations or losses derived from early termination or other institutions) shall be borne by the Customer and deducted from the settlement amount. The Bank may use the remained balance thereof to set off the Customer's debt owed to the Bank, such set-off shall be effective upon the account processing.

(VI) Risk Disclosure

The Customer understands that 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.

- 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.**

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. **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.
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.
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.
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.
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.
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.
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.
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.
11. **Inflation Risk:** Inflation will cause the decrease of the actual revenues of the Product.
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.

(VII) Amendment

Except otherwise provided in this Agreement, the Bank may, via a written notice, posting at Bank's place of Business or on its website at least fourteen (14) days in advance, amend the terms and conditions of this Agreement. If the Customer disagrees with such amendments, the Customer may notify the Bank within such

14-days period to terminate this Agreement and various transactions under this Agreement. If the Customer fails to notify the Bank of the termination within the 14-days period and continue entering into transactions with the Bank, the Customer shall be deemed to agree with the amendments.

(VIII) Governing Law and Jurisdiction

This Agreement shall be governed and interpreted in accordance with laws of the ROC. Any litigation arising from or in connection with this Agreement, relevant transaction confirmation or other relevant documents shall be submitted to the Taipei District Court in the first instance.

(IX) Severability

If any provision of this 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 this Agreement, and the remainder of this Agreement shall remain in effect.

II. Investment in Structured Deposit (“SD”) and Dual Currency Investment (“DCI”) and Related Services

(I) General Terms and Conditions:

When a customer makes an investment in any structured product, except as otherwise agreed in individual transactions, the following provisions shall apply to the Customer. Matters not provided herein below shall be governed by other prescriptions of this Agreement.

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.

2. Risk Disclosure:

- (1) **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 DCI. 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 (but not limited to) 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 carefully 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 the Members of HSBC Group) of the economic, financial risks and returns relating to the transaction and the related legal, financial, tax and accounting issues and potential consequence.**
- (2) **Investment in any Structured products is not insured under deposit insurance by the Central Deposit**

Insurance Corp. The Customer shall bear the credit risk of the Bank.

3. The income from the investment in structured products should be taxed in accordance with the relevant laws and regulations.

(II) Terms and Conditions Concerning the Structured Deposit (“SD”):

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.

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 additional conditions that the Bank deems necessary in the relevant Confirmation Letter.

- (2) The minimum Deposit Amount shall be at least USD100,000 except as otherwise provided in individual transactions. Any amount in excess of such shall be in increment of USD10,000.
- (3) 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.
- (4) 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
- (5) The Bank reserves the right to accept investments.

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 of 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.

4. Early Withdrawal:

The Bank has otherwise agreement with the Customer, the Customer shall not execute the early withdrawal prior to the Maturity Date.

(III) Terms & Conditions Concerning Dual Currency Investment ("DCI")

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, Trade Date, Value Date, Fixing Date, Maturity Date, Term Deposit Interest Rate, DCI All-In Rate and other related items.
- (4) "Principal Amount" means the amount of foreign currency term 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 DCI and Final Confirmation, the Bank may pay the Principal Amount and DCI All-In Interest in such instructed currency to the Customer.
- (7) “Payment Currency” means the payment currency in which, on the Maturity Date, the Bank shall pay the Principal Amount and DCI 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 DCI All-In Interest on the Maturity Date if the Payment Currency is the Linked Currency.
- (9) “Trade Date” means the investment date for the foreign currency 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.
- (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 term 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) “Term Deposit Interest Rate” means the board interest rate of the term deposit for the relevant tenor in Base Currency with the Bank on the Trade 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 Trade Date in order to exchange the payment made by the Customer in Payment Currency.
- (16) “DCI All-In Rate” means the sum of the Term Deposit Interest Rate and the Option Premium Rate.
- (17) “DCI All-In Interest” means the result that equals to the Principal Amount multiplied by the DCI 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 Trade Date to the Fixing Date. 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 term deposit, on which shall be in two Business Days following the Trade Date and a business day for the Base Currency. If it is an unscheduled holiday, the Value Date will be the following Business Day of the international foreign exchange market.

2. Product Characteristics:

The subject product is a combination of a foreign currency term deposit and a foreign currency option. When the Customer invests in the subject product, the Customer invests in a foreign currency term 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 DCI All-In Interest, and make the payment in the currency determined on the Fixing Date as the Payment Currency. On the Maturity Day, the Bank shall automatically deposit the Principal Amount and DCI All-In Interest in the Payment Currency into Customer’s multi-currency demand deposit account.**

3. Investment Procedure:

The terms and conditions Concerning DCI herein is the general terms and conditions governing the DCI 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 DCI between the Bank and Customers.

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 DCI 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, 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 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.

4. Calculation of DCI All-In Interest:

The All-In Interest of the subject product shall be calculated based on the sum of the Term Deposit Interest Rate and Option Premium Rate. Unless otherwise provided by the regulations or the Agreement, the calculable interest accruing days shall be in accordance with the actual days of the term 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 Interest Rate of Term Deposit and the Option Premium Rate calculated with simple interest in the Base Currency and in

accordance with the Investment Period from the Trade Date. The All-In Interest shall be payable the Maturity Date. If the Payment Currency in accordance with the agreement on the Maturity Date is the Linked Currency, the interest shall be first accrued from the Principle Amount in the Base Currency, and the Bank then convert the aggregate of the Principle Amount and DCI All-In Interest to the Linked Currency at the conversion rate to pay the Customer.

5. Exercise:

Comparing the Exchange Rate on Fixing Date/Time with the Conversion Rate designated by the Customer on the Trade 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.

6. Payment Method of the Principal Amount and DCI 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 DCI All-In Interest. In the event of a failure of the computer system or an occurrence of other force majeure (such as riot, sedition, accidental explosion, flood, hurricane and other acts of God or similar incidences) or other causes not attributable to the Bank 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 term 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 DCI All-In Interest shall be transferred by the Bank on the Maturity Date of the term 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.

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" as defined below. The Customer understands and agrees to bear at its own cost 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 0.5%

(2) **Notwithstanding the foregoing, the Customer agrees that 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; provided however, the Customer shall bear at its own cost 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 the event that the Customer executes Early Withdrawal due to disagreement with any amendments or supplements made by the Bank to the terms and conditions and the relevant operation procedures**

of DCI, the interest payable accruing from Early withdrawal of term 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 term deposits” enacted by the Financial Supervisory Commission. The charges on termination may be waived; however, provided that the Customer shall bear at its own cost 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) DCI All-In Interest is calculated to the date one day before the Early withdrawal Date, meaning that DCI 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 shall 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.

8. Product Renewal:

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

9. Pledge:

The term deposit portion of the subject product may not, in any form, be assigned or transferred, provided as collateral, pledged to others or the Bank.

10. Others:

(1) The Bank may, at any time, amend or supplement the terms and conditions and relevant operation procedures of the DCI 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. Customers who fail to object within seven (7) days (the“ Objection Period”) after receipt of (or deemed to be received pursuant to this Agreement) 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 Objection Period to execute Early withdrawal in accordance with the terms and conditions of DCI.

(2) 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 DCI 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.

III. Service of Investing Non-Discretionary Trust Funds in Domestic/Foreign Securities

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:

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 relevant provisions provided herein.

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 accordance with this General Terms in foreign currency.

3. Beneficiary:

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

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

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 or applicable to the Customer, 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. 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, redemption, buy, sale, cancel, etc. Such rules and procedures shall come into effect once they 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 prior 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 isn't 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 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 give a transaction instruction on behalf of the Customer. The Customer shall independently and carefully consider as to whether further instruction shall be given to The Bank.
 - (5) The Investment Target and the trust funds that The Bank receives from the Customer to invest through the Non-Discretionary Trust service shall be the trust asset. The Bank shall maintain a separate account of such trust asset 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 agreed by prior written consent of the Customer or 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 Relevant Information of Customer known by the Bank due to this trust relation. Such information shall not be disclosed to a third party without reasonable causes.
 - (7) The Bank may entrust a third party to handle the trust affairs on its behalf, and the Bank shall only be responsible for electing and supervising duties of the third party. The related expenses incurred shall be borne by the trust property.
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) **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.**
 - (3) **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.
 - (4) 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).

- (5) 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.
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 Article 7 (5) 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 Bank is fully authorized by the trust agreement to handle the subscription, sales, 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 the rights and obligations of fund beneficiaries, shareholders or bond holders) etc.
 - (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.

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). 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.

10. Charges for Trust Services:

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.

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 or publicly announces in the branch offices of the Bank.

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 must perform certain obligations in order to invest, 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. In such event, or if the Customer refuses to perform a specific obligation, 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 comply with the above, and the Bank is not held liable for any losses suffered by the Customer therefrom.

(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/ sale all or part of the Investment Target held by the Customer.

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 if the Bank can't handle the entrusted matters in accordance with the Customer's instructions due to the restrictions of laws, regulations or the rules set forth by the issuers, the Customer agrees to cooperate with the Bank to deal with relevant matters or to terminate such investment and bears any profit/losses, taxes, expenses or any other liabilities arising therefrom.

14. Risk Disclosure:

Prior to any instruction of the Investment Target by the Customer, the Customer has fully reviewed all investment documents regarding the Investment Target, and understood its related risks as below:

- (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. In the worst case scenario, the largest potential loss is the full investment principal amount. 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 the Members of HSBC Group, and not be insured by the Central Deposit Insurance Corp. The Bank and the Members of HSBC Group hereby disclaim 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.**

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 delivery, 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, securities certification agency, accountants, lawyers etc.**
- (2) **To the extent permitted by law, 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, 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 Bank shall not be liable for any damage caused the Customer by such delay.
- (4) The Bank 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 Bank.

16. Taxes:

- (1) The Bank shall follow in accordance with the relevant tax laws, shall there is a need to withhold or issue a withholding certificate. The Customer understands that the withholding made by the bank does not imply that the Customer has fulfilled his/her/its tax obligation. The Customer is still obligated to file tax reporting and make tax payment according to the law.
- (2) In order to comply with the tax regulations of the US Treasury, the Customer must fill in US Tax Identity Document (W-8BEN, W-8BEN-E), which should be updated regularly with validity per the US tax law or the Bank's requirements. Upon any change in circumstances (CiC) impacting the customer's personal tax status, the Customer shall notify the Bank immediately and sign back the updated US tax identity document (W-9, W-8BEN, W-8BEN-E). If the document provided by the Customer becomes invalid or expired, the Customer is obligated to sign back the updated document to the Bank immediately upon notification. If the Customer fails to provide the updated document before the due date, the Bank would impose maximum withholding tax according to the regulation.
- (3) Any damages and/or disadvantages resulting from erroneous or untrue contents in the relevant document provided by the contractor shall be borne by the Customers solely. If the Bank suffers any losses due to foregoing reason, the Customer shall indemnify the bank.

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, the other provisions of this Agreement and the Confirmation letter shall not be affected.

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 banking department of the Bank or its related party, or be traded with the Bank or its related 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.**

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.

(II) Special Provisions Concerning Local/Offshore Mutual Fund:

1. Periodic Trust Fund Subscriptions in a Fixed Amount ("Monthly Investment Plan"):

- (1) When the Customer applies for Monthly Investment Plan to subscribe in Investment Target, the Customer should fill out, sign and/or affix the chop of the Bank's subscription form for Monthly Investment Plan and relevant transaction documents, or through other methods agreed upon by the Bank. The Customer should also subscribe through Monthly Investment Plan in accordance with relevant rules.**
- (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 subscription service charge from the Customer's demand deposit account on the Customer's written designated dates or the following Business Day if the designated date is not a Business Day within the effective period of the Trust.**
- (3) The Bank shall debit the investment amount through computer system on the Customer's designated debit dates. The Customer shall maintain sufficient sums in the designated demand deposit account 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. 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 deduction or object to the order set by the Bank.**
- (4) When the Customer designates a demand deposit account for deduction and the investment are failure to be completed for consecutive three times in respect of Monthly Investment Plan of any Investment Target, it shall be deemed that the Customer has terminated the deduction authorization for Monthly Investment Plan. The Bank shall terminate the deduction service for such Monthly Investment Plan immediately; provided, however, the successful deduction services for Month Investment Plan of other Investment Target will be not 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 clause 9 of the General Term and paragraph 2 under this Special Provisions concerning Local/Offshore Mutual Fund.**

2. Redemption, Sales and Transfer:

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.

(III) Special Provisions Concerning the Investment in Structured Notes (“SNs”):

1. 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 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 (such as riot, sedition, accidental explosion, flood, hurricane, acts of God and other similar incidence) or other causes not attributable to the Bank 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 non-performance.**

2. 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 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.

3. 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.
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 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 **the SN issuer exercises the right of early redemption in accordance with the Product Prospectus**, the Customer shall unconditionally accept it.

立約人茲聲明已於合理期間內（至少七日）審閱前開總約定書。立約人已完全瞭解總約定書之內容，並同意遵守總約定書之全部條款。

The Customer hereby declares that this General Agreement has been reviewed by the Customer for a reasonable period of at least 7 days. The Customer enters into this General Agreement after fully understanding the content of the General Agreement and hereby agrees to comply with all the terms and conditions contained in the General Agreement.

公司 Signing Bar 與 Director 親簽 (OBU)

日期：民國 年 月 日

銀行專用

S.V. :

滙豐（台灣）商業銀行股份有限公司
HSBC Bank (Taiwan) Limited