

The Notification for the Revisions of HSBC General Agreement

Date: 15 MAY 2020

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

Below please find the comparison table for your notification.

- 1) **The following change will be effective from 31 MAY 2020. The original one is still applicable before the effective date. If the Customer disagrees with such change, he/she/it may notify the Bank in writing prior to the effective date to terminate the General Agreement as well as transactions and services with the Bank and should cooperate with the Bank in account closing procedure.**

Original	Revised
New clause	I. General Terms and Conditions: (XVII) Agreement to electronic device signature and Electronic Document: A. Electronic device signature: the Customer agrees to use the electronic devices (including but not limited to all touch-screen laptops, tablets, PC, etc.) to sign and agree on any documents prescribed by the Bank to facilitate the services and transactions requested by the Customer, and agrees that the signature provided by the Customer in the form of such electronic device signature can be employed as a declaration of intent and has the same effect as that of hand-written documents. The Customer agrees that Electronic Documents with electronic device signature embedded could be used and proven as the original documents, and the Customer would not argue the validity and authenticity of such in the future. Except for the execution of Signature Specimen Card, electronic device signature could be used in any documents for any transactions and services provided by the Bank. The Customer acknowledges and agrees that if the only authorized signature specimen with the Bank is a chop, and if the documents for the services or transactions requested by the Customer need to be executed with the original authorized chop, then electronic device signature is not applicable for such transactions and services. B. Electronic Document:

	<p>1. The term “Electronic Document “defined in the General Agreement means a record kept in electronic form, which is made of any text, sound, picture, image, symbol, or other information generated by electronic or other means not directly recognizable by human perceptions, and capable of conveying the intended information of a person.</p> <p>2. The Customer agrees that when using online applications for the Bank’ s services (including but not limited to digital account opening, online credit card application, online personal loan application, and other services disclosed via the Bank’ s public website), the Electronic Document can be employed as a declaration of intent and have the same effect as that of hand-written documents. The Customer agrees the Bank may verify the Customer’ s identity in accordance with the security design prescribed in the “Standards for the Security Management Operation of Electronic Banking Business of Financial Institutions” and no further signature is required for such application.</p> <p>3. If the content of any Electronic Document transmitted by the Bank to the Customer or vice versa is indiscernible or unidentifiable, the transmission shall be deemed invalid. However, if the Bank can verify the Customer’ s identity, it shall immediately notify the Customer of such situation through Electronic Document or phone call.</p> <p>4. If any of the following situations exists, the Bank may not execute the Customer’ s instructions, or before any of the following situations ruled out, the Bank may suspend the execution of the Customer’ s instructions:</p> <ul style="list-style-type: none"> i. If the Bank acknowledges or reasonably doubts that the Customer have acted against the internet security, or the Customer is involved with any irregularity in the use of Electronic Document; ii. If the Bank has reasonable doubt with respect to the authenticity of the Electronic Document or accuracy of the instructions; iii. The execution of the relevant instruction would violate relevant laws or regulations; <p>If the Bank does not execute or suspend the instructions contained in the Electronic Document, the Bank will notify the Customer through the contact information provided by the Customer. The Customer may call the Bank for verification after receipt of the notice. The Bank will not be responsible for the non-execution of Electronic Document caused by poor transmission signals provided by the internet service provider.</p>
(XVII) Termination	(XVIII) Termination
(XVIII) Governing Law and Jurisdiction:	(XIX) Governing Law and Jurisdiction: Regardless of the nationality of the

Regardless of the nationality of the	
(XIX) Dispute Handling Channel and Other Disclosure of Matters	(XX) Dispute Handling Channel and Other Disclosure of Matters
(XX) Governing Version	(XXI) Governing Version
<p>V. ATM card and Visa Debit Card Services V-2. Terms and Conditions for Visa Debit Card (XVIII) Amendment to Agreement: Starting from the date on which the Cardholder uses the services provided under Visa Debit Card Terms and Conditions, the Cardholder shall pay the service fee and handling fee in accordance with the agreed fee scheme. In case of any adjustment to such fee scheme after signature of the Visa Debit Card Terms and Conditions, unless otherwise provided by Visa Debit Card Terms and Conditions, the Bank may publicly announce the adjusted matters 60 days prior to the adjustment date on the Bank’s website or in obvious places of the Bank’s business location or by a written notice or any other forms of notification agreed by cardholders. The Bank shall also inform the Cardholder if the Cardholder does not agree to the adjustment, the Cardholder may notify the Bank in writing to terminate the Visa Debit Card terms and conditions during such period and cooperate with the Bank to carry out termination procedures. If the Customer did not notify the Bank to terminate the Visa Debit Card Terms and Conditions within such 60-day period but continues to carry out dealings by Visa Debit Card with the Bank, it shall be deemed that the Customer has agreed to such adjustment.</p>	<p>V. ATM card and Visa Debit Card Services V-2. Terms and Conditions for Visa Debit Card (XVIII) Amendment to Agreement: Starting from the date on which the Cardholder uses the services provided under Visa Debit Card Terms and Conditions, the Cardholder shall pay the service fee and handling fee in accordance with the agreed fee scheme. In case of any adjustment to such fee scheme after signature of the Visa Debit Card Terms and Conditions, unless otherwise provided by Visa Debit Card Terms and Conditions, the Bank may publicly announce the adjusted matters 60 days prior to the adjustment date on the Bank’s website or in obvious places of the Bank’s business location or by a written notice or any other forms of notification agreed by cardholders. The Bank shall also inform the Cardholder if the Cardholder does not agree to the adjustment, the Cardholder may notify the Bank in writing to terminate the Visa Debit Card terms and conditions during such period and cooperate with the Bank to carry out termination procedures. If the Customer did not notify the Bank to terminate the Visa Debit Card Terms and Conditions within such 60-day period but continues to carry out dealings by Visa Debit Card with the Bank, it shall be deemed that the Customer has agreed to such adjustment. However, the notification period does not apply to adjustments favorable to the Customer.</p>
<p>II. Terms and Conditions for Deposits: (XII) Minimum Average Balance for Accounts and Account Administration Charge: 6. Advance Account: (1) A Minimum of TWD 700,000 (or equivalent) average monthly balance is required. (2) If the Customer fails to meet the Bank’s requirement for minimum average balance, the Bank shall have the right to cancel all related benefits at any time and to collect</p>	<p>II. Terms and Conditions for Deposits: (XII) Minimum Average Balance for Accounts and Account Administration Charge: 6. Advance Account: (1) A Minimum of TWD 500,000 (or equivalent) average monthly balance is required. (2) If the Customer fails to meet the Bank’s requirement for minimum average balance, the Bank shall have the right to cancel all related benefits at any time and to collect the account administration charge of TWD 350 or equivalent foreign currency per month, prescribed by the Bank. (3) If the Bank’s requirement for minimum average balance is not maintained for 3 consecutive months, the</p>

<p>the account administration charge of TWD 350 or equivalent foreign currency per month, prescribed by the Bank.</p> <p>(3) If the Bank's requirement for minimum average balance is not maintained for 3 consecutive months, the Bank shall have the right to convert the account type at any time and customer will then be subject to new account's T&C.</p>	<p>Bank shall have the right to convert the account type at any time and customer will then be subject to new account's T&C.</p>
<p>New clause</p>	<p>XII. FX Order Watch (FXOW) Service</p> <p>(I) General Terms and Conditions</p> <ol style="list-style-type: none"> 1. FXOW services are currently offered to the Bank's Premier or Advance Customers. It is not applied to the Bank's corporate and Offshore Banking Unit (OBU) Customers now and is subject to the changes to the Bank's rules from time to time. 2. FXOW services are limited to the Customer's multi-foreign currency account transactions without involving New Taiwan Dollar (NTD) exchanges (subject to the changes to the Bank's rules from time to time). The minimum transaction amount and tradable currencies will be subject to the Bank's prevailing rules announced in each branch business premises or on the Bank's website. 3. The Customer's transaction through FXOW services shall be complied with the regulatory requirements. When handling this business, the Bank shall set forth the relevant rules or operational procedures. Once such rules or relevant procedures have been notified by the Bank or announced in the branch business premises, the Customer agrees to fully comply with the same. 4. The Bank reserves the right to accept or reject the Customer's FXOW service application and relevant transactions. The Bank reserves the right to terminate the FXOW services for any Customer who breaches the rules or relevant procedures. 5. The FXOW services are also subject to the Bank's General Agreement for Accounts and Services. In case of any discrepancy between the terms and conditions of FXOW services set out here and the other

provisions in General Agreement for Accounts and Services, the terms and conditions of this FXOW section shall prevail.

(II) FX Order Watch Services Terms

1. Definitions

- (1) FXOW Instruction:** the Customers who have applied for FXOW services can set up the “Target Execution Rate” by visiting the Bank’ s branches or calling to Contact Center to place the “FX Limit Order” or “FX Rate Alert” .
- (2) FX Limit Order:** Before FXOW expired, the Bank will check if the Execution Rate is hit against the prevailing market spot rates. The Bank will execute the transaction cross the Customer’ s multi-foreign currency accounts if the Execution Rate is hit and in such case the rate used for foreign currency exchanges is the Target Execution Rate as instructed by the Customer.
- (3) Target Execution Rate:** The rate is set up by the Customer and the target execution rate is different from the spot rate the Bank offered at that time. Please note when the Target Execution Rate requested by the Customer is higher than or too close to the current spot rate, the Bank may not be able to complete the set-up of the rate for the Customer.
- (4) Execution Rate:** The rate for determining if a FXOW order will be triggered and executed by the Bank. It is equal to the Target Execution Rate plus the Bank bid-offer spread.
- (5) Trigger:** The FXOW is triggered when the spot rate hit the Execution Rate. Trigger Date is an international FX market trading date, which may not always be the Bank’ s business day.

	<p>(6) Execution: The Bank will complete the transaction based on the Customer' s FXOW instruction upon Trigger occurs.</p> <p>(7) Execution Date: Execution Date is referred to the date on which foreign currency is exchanged. The Trigger Date and Execution Date may not be the same date. Upon FXOW is triggered, the Bank will complete the foreign currency exchange at the Customer' s Target Execution Rate on Execution Date.</p> <p>(8) FX Rate Alert: Before FXOW expired, the Bank will check if the Execution Rate is hit against the prevailing market spot rates. When the market spot rate hit the Execution Rate, the Bank will notify the Customer the result through the Customer' s designated method for notification. FX Rate Alert is limited to one time only during a valid FXOW period.</p> <p>2. FXOW valid period is referred to the period of time starting from the moment the Bank accepts the Customer' s instruction till the time at 23:59:59 (included) on the expiration date of FXOW instruction. The FXOW valid period is decided by the Customer with a maximum period up to 1 month (subject to the changes of the Bank' s FXOW rules from time to time).</p> <p>3. Authorization to make the deduction and payment: The transaction money and associated fees shall be deducted from and deposited into the Customer' s designated multi-foreign currency saving accounts with the Bank. When FXOW is executed, the Bank would deduct the amount to be exchanged and credit the converted currency to the Customer' s respective designated foreign currency saving accounts. In the event of a failure of the computer system, the</p>
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Customer' s account closure or court compulsory execution or any other force majeure events, the Bank shall execute the transactions after the obstructions removed or within 3 business days following the Bank' s re-open for business.

4. **FXOW Business Hours:** FXOW instructions or other FXOW related matters shall be submitted during the Bank' s business hours either by visiting the Bank' s branch business premises or calling to Contact Center. The Bank' s business hours are subject to the Bank' s rules and announcements from time to time. In the event of regulatory changes, fierce currency market fluctuation, a failure of computer system, or other force majeure incidents which as a matter of practice prevent the Bank from offering the FXOW services, the Bank may reject to provide such services or your FXOW instructions that have been placed may not be processed.
5. **Order Cancellation:** Subject to the instruction is still valid and the spot rate has not hit the Execution Rate, the Customer may apply for FXOW cancellation during the Bank' s business hours either by visiting the Bank' s branch business premises or calling to Contact Center. The Customer understands that FXOW system may not be real-time processing and the FXOW may already be executed or not be able to cancel when the Customer places the order cancellation. Therefore, the Bank does not guarantee the cancellation of an order. Once the order cannot be cancelled, the Bank has the right to execute the original FXOW instruction as it is.
6. Once the Customer has placed "FX Limit Order" , the Bank shall have the right to

block the transaction amount from the Customer' s designated account for a period of time until the Order confirmed to be executed, or the cancelation or expiration of the Order (whichever comes first). The amount blocked is calculated based on the Target Execution Rate and the buy amount, and cannot be used before order execution, cancellation, or expiration (whichever comes first). The Bank will pay the accrued interests to the Customer at the board rates prevailing during such block period.

7. When the Customer places FXOW instruction by visiting the Bank' s branch business premises, the content of the Customer' s instruction is evidenced by the " FX Order Watch _ Confirmation Letter" . If FXOW instruction is given by the Customer through calling to Contact Center, the instruction regarding order type, currency, amount, Target Execution Rate, Execution Rate, expiration date, transfer out/in accounts and FX Rate Alert is evidenced by the Customer confirmation during the call and such call confirmation will be recorded accordingly.
8. Once FX Limit Order is triggered and executed, the transaction details will be disclosed on the Customer' s monthly statement. The Customer could opt for the alert notification for each FXOW instruction. The Bank will use the Customer' s mobile phone number or email address in the Bank system to notify the Customer. Please be notified that only local mobile phone number can receive the SMS notification. If Customer chooses not to receive the alert, the Customer could still request his/her FXOW instruction records by visiting the Bank' s branch business premises or calling to Contact Center.

	<p>9. Risk Disclosure: FXOW service is limited to foreign currency exchange transactions not involving New Taiwan Dollar conversions. Foreign currency exchanges may result in either opportunity or risk due to exchange rate fluctuations. The Customers shall be aware of and bear all losses and risks arising from foreign exchange transactions (including but not limited to the risks of prices, exchange rates, political situations, or country risks). The maximum loss shall be the principal in full amount plus the interest. The Bank does not take any responsibility for indemnifying the Customers for their losses nor offer any guarantees of investment return.</p> <p>10. FX Limit Order is not to buy a FX option; therefore, the Customer will not receive any FX option premium.</p>
<p>XII. Investment in Structured Deposit (“SD”) and Dual Currency Investment (“DCI”) and Related Services</p>	<p>XIII. Investment in Structured Deposit (“SD”) and Dual Currency Investment (“DCI”) and Related Services</p>
<p>XIII. Investing in Domestic and Foreign Securities Permitted by the Competent Authority through the Non-Discretionary Trust Service</p>	<p>XIV. Investing in Domestic and Foreign Securities Permitted by the Competent Authority through the Non-Discretionary Trust Service</p>
<p>XIV. Special Account Opening Requirement and Conditions for Different Types of Account</p>	<p>XV. Special Account Opening Requirement and Conditions for Different Types of Account</p>

HSBC Bank (Taiwan) Limited