

Terms and Conditions of Trust Business Transactions (11206 Version)

立同意書人(即委託人)已確實明瞭並於合理期間審閱本信託業務往來約定事項契約內容，同意於現在(包括過去以特定金錢信託辦理投資，現在尚未贖回)或將來與台中商業銀行股份有限公司(以下簡稱受託人，受託人地址：台中市西區民權路 87 號)發生本信託業務往來約定事項所約定之信託業務項目往來時，除委託人與受託人另有約定外，雙方同意遵守下列各項信託契約條款與約定事項之約定。

Applicant (Settlor) has fully understood and carefully reviewed this Terms and Conditions of Trust Business Transaction within a reasonable period and agrees for now on (including in the past processed non-discretionary money trust investment which not yet redeemed now) or in the future wherever there is any transactions of trust business with Taichung Commercial Bank (hereinafter called "Trustee" with address at No. 87, Min-Chuan Road, West District, Taichung.) as regulated under this terms and conditions, unless otherwise provided by agreement between the Parties, the Parties to comply with provisions under this terms and conditions.

本信託業務往來約定事項所約定之信託業務往來契約包含：

The contract of trust business transaction regulated under this terms and condition of trust business transactions includes:

- 壹、特定金錢信託投資國內外有價證券信託契約條款 Terms of Trust contract of non-discretionary money trust investment in domestic and foreign securities.
- 貳、特定金錢信託資金定期不定額投資約定條款 Terms of non-discretionary money trust fund for value averaging investment.
- 參、網路/行動銀行委託辦理特定金錢信託投資國內外有價證券約定事項 Terms of trust through internet/mobile banking for non-discretionary money trust investment in domestic and foreign securities.

壹、特定金錢信託投資國內外有價證券信託契約條款**Terms of Trust Contract of Non-discretionary Money Trust Investment in Domestic and Foreign Securities**

委託人為辦理特定金錢信託投資國內外有價證券為本信託目的，特與受託人簽訂本信託契約，委託人對受託人有關特定金錢信託投資國內外有價證券之諸項事宜，雙方同意共同遵守下列條款：

In order for processing non-discretionary money trust investment in domestic and foreign securities as purpose of this trust, Settlor and Trustee hereby enter into this trust contract. As to the related issues for non-discretionary money trust investment in domestic and foreign securities, the Parties agree as follows:

一、委託人、受託人及受益人 Settlor, Trustee and Beneficiary

- (一) 委託人及受託人之名稱，詳如台中商業銀行特定金錢信託投資國內外有價證券業務各項申請書上委託人簽署欄所載。The names of Settlor and Trustee are listed under the signatory column in application forms of business of Taichung Commercial Bank non-discretionary money trust investment in domestic and foreign securities.
- (二) 本信託契約書項下所得享利益及信託關係消滅時信託財產歸屬之受益人以委託人本人(或其繼承人)為限。委託人於本信託契約書存續期間不得變更受益人。The Beneficiary receiving interest under this trust contract and receiving trust property upon expiry of trust relationship is limited to Settlor (or Settlor's heirs). Settlor may not change Beneficiary during period of this trust contract.

二、投資標的 Investment Objects

- (一) 委託人指示受託人運用本信託資金，投資於主管機關核准或核備、或符合受託人辦理「特定金錢信託投資國內外有價證券」相關法令及受託人相關作業規定。Settlor instructs Trustee using this trust fund to invest on objects approved by competent authorities, or in compliance with related laws for Trustee's processing "Non-discretionary Money Trust Investment in Domestic and Foreign Securities" and Trustee's related regulations.
- (二) 委託人指示投資標的(包括申購、轉換或異動定期(不)定額投資標的)，以受託人同意受託投資，且依受託人之商品適合度政策，評估委託人足以承擔該投資標的風險者為限。The investment objects instructed by Settlor (including subscription, conversion or change of dollar-cost averaging/value averaging investment objects), are subject to Trustee's consent for trust investment, and subject to evaluation as to Settlor's risk taking capacity for such investment object based on Trustee's strategy of product suitability.

三、信託存續期間 Period of Trust

本信託之存續期間，係自委託人依申購書或其他約定方式所示將第一筆信託財產交付予受託人時起，至依本契約條款所約定終止事由發生日止。The period of this trust is from delivery of the first trust property through the way as contracted under subscription application or other contract by Settlor to Trustee, until the date of occurrence of termination event as stipulated in this contract.

四、信託資金之運用與管理 Utilization and Management of Trust Fund

- (一) 本信託資金為特定單獨管理運用金錢信託，受託人對信託財產不具運用決定權，委託人就信託資金之運用管理，包括申請結匯、買賣外幣、投資時間、投資期間、買賣操作、交割之執行，參與投資標的本身有關之各項權利義務之行使（包括但不限於股東或基金受益人權益之行使）及其他有關事項等，同意由受託人盡善良管理人之注意運用管理，委託人不另指示或干預。This trust fund is non-discretionary individually managed money trust. Trustee does not retain the power to decide on utilization of trust property. As to the utilization and management of trust fund, including application of settlement, purchase/sales of foreign currencies, investment timing, investment period, operation, execution of settlement, participation in performance of right and obligation in respect of investment object (including but not limited to execution of rights of shareholder or rights of fund beneficiary) and other related matters, Settlor agrees trust property to be managed by Trustee under due care as a good administrator, and Settlor will not otherwise instruct or interfere.
- (二) 倘受託人接獲運用標的有關增（減）資、清算、變更（包括名稱、計價幣別、計價方式、投資數額等）、合併、解散、暫停交易或暫停交割、營運困難、或其他不得已事由等通知時，或運用標的因法令限制或其發行機構之規定，致受託人不能為運用時，委託人應配合辦理相關事務或終止該項運用，其所生之一切損益、稅捐、費用或負擔之債務概由委託人承受，不得以本契約是否屆期為由提出異議。 If Trustee receives any notices in respect with utilized object as to capital increasing(decreasing), clearance, change(including changes on name, pricing currency, pricing means, amount of investment, etc.), merger, dissolution, suspending trading or suspending settlement, difficulty in operation, or other force majeure event, or due to limitation of laws or regulation of issuer, utilized object may not be operated by Trustee, Settlor shall cooperate with Trustee to proceed with related procedures or terminate such utilization. The profits and losses, taxes, fees or debt resulting therefrom shall be borne by Settlor, and Settlor shall not object based on issues of expiry of this Contract.
- (三) 同一投資日倘有多數委託人為同一基金之投資運用指示時，受託人得集合各委託人之資金為共同投資運用，受託人以信託資金所能購得投資標的之數額，按各委託人信託資金佔集總之信託資金所能購得投資標的之數額比例，分配委託人之受益權單位，其分配得計算至國內外發行機構規定之小數點位數，尚有餘額時，該餘額部分受託人得選擇分配委託人，委託人絕無異議。 On the same investment date, if there are multiple Settlers making utilization instruction on the same fund, Trustee may put together funds of multiple Settlers for collective investment. The subscribed amount of investment object by trust funds by Trustee will be distributed to Settlers based on percentage of each Settlor's trust fund in total collective trust fund of multiple Settlers. The distribution of beneficiary units to Settlers shall be calculated to the decimal place as required by domestic or foreign issuers. If there is remaining portion, Trustee may choose to make distribution to Settlers, for which objection from Settlor is not allowed.
- (四) 委託人同意當信託投資標的漲跌幅達到委託人設定之標準時，得由受託人以電信簡訊、電子郵件或其他約定方式通知委託人，或由受託人逕予辦理出售或贖回，委託人絕無異議。 Settlor agrees that once the fluctuation of trust investment object achieving limit set by Settlor, Trustee may notify Settlor by text, e-mail, or other agreed ways, or Trustee may process selling or redemption of investment object, for which objection from Settlor is not allowed.

五、信託資金運用之指示 Utilization Instruction of Trust Fund

- (一) 委託人辦理申購時，須於受託人處開立(新臺幣/外幣)活期性帳戶。 Where Settlor processes application for subscription, Settlor is required to open (NTD/foreign currencies) demand accounts in Trustee.
- (二) 委託人應留存信託印鑑，憑以辦理受託投資國內外有價證券之各項交易指示及申請事宜，各個契據及書類（包括但不限於各式聲明書、產品主要條件暨投資風險預告書），僅憑蓋用委託人留存印鑑即生效力，委託人絕不以任何理由（包括但不限於印鑑非本人所有、用印等）對抗受託人或否認其效力；委託人留存之印鑑如有遺失、被竊或其他無法使用之情事，應立即向受託人辦理印鑑變更手續，於印鑑變更前，以舊印鑑所蓋用的契據及書類仍具效力，委託人絕無異議。 Settlor shall make specimen of signatory for trust, in order for processing transaction instruction and application for investment of domestic and foreign securities, contracts and forms (including but not limited to declarations, major terms of products and investment risk advance notice), which will be effective only by affixing originally registered seals of Settlor, for which Settlor shall not initiate any objection

against Trustee nor deny as to its validity for any reason (including but not limited to seal not being the one registered, or seal not being affixed by Settlor, etc.). If there is any occurrence of lost, stolen or other event of incapability for use of seal by Settlor, Settlor shall immediately process changing seal with Trustee, provided that all contract and forms affixing old seal prior to change of seal, is still valid, for which any objection from Settlor is not allowed.

- (三) 委託人就信託資金之運用、變更及異動等指示時，應以書面為之，並依受託人之規定填寫相關申請文件及依其相關規定辦理。但經雙方事先書面約定以網路或其他電子媒介方式者，不在此限。Settlor's instruction as to allocation and change of trust fund shall be made in writing, and shall be processed by completion of related application forms in accordance with Trustee's applicable regulations, unless otherwise provided by written agreements between the Parties for processing through internet or other electronic medium methods.
- (四) 委託人與受託人應共同遵守投資標的本身之相關規定及其適用法令。該投資標的為國內外有價證券時，其經理公司/國內外發行機構/證券商所定之投資相關規定包括申購、贖回、轉換等之價格、時間、方式、淨值計算、收益分配、費用負擔及其他有關國內外有價證券之相關事宜等，雙方亦應遵守。Settlor and Trustee shall both comply with related regulation as to investment objects and other applicable laws. Where such investment objects are domestic or foreign securities, the Parties shall also comply with the related investment regulations required by their management company/domestic or foreign issuers/security dealer, including price, timing, method, net value calculation, income distribution, burden of expenses of subscription, redemption, conversion, and other related matters in connection with domestic or foreign securities.
- (五) 投資標的因法令限制或其發行機構之規定（包括但不限於對投資對象限制、未達法定最低募集規模而被撤銷、已逾法定最高募集規模或其他法定禁止投資事由），致受託人不能依委託人指示投資時，委託人同意受託人得以無息退還委託人已投資之信託資金及手續費並終止投資。For investment object due to limitation of regulation or its issuer's regulation (including but not limited to limitation on investor, cancellation due to failure to achieve legally required minimum offering scale, exceeding legally required maximum offering scale or other events legally required for prohibiting from investment), resulting that Trustee is not able to make investment according to Settlor's instruction, Settlor agrees that Trustee may return invested trust fund and commission to Settlor and terminate investment.
- (六) 委託人委託投資之標的係受託人依據委託人之運用指示，由本行以受託人名義代委託人與交易相對人進行投資交易。The investment object is invested by Trustee in accordance with Settlor's instruction under the name of Trustee on behalf of Settlor for processing transaction with trading counterparty.

六、信託資金及費用之收付 Receipt and Payment of Trust Fund and Fees

- (一) 委託人所交付之信託資金及費用，應以投資標的所規定或經受託人同意接受之幣別為之；又，就信託本金及收益之返還，應與委託人所交付信託資金為同一種幣別或受託人所指定之幣別為之。但法令另有規定者，不在此限。The trust fund and fees delivered by Settlor shall be made in the currency as required by investment object or as accepted by Trustee. Also, the returning of fund principal and proceeds shall be made in the same currency as delivered trust fund by Settlor or the currency as designated by Trustee, unless otherwise provided by laws.
- (二) 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所規定之幣別不同時，其不同幣別間之匯兌交易，委託人同意授權由受託人全權處理，並同意得與受託人銀行業務部門從事幣別兌換交易行為。Where the currency agreed for acceptance by Trustee or as required by laws for receipt is different from the currency required by investment object, the foreign exchange transaction between such different currencies is authorized by Settlor for Trustee to process with full authority, and Trustee is authorized to process such foreign exchange transaction with business department of Trustee's bank.
- (三) 委託人就信託標的之投資，不論盈虧，應負擔各項費用（包括但不限於信託管理費用、交易費用、轉換手續費、贖回手續費、轉申購手續費、短線交易費及通路服務費等）及稅捐，其中各項費用之金額或費率悉依契約條款第十九條約定辦理。For investment in trust object, no matter in profit or in loss, the related expenses (including but not limited to trust management fees, trading fees, conversion commission, redemption commission, subscription commission, short-swing trading fees, and service fees, etc.) and taxes shall be borne by Settlor. The related fees and rates shall be in accordance with Fee Schedule in Article 19.

七、定期(不)定額信託資金之扣款 Debit of Trust Fund for Dollar-Cost Averaging/Value Averaging

Investment

- (一) 委託人就信託資金、申購手續費或其他費用得以自動轉帳扣繳支付，並授權由受託人於每月指定扣款日(遇例假日自動順延)，逕自委託人指定之(新臺幣/外幣)活期性帳戶(不得為支票存款帳戶)中全權處理扣款作業，包括扣款時點、順序及方式。Settlor may pay trust fund, subscription commission or other fees by automatically transferring and authorize Trustee to monthly process debit procedure, including timing, sequence, and method for deduction, from Trustee's designated (NTD/foreign currency) demand accounts (rather than check deposit account), on designated debit date monthly (if on holiday automatically extended).
- (二) 受託人於指定投資扣帳日即進行電腦扣帳作業，委託人指示之存款帳戶應於約定投資扣款日之前一金融機構營業日留存足額扣帳金額(含信託金額及信託手續費)，否則視為該次不委託投資，倘同時有數筆扣帳款項而餘額不足時，以受託人扣帳作業先後順序處理，委託人不得指定或異議；若委託人因上述原因致連續三次扣款不成功，視為停止扣款，惟委託人得申請恢復扣款；委託人亦得申請暫停扣款，每次申請暫停扣款期間得由委託人指定，如因扣款失敗而導致無法如期申購者，委託人應自負其責。Trustee will process computer debit procedure on designated investment debit date. Settlor shall prepare sufficient amount for deduction (including trust fund and trust commission) on the preceding business day of designated debit date, otherwise such month is deemed as not instructed for investment. If there are multiple debits and the balance is insufficient for deduction, the deduction is based on the sequence processed by Trustee, and Settlor may not designate sequence nor object. If there are unsuccessful debits for three successive times due to Settlor's cause as mentioned above, it is deemed as stopping debit, provided that Settlor may apply for resuming debit. Settlor may apply for suspending debit and the period of suspending debit may be designated by Settlor. Any losses of not subscribing on time due to failure of debit shall be Settlor's own responsibility.
- (三) 定期(不)定額未進行第一次扣帳前得申請終止契約。Settlor may apply for termination of contract for dollar-cost averaging/value averaging investment prior to first debit of payment.

八、投資收益分配 Allocation of Investment Proceeds

- (一) 因信託資金之運用而受分配之投資收益及孳息，受託人依分配基準日按委託人所得享有之信託財產權益率計算分配予委託人。The Trustee will, on the record date for allocation, calculate and distribute to the Settlor investment proceeds and yield allocable from investment object in proportion to the rights and interests of Settlor in the trust property.
- (二) 信託資金收益之分配方式，悉由受託人決定，以再投資方式分配者，於接獲國內外發行機構/經理公司/證券商之現金股利轉投資通知書後，按委託人信託資金權益比率計算分配予委託人，相關稅捐費用由委託人負擔；以現金方式分配者，於國內外發行機構/經理公司/證券商配息款項確實入帳後，並依規定扣除相關稅捐及費用後撥付至委託人入戶帳號內，並將股利分配明細通知委託人，委託人如未指定撥轉存款帳戶或該存戶無法入帳時，由受託人代為保管，保管期間不計付利息；或由受託人逕行轉入委託人設立於受託人之其他存款帳戶。The method of allocation of investment proceeds shall be decided by Trustee. For allocation through further investment, upon receipt of notice of cash dividend re-investment from domestic or foreign issuers/management company/security dealer, Trustee will calculate and distribute to Settlor in proportion to the rights and interests of Settlor in the trust property, and the related taxes and expenses shall be borne by Settlor. For allocation through cash, upon receipt of payment of proceeds from domestic or foreign issuers/management company/security dealer and after deducting related taxes and expenses, Trustee will make payment into Settlor's account, and send details of distributed dividend to Settlor. If Settlor does not designate transfer deposit account or such account being unable for receiving payment, Trustee may hold such proceeds for custody without interest during such period of custody, or Trustee may transfer such proceeds into Settlor's other deposit accounts in Trustee.
- (三) 投資標的悉數贖回後如再有收益，仍依上述方式予以分配，惟其分配所得值不足抵償有關處理費用時，得由受託人另行列帳，俟有其他相關收益併同處理足以分配後，通知委託人領取或撥轉委託人存款帳戶。After redemption of investment object, if there is further proceeds, the proceeds will be distributed in accordance with the method stipulated above, provided that if the value of proceeds is not enough for deduction of related expenses, Trustee is entitled to hold on account until there is other related proceeds accumulated enough for distribution, and then Trustee will notify Settlor for receiving such proceeds or transfer into Settlor's deposit account.

九、投資標的之賣出或贖回 Sale or Redemption of Investment Object

- (一) 委託人申請解約贖回時，授權受託人於合理處理時間內，將原單一信託投資標的全額賣出或向國內

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外基金公司辦理全部贖回，原則上以原信託幣別返還委託人/受益人，委託人不得要求受託人逕行交付指定投資之股份、債券、受益憑證或其他有價證券，受託人於扣除信託管理費及其他費用後返還委託人，惟如有尚未分配之交易，受託人得暫不受理該次贖回交易。入帳前之作業期間受託人不計付委託人利息，免費代為保管，委託人亦同意保管期間不予計息。委託人申請部分贖回時，贖回後之剩餘金額不得低於最低信託金額。但因政府法令限制或國內外共同基金或交易對象另有投資贖回期限、短線頻繁交易之禁止等限制或其他難以處分原因時，於該等限制或原因消滅時方返還之。

Where Settlor applies for redemption, Settlor authorizes Trustee to sell in whole single trust investment object or apply with the domestic or foreign issuer for redemption in whole, within a reasonable period, and in principle, the payment returned to Settlor/Beneficiary will be in the same currency as originally trusted currency. Settlor shall not request Trustee for delivery of shares, bonds, beneficiary certificate, or other securities of instructed investment. Trustee will return to Settlor after deduction of trust management fees and other expenses, provided that if there is transaction not yet to be distributed, Trustee is entitled to not process such redemption transaction. No interest is calculated during the period prior to payment into account, and Trustee is holding for custody without charge, and Settlor agrees that no interest is calculated during period of custody. In the event of application of partial redemption by Settlor, the remaining trust amount after redemption shall not be below minimum trust amount. Due to limitation of government regulation or there being time limitation on investment redemption for domestic or offshore mutual fund or trading counterparty, or limitation as to prohibition of frequent transactions in short term, or other cause of difficulty for disposition, Trustee is entitled to return after the time such limitation or causes no longer existing.

- (二) 受託人於返還信託資金或支付孳息時，得逕行轉入委託人原約定帳戶中，如受託人無法依原約定帳戶轉入款項時，受託人得逕行轉入委託人設立於受託人處之其他存款帳戶；或於委託人提領前由受託人保管，保管期間不計息；前述約定帳戶若有變更時，委託人應立即向受託人辦理書面變更手續。Where Trustee returns trust fund or pay yields, Trustee will directly deposit such amount into the account as agreed between Settlor and Trustee. If the amount can not be credited to the agreed account, Trustee is entitled to directly transfer into other deposit accounts opened by Settlor in Trustee, or Trustee may hold such amount in custody prior to withdrawal by Settlor, without interest during period of custody. If there is any change to the aforesaid account, Settlor shall immediately process change procedure in writing with Trustee.
- (三) 受託人於接獲賣出或贖回指示後，若有因原投資標的所生成尚未有完全賣出之資產或單位數或因買回之投資標的金額或單位數不足投資標的本身規定最低買回基準時，受託人得不再另行通知委託人，而於接獲國內外基金公司或交易對象之通知後，或於受託人合計其他委託人擬買回之投資標的及單位數已達上述最低基準時，逕行申請買回，並於接獲匯入款項扣除相關費用後返還委託人/受益人。Where Trustee is instructed by Settlor for sale or redemption, if there are assets or units left unsold as deriving from the investment object designated for disposal or redemption, or the amount or number of units of the investment object instructed to be sold or disposed of, or redeemed, are not achieving the minimum standard for sale and disposal, or redemption required of the investment object, Trustee may without notice to Settlor, directly apply for sale or redemption upon receipt of notice of derivative assets from the domestic or foreign issuer or upon amount or number of units of the aforesaid investment object together with other investment objects which Settlor contemplates selling or redeeming achieving the aforesaid minimum standard. Upon receipt of the remitted amount after its sale or redemption, Trustee will return such amount after deducting the related fees, to Settlor/Beneficiary.
- (四) 投資標的因國內外法令、交易對象/發行機構/經理公司之規定或其他事由而須限制、停止交易或強制贖回時，委託人無條件同意配合辦理或停止是項投資，不得以本信託契約未屆期為由拒絕贖回，若委託人逾期不為贖回時，由受託人逕行辦理贖回，並將所得款項扣除信託管理費、稅捐及其他相關費用後，返還委託人，其所衍生之一切損益概由委託人承受；本契約投資標的之結算期先於委託人終止契約辦理贖回時，受託人得逕與發行機構結算，並將信託資金返還委託人。Settlor agrees unconditionally that if limitation, suspending trading, or compulsory redemption of the investment object is mandated by requirement of domestic or foreign government regulations, or requirement governing trading counterparty/issuer/management company or other events, Settlor will cooperate to process or terminate such investment and shall not refuse to redeem based on cause of contract not yet expired. If Settlor fails to redeem, Trustee may directly process redemption and may return the received amount after deducting the trust management fee, taxes and other relevant fees to Settlor, and the profit or loss resulting

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therefrom shall be borne by Settlor. Where the settlement date of the investment object is earlier than termination of contract and redemption by Settlor, Trustee may directly settle with issuer and return trust fund to Settlor.

- (五) 因投資標的之轉換或計價幣別之變更，於委託人申請賣出或贖回所產生另一幣別贖回或處分價金款項時，委託人/受益人同意受託人得將該款項於原受託人之銀行業務部門處所開立之同一外幣帳戶中另行開設該幣別相關交易帳戶，以作為該款項匯入之用。If due to conversion or currency change of the investment object, Trustee's application for sale or redemption results in another currency of the redemption or disposal price, Settlor/Beneficiary agrees that Trustee may directly open, in the account of Settlor opened with the business unit of Trustee, a transaction account in such currency for inbound remittance of the aforesaid payment.
- (六) 其他賣出或贖回相關作業規定，悉依受託人及交易對象/發行機構/經理公司之規定辦理。Any other related requirement for sale or redemption shall be in accordance with regulations required by Trustee's trading counterparty/issuer/management company.

十、投資標的之轉換 Conversion of Investment Objects

- (一) 委託人得在同一基金經理機構所經理之同系列基金間申請轉換，並以轉換當時委託人所持有之單一基金全部轉換或部份轉換，惟部分轉換後每一基金金額不得低於受託人所定之最低金額，且委託人申請轉換應同意以受託人通知之轉換受益權單位數為轉換後受益權單位數。定期(不)定額不得申請部分轉換。Settlor may apply for conversion only to other funds which is managed by the same fund management company and within the same series of funds, and may apply for conversion in whole or partial conversion, provided that, the amount of each fund after partial conversion shall not be below the minimum amount required by Trustee, and Settlor shall agree that the units of beneficiary right after conversion shall be the units as notified by Trustee. Settlor shall not apply for partial conversion of dollar-cost averaging/value averaging investment.
- (二) 另各基金公司訂有轉換次數或短線頻繁交易之禁止，基金公司可加收手續費或不接受該次轉換申請，同一基金公司之國內基金與境外基金不得互為轉換；外幣信託資金與台幣信託資金亦不得互為轉換，且僅能轉換至同一基金公司可受理轉換之基金為限，惟如有尚未分配之交易，受託人得暫不受理該次轉換或贖回交易。There may be requirement by fund company as to frequencies of conversions or prohibition of frequent transactions in short term. Fund company may increase commission or refuse such conversion application, and the domestic funds may not be converted with offshore funds within the same fund company. Foreign currency trust assets and NTD trust assets may not be converted with each other, and may only be converted to other funds in the same funds company acceptable for conversion, provided that if there is transaction not yet being distributed, Trustee is entitled to temporarily refuse to process such conversion or redemption.
- (三) 轉出標的之申購信託手續費低於轉入標的之信託手續費者，亦應負擔信託手續費之差額。Even the trust subscription commission for converting-out object is lower than converting-in object, the difference between the commissions shall be borne by Settlor.

十一、匯率 Exchange Rate

- (一) 信託資金以新臺幣兌換外幣或外幣兌換新臺幣，除另有約定外，概以結匯時受託人買賣牌告之即期匯率；通常申購基金匯率之決定係以受託人下午 3:00 之牌告即期賣出匯率為準，因兌換所產生之匯率風險悉由委託人負擔。贖回款之匯率則以贖回款入帳日早上 9:30 之受託人牌告即期買入匯率為準。若遇受託人電腦系統故障或其他不可抗力事故，或其他不可歸責於受託人之事由，致無法順利作業時，委託人同意以受託人於合理處理時間內實際辦理結匯之匯率為準。Where trust fund is exchanged to certain foreign currency from NTD or exchanged to NTD from certain foreign currency, the exchange shall be based on the spot exchange rate as published by Trustee at the time of settlement, unless otherwise provided by agreement. Usually the determination of exchange rate for subscription of fund is based on spot selling exchange rate published by Trustee at 3:00 PM. Any risk of exchange rate resulting from foreign exchange shall be fully assumed by Settlor. The exchange rate for redemption payment is based on spot buying exchange rate published by Trustee at AM 9:30 on the receiving date of redemption payment. If due to malfunction of computer system or other force majeure event, or other event not attributable to Trustee, which results in failure to process related procedure, Settlor agrees to be exchanged at the exchange rate actually applied by Trustee within the reasonable processing period.
- (二) 轉換如涉及不同幣別之轉換，應以國外基金管理公司所通知之匯率為準。Different currencies

involved in funds conversion will be exchanged at the rate notified by the offshore fund management company.

十二、權利轉讓及設質之禁止 No Assignment and Pledge of Right

委託人/受益人因各該信託契約所生權利義務除法令另有規定外，不得轉讓或設質予第三人。
Settlor/Beneficiary may not assign nor pledge any rights or obligations arising out of each trust contract, unless otherwise provided by laws.

十三、風險承擔及預告 Assumption and Advance Notice of Risk

(一) 委託人已瞭解本信託資金非一般銀行存款，故非屬受託人所投保之中央存款保險公司理賠之項目範圍。
Settlor understood that this trust fund is not deposit and is not the insured items under deposit insurance by Trustee with Central Deposit Insurance Corporation.

(二) 委託人將信託資金交付受託人為投資標的之指示運用前，應確實於合理期間詳閱各該投資標的之相關資料及其規定（包括但不限於公開說明書），並瞭解其投資可能產生之風險：包括但不限於投資標的可能發生之跌價、匯兌風險所導致之本金虧損，或因基金規模低於法定規模、或投資地區可能產生之市場（政治、經濟、產業景氣循環變動、社會變動、匯率、利率、股價、指數或其他標的資產之價格波動）風險、流動性風險、信用風險、法令變動風險、投資標的過度集中風險、投資標的暫停接受買回及解散、清算、移轉、合併、受益人大量買回或基金暫停計算買回價格而導致信託資金之虧損或延遲給付買回價金等風險。委託人係基於獨立審慎之投資判斷後，而自行決定各項運用並受託人為指示，委託人並瞭解最大可能損失為全部投資本金。
Prior to Settlor's delivery of trust fund to Trustee and making utilization instruction, Settlor shall read related document and requirement of each investment object carefully (including but not limited to prospectus), and understand the possible risks resulting from such investment which: including but not limited to falling price possibly occurred to investment object, losses in principal resulting from exchange rate risk, or scale of fund below legally required scale, or possible market risks in invested territories (politics, economic, change of industrial business cycle, change of society, exchange rate, interest rate, share price, index or fluctuation of price of other objects), liquidity risks, credit risks, regulation change risks, risk of excessive concentration in investment objects, investment object's suspension of repurchasing, and dissolution, clearance, transfer, merger, large scale of repurchasing by Beneficiary, or fund's suspending calculation of repurchasing price resulting in losses of trust fund or delay in payment of repurchasing price, etc.. Settlor has made his own decision for utilization and instruction to Trustee based on independent and prudent investment judgment, and Settlor understood that the greatest possible loss here is all invested principal.

(三) 信託資金管理運用所生之資金利得及其孳息收益等悉數歸受益人所享有；其運用所生風險、費用及賦稅亦悉數由委託人/受益人負擔，**一切盈虧須由委託人與受益人自行承擔，受託人依法不得擔保本金及最低收益率。**
The income from management and utilization of trust fund and its yields are all belonged to Beneficiary, and the risks, expenses and taxes resulting from utilization of trust fund shall also be borne by Settlor/Beneficiary. **All profits and losses shall be fully assumed by Settlor and Beneficiary. Trustee shall not guarantee on the principal and minimum returns percentage under requirement of laws.**

(四) 投資標的為國內、外共同基金者，委託人並應充分瞭解下列事項：For investment objects as domestic or offshore mutual funds, Settlor shall fully understand the following issues:

- 受託人受託投資之基金經金管會核准或同意生效，惟不表示絕無風險。基金經理公司以往之經理績效不保證基金之最低投資收益，基金經理公司除盡善良管理人之注意義務外，不負責基金之盈虧，亦不保證最低之收益，委託人申購前應詳閱基金公開說明書。**
Funds in which Trustee is engaged to invest are all effective with approval or consent of the Financial Supervisory Commission, but this does not mean they are absolutely risk free. Track records of fund management company are not guarantee of minimum returns on investment of funds. Notwithstanding the duty of care they assume, fund management company are not responsible for profits and losses of funds, nor do they guarantee minimum returns. Settlor shall read the prospectus of the fund carefully before subscription.
- 基金淨值可能因市場因素而上下波動，基金過去報酬率不代表未來報酬率。**
The net value of a fund may fluctuate due to market conditions. Past fund returns are not representative of future fund returns.
- 基金配息率不代表基金報酬率，且過去配息率不代表未來配息率；基金的配息可能由基金的收**

益或本金中支付。任何涉及由本金支出的部份，可能導致原始投資金額減損。The fund dividend yields are not representative of fund returns, and past fund dividend yields are not representative of future dividend yields. Fund dividends may be paid from proceeds or principal of the fund. Any payment out of the principal may reduce the initial investment amount.

4. 部分基金可能持有衍生性商品部位，可能造成基金淨值高度波動及衍生其他風險。Some funds may hold derivative positions, which may result in high fluctuation in its net value and other risks.
5. 境外基金係依外國法令募集與發行，其公開說明書、財務報告、年報及績效等相關事項，均係依該外國法令規定辦理，委託人應自行了解判斷。Offshore funds are issued and offered in accordance with foreign regulations and their prospectus, financial reports, annual reports and performances, are processed under foreign regulations. Settlor shall make his own understanding and determination.
6. 期貨信託基金從事之期貨交易具低保證金之財務槓桿特性，在可能產生極大利潤的同時也可能產生極大的損失，依據法令規定，委託人於投資前，除須就其風險預告書詳加研讀並簽署外，尚應審慎詳讀基金公開說明書，對其他可能之影響因素亦有所警覺，並確實作好財務規劃與風險評估，以免因貿然投資而遭到難以承受之損失。There is characteristic of financial leverage with low margin for futures transaction engaged by futures fund, so where there may possibly be great profit and with possibly great losses at the same time. Under requirement of laws, prior to investment, Settlor shall read risk advance notice carefully and sign on it. Settlor shall also read prospectus of fund, and alert on other possible affecting factors, and make appropriate financial plan and evaluation of risks, in order to avoid unacceptable losses from hastily investment.
7. 非投資等級債券基金（本類基金配息來源可能涉及本金），不適合無法承擔相關風險之投資人，且不宜佔投資組合過高之比重。由於非投資等級債券之信用評等未達投資等級或未經信用評等，且對利率變動的敏感度甚高，可能會因利率上升、市場流動性下降，或債券發行機構違約不支付本金、利息或破產而蒙受虧損，不適合無法承擔相關風險之委託人；又如係本國投信機構募集者，則可能投資於符合美國 Rule 144A 規定具有私募性質之債券，雖其投資總金額不得超過基金淨資產價值之 30%，然該債券具有債券發行人違約之信用風險、利率風險、流動性風險、交易對手風險及因財務訊息揭露不完整或因價格不透明導致波動性較大之風險。Non-investment grade bond funds (dividends may be paid from the principal) are not suitable for Settlers who are unable to take the relevant risks, and is not suitable to be overwhelming portion in composition of investment. As non-investment grade bonds either fall below investment grade in terms of their credit rating or have no credit rating at all and are extremely sensitive to changes in interest rates, they may suffer from losses due to rising rates, reduced market liquidity or the issuer's default on principal or interest payment or bankruptcy and are not suitable for Settlers who are unable to take the relevant risks. In the event of offering by a domestic investment trust institution, it may invest in bonds for private placement that conform to Rule 144 A of the US. Although the total investment amount may not exceed 30% of the net asset value of the fund, there are various risks of the bonds, such as credit risk of the issuer, interest risk, liquidity risk, risk concerning trading counterparts, and fluctuation risk due to incomplete financial disclosure or lack of price transparency.
8. 投資於中國之基金應依中華民國相關法令之規定：境外基金投資大陸地區證券市場之有價證券以掛牌上市有價證券為限，且投資前述有價證券總金額不得超過該境外基金淨資產價值之 10%，故並非完全投資於大陸地區有價證券；投信基金投資大陸地區之有價證券雖可包括其證券集中交易市場交易之股票、存託憑證或符合一定信用評等之債券且法令並無規範投資總金額之上限，惟仍應符合信託契約、公開說明書、證券投資信託基金管理辦法等相關規定及受到基金公司 QFII 額度之限制，故亦非一定完全投資於大陸地區有價證券。又投資人亦須留意中國市場政府政策、法令、會計稅務制度、經濟與市場等變動所可能產生之投資風險。Investment in Chinese funds are governed by ROC laws and regulations: Offshore funds' investment that are invested in securities in the Mainland China securities market is limited to securities of listed companies, and the percentages of the total investment that are invested in the aforesaid securities may not exceed 10% of net asset value of such offshore funds, thus the investment are not necessarily fully invested in securities of China area. Although investment trust funds' investment that is invested in securities of Mainland China may include stocks in securities trading market, depository receipt, or bond in compliance with required credit rating and no requirement of limit on total investment amount, such investments shall still conform to the trust deeds, prospectuses, Regulations Governing Securities Investment Trust Funds and

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other applicable requirements and are subject to QFII limits of the fund companies, thus the investments are not necessarily fully invested in securities of China area. Investors must also pay attention to possible investment risks that may result from changes in government policies, laws and regulations, the accounting and tax regime, economy and market, etc. in China.

- (五) 本風險承擔及預告事項僅列舉大端，對於所有投資標的之風險及影響市場行情之因素無法一一詳述，委託人投資前除須對本風險承擔及預告事項詳加研讀外，尚須審慎詳讀投資標的相關資料、風險預告及其規定，對其他可能之影響因素亦有所警覺，並確實做好財務規劃與風險評估，以免因貿然投資而遭到難以承受之損失。This assumption and advance notice of risk offers a mere outline of the risks involved without elaborating on each of the risks in fund investments and factors that may affect the market. Settlor must read carefully this assumption and advance notice of risk as well as related information of investment objects, risk advance notice and its regulations. Settlor shall also alert on other possible affecting factors, and make appropriate financial plan and assessment of risks, in order to avoid unacceptable losses from hastily investment.

十四、受託人之責任 Responsibilities of Trustee

- (一) 受託人應依委託人之運用指示，符合信託法、信託業法、本契約、投資標的相關法令之規定及國際金融慣例，以善良管理人之注意義務，妥善處理本信託事務。Trustee shall process trust matters with due care as a good administrator in accordance with utilization instruction from Settlor and in compliance with Trust Act, Trust Enterprises Act, this Contract, regulations applicable to investment object, and international banking practice.

- (二) 受託人應就委託人信託資金及其投資所得之資產，分別設帳管理。受託人應將信託資金運用情形，定期編製報表或對帳單送交或寄送委託人；受託人對於委託人往來及其交易資料，除法律或主管機關之規定外，應盡保密義務與忠實義務。Trustee shall create separate books for the trust funds and assets received from its management and utilization of funds. Trustee shall prepare regular investment statements or related reports on the management and utilization of trust funds and deliver them to Settlor. Trustee shall comply with confidential obligation and assume fiduciary duties for Settlor's transaction information unless otherwise required by regulations or requirement of competent authorities.

- (三) 除受託人有故意或重大過失外，委託人不得以該有價證券之發行機構、管理機構、交割機構、保管機構或其他第三人之任何作為或不作為，要求受託人負任何連帶責任或請求損害賠償。Settlor shall not claim against Trustee for compensation or jointly and separately liability based on any action or inaction of securities' issuers, management institution, settlement institution, custody institution or any other third parties, unless with Trustee's intentional acts or gross negligence.

- (四) 委託人不得因投資標的之市場休市或遇上述各投資標的有關機構所在地放假日，致委託人指示之投資、出售、贖回、轉換等交易不能立即執行，而對受託人主張任何權利或要求損害賠償。Settlor shall not claim against Trustee for compensation or for any rights based on failure for execution of instruction for investment, selling, redemption, or conversion etc. due to investment object's market closed or holiday in location of related institution as to investment object.

- (五) 對於天災人禍、戰爭事變、武裝衝突、恐怖活動、暴動、罷工或其他不可歸責於受託人或非受託人所能控制之不可抗力事由所致信託財產之損失、滅失或凍結等，受託人不負任何責任。Trustee is not responsible for the loss, extinguishment, or freezing, etc. of trust property caused by an act of God, change of circumstances, war, forced conflicts, terrorist activities, riot, strikes, or other events that are not attributable to Trustee or beyond its control.

- (六) 信託財產或信託受益權如遭法院或其他機關強制執行（包括保全或終局執行），受託人得逕將信託財產或信託受益權為部分或全部之扣押或法院、其他機關之命令將信託受益權予以換價，並配合法院或其他機關之執行命令解送或移轉給法院，其他機關或債權人，或由債權人收取，委託人、受益人均不得異議。Where the trust property or beneficiary rights are enforced (including preliminary injunction or conclusively enforced) by court or other authority, Trustee is entitled to directly attach such property or rights in whole or in part or sell such rights for consideration according to an order of court or other authority, and deliver or transfer the same to court, other authority or the creditor, or have the same received by the creditor, according to the enforcement order of court or other authority, to which Settlor or Beneficiary may not raise any objection.

十五、通知、報告之處理與送達 Processing and Service of Notifications and Reports

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- (一) 受託人於接獲投資標的之國內外發行機構(包括但不限於經紀商、承銷商、基金公司)之交易確認通知據以辦理分配作業後，製發投資對帳單及其投資所得之相關交易確認文書或電子郵件通知委託人，受託人不再製發信託憑證。Upon Trustee's receipt of notice of transaction confirmation from domestic or foreign issuer of investment objects (including but not limited to broker, underwriter, fund company) and processing distribution, Trustee will produce and dispatch investment statement and related documents for confirmation of transaction as to investment income or e-mail to notify Settlor. Trustee will not produce trust certificate.
- (二) 投資對帳單或相關報表上所載之信託權益內容與受託人之信託財產帳載資料或相關紀錄有所不符時，應以受託人之信託帳載或紀錄為準。倘受託人所接獲投資標的之國內外發行機構交易確認通知有誤，或受託人之作業疏失時，委託人同意受託人逕自更正後通知委託人。In the event of discrepancy between the rights and interest in the trust property described in the investment statement or related report and those entered on the books of Trustee, said books of Trustee shall prevail. If there is mistake in notice of transaction confirmation from domestic or foreign issuers, or there is operational negligence by Trustee, Settlor agrees that Trustee may directly correct such mistake and notify Settlor.
- (三) 委託人同意與本約定書有關之文書送達及通知，除與受託人另有約定外，依下列方式為之：Settlor agrees that any service of document and notice in connection with this Contract shall be processed as follows, unless otherwise agreed with Trustee:
1. 以本約定書所載或委託人最後通知受託人之通訊地址為相關文書之送達處所。倘委託人之通訊地址變更，應即以書面、電話或其他經雙方同意之方式通知受託人，並同意依變更後之通訊地址為送達處所。The place for service of the related documents shall be the mailing address listed in this Contract or last updated and notified by Settlor to Trustee. In the event of any change to Settlor's mailing address, Settlor shall notify Trustee in writing, by phone or through other methods as agreed between the parties, and Settlor agrees to designate the updated mailing address as the place for service.
 2. 委託人與受託人約定以電子郵件信箱或簡訊方式為通知者，應提供正確之電子郵件信箱或手機號碼予受託人，以供受託人送達各項通知、投資對帳單或其他文件至該指定電子郵件信箱或手機號碼。委託人留存之電子郵件信箱或手機號碼變更時，應即以書面、電話或其他經雙方同意之方式通知受託人，並同意依變更後之電子郵件信箱或手機號碼為送達處所。Where Settlor had arranged with Trustee to serve notice through email address or text messages, Settlor shall provide correct email address or cell phone number to Trustee in order for Trustee to serve notices, investment statements or other documents to such designated email address or cell phone number. In the event of any change to Settlor's registered email address or cell phone number, Settlor shall promptly notify Trustee in writing, by phone or through other methods as agreed between the parties, and Settlor agrees to designate the updated email address or cell phone number as the place for service.
 3. 委託人同意留存之通訊地址係非受託人及分支機構之營業處所或受託人行員之住/居所；電子郵件信箱非受託人及分支機構或受託人行員之電子郵件信箱。Settlor agrees that the registered mailing address was not at the business place of Trustee and its branches nor the residence of Trustee's personnel; and the registered email address shall not be the same email address as Trustee's and its branches' nor email address of Trustee's personnel.
 4. 如因委託人未及時通知受託人上開留存資料之變更，以致未收到受託人寄送之各項通知、投資對帳單或其他文件時，受託人無須承擔任何損害或不利益。If Settlor did not receive the notice, investment statement or other documents due to Settlor's failure to promptly notify Trustee as to change of the aforesaid registered information, Trustee will not assume any damages or disadvantages.
 5. 受託人將有關文書以本約定書所載或委託人最後通知受託人之通訊地址發出後，經通常之郵遞期間即視為合法送達。Where Trustee dispatches the related documents to the mailing address as listed in this Contract or last updated and notified by Settlor, it shall be regarded as legally served after passage of the regular delivery time by post.
 6. 委託人與受託人約定以電子郵件信箱或簡訊方式為通知者，於通知發出後，且於受託人之發送系統未有發送失敗紀錄，即視為合法送達。Where Settlor arranged with Trustee to serve notice through email address or text message, it shall be regarded as legally served after sending such notice and without records of delivery failure in Trustee's system.
- (四) 就委託人重大權益義務變更之通知(如投資標的之清算、合併、發行機構發生解散或停業致不能繼

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續營業等)，受託人於收到相關訊息後將以書面、電子郵件、其他委託人與受託人間約定之方式通知委託人，或於受託人網站公告相關訊息(<https://tcbbank.moneydj.com/>)。Trustee may actively notify significant impact on the Settlor's rights(including the liquidation or merger of investment objects, issuing institutions have dissolution or operating difficulty of issuing institutions),via written documents, e-mail, other methods agreed upon between, published the contents of notifications received on Trustee's website(<https://tcbbank.moneydj.com/>).

(五) 受託人依委託人留存之通訊地址或電子郵件信箱寄送投資對帳單而遭退件時，依下列原則辦理：

In the event of rejection of investment statement sent by Trustee to Settlor's registered mailing address or email address, it shall be processed in accordance with the following principles :

1. 若因電子郵件信箱錯誤、變更後未通知受託人或有其他非可歸責受託人之事由，致連續二期無法成功寄送電子對帳單至委託人之電子郵件信箱時，委託人瞭解並同意受託人停止寄送電子對帳單，並自次期起改為寄送紙本對帳單。If due to wrong email address, change of address without notifying Trustee or other causes not contributable to Trustee, it has been failed for delivering electronic statements to settlor's email address for two consecutive terms, Settlor understood and agrees that Trustee may cease to sending electronic statement and may change to serve statement by post starting from next statement.
2. 若寄送紙本對帳單而遭退件次數達受託人規定時，委託人瞭解並同意受託人基於確保委託人權益得停止寄送紙本對帳單，委託人同意至受託人網路/行動銀行查詢或下載投資對帳單，且受託人得依前款約定方式通知委託人後，對委託人實施交易控管措施，詳細控管措施公告於受託人網站 <https://www.tcbbank.com.tw>。Where the frequency of rejections of mailed statements achieving the standard as regulated by Trustee, Settlor understood and agrees that Trustee may cease to sending statement by post in order to protect Settlor's interests. Settlor agrees to search or download investment statement through Trustee's internet/mobile banking system. Also, upon notice to Settlor through the aforesaid methods, Trustee is entitled to conduct trade controlling measures for Settlor. The details for controlling measures will be published on Trustee's website <https://www.tcbbank.com.tw>.
3. 委託人要求受託人補發對帳單、恢復寄送對帳單時，委託人須向受託人申請變更為正確之通訊地址或電子郵件信箱，受託人得依雙方約定之方式補發對帳單予委託人，投資對帳單將自次期起恢復正常寄送。Where Settlor requests Trustee for resending statement or resuming delivery of statement, Settlor shall apply with Trustee for change of registered mailing address or email address as the correct one. Trustee may resend statement to Settlor through the methods as arranged between the parties and the investment statement will be resumed for regular delivery starting from next statement.

十六、個人資料之蒐集、處理及利用，因涉及委託人及受益人之隱私權益，受託人依個人資料保護法向委託人/受益人履行個人資料保護法之告知義務（詳如附件）。

For collection, processing and use of personal data, considering confidentiality of Settlor and Beneficiary, based on Personal Data Protection Law, Trustee hereby performs informing obligation for Settlor/Beneficiary under Personal Data Protection Law (as specified in Attachment).

十七、美國海外帳戶稅收遵循法條款 US Foreign Accounts Taxes Compliance Act

委託人茲受告知並同意配合受託人遵循國外稅務法令（包含但不限於美國海外帳戶稅收遵循法）條款或國際協議的必要措施，包含調查委託人及委託人之受益人之國籍與稅籍稅務資料，將稅籍資料及帳戶資訊揭露予美國聯邦政府及其所屬機構，並於調查結果顯示委託人與受託人間的關係符合國外稅務法令、條約或國際協議的特定條件（包含但不限於委託人及委託人之受益人未能協助提供前揭調查所需的資料或委託人及委託人之受益人不同意受託人向美國聯邦政府為前揭揭露等情形）時，受託人得為委託人辦理稅務扣繳之結算或終止本約定書。Settlor hereby is informed and agrees to cooperate with Trustee for compliance with foreign tax regulations (including but not limited to US Foreign Accounts Taxes Compliance Act), regulations or necessary measures for international agreement, including investigation on nationality and tax residential information of Settlor and Settlor's Beneficiary, disclosing tax residential information and account information to US Federal government and its associated organizations, and where investigation result indicates relationship between Settlor and Trustee being meeting specific conditions in foreign tax laws, treaties, or international agreements (including but not limited to Settlor and Settlor's Beneficiary failing to assist to provide required information for the aforesaid investigation or Settlor and Settlor's Beneficiary not agreeing Trustee to

make the aforesaid disclosure to US Federal government), Trustee may process settlement of tax holding and deduction procedure or terminate this Contract.

- 十八、依「金融機構執行共同申報及盡職審查作業辦法」(下稱本辦法)規定,受託人應蒐集及申報有關帳戶持有人(即委託人)稅務居住者身分之特定資訊。本辦法係依「稅捐稽徵法」第 5 條之 1 第 6 項訂定,其內容參考經濟合作暨發展組織發布之「共同申報及盡職審查準則」。受託人依法須取得委託人之自我證明文件,以辨識委託人為稅務居住者之國家/地區。受託人依法得將委託人所提供之身分證明資料及該帳戶其他資訊提供中華民國稅捐稽徵機關,經由政府間協定進行稅務目的金融帳戶資訊交換,提供予他方國家/地區稅捐稽徵機關。委託人所提供之身分證明資料將持續有效,倘狀態變動(例如委託人之稅務居住者身分變動)致所填資訊不正確或不完整,委託人應通知受託人,並更新相關資料。委託人不配合受託人依主管機關規定進行資料更新時,受託人得暫時停止交易,或暫時停止或終止業務關係。According to “Regulation Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions” (hereinafter called “this Regulation”), Trustee shall collect and report the specific information regarding account holder’s (ie Settlor) tax residential identity. This Regulation is promulgated under the 6th paragraph of Article 5-1 of Tax Collection Act, with content referring to “Common Reporting Standard” as published by Organization for Economic Co-operation and Development. Trustee shall obtain self-certification document from Settlor, in order to identify Settlor’s tax residential country/region. According to related laws, Trustee may provide Settlor’s identification information and account information to ROC tax authorities, and through inter-governmental agreements to proceed with exchange of global financial information, and provide to tax authorities of other countries/regions. The ID certificate information provided by Settlor shall be valid at all time, and if there is any change (such as change to Settlor’s tax residential identity) which resulting for inaccuracy or incompleteness of information previously filled, Settlor shall immediately notify Trustee and update related information. Where Settlor fails to cooperate with Trustee to process update of information according to regulations of competent authority, Trustee may suspend transaction, or temporarily suspend or terminate business relationship with Settlor.

- 十九、信託費用及報酬之計算 Calculation of Trust Fees and Compensation :

委託人瞭解並同意受託人辦理本契約項下信託業務(特定金錢信託)之相關交易時,可能得自交易對手之任何報酬、費用或折讓等各項利益,均係作為受託人收取之信託報酬。受託人應確實遵守相關規範,若依法須揭露或告知前開費用之相關費率及其分成者,受託人將揭露於交易申請書、產品說明書或受託人網站,並妥為告知委託人,委託人須配合並確認已閱讀及瞭解通路報酬揭露之相關內容。此外,境外基金基於不同收費方式與項目,得發行同種類之基金股份,就基金申購所取得之手續費時點而言,前收型基金(A股)通常於申購時收取,後收型基金(如B、C、Y、T、F、U、N、E股等)則通常遞延至贖回時收取。**Settlor understands and agrees that where Trustee processes related transaction for trust business under this contract (non-discretionary money trust), any interest of compensation, expenses, or discount, etc. possibly received from trading counterparties, is considered trust compensation received by a Trustee. Trustee shall comply with any applicable regulations. If Trustee is required to disclose or inform the applicable fee rates and the percentage under applicable regulations, Trustee shall disclose in transaction application, prospectuses, or website of Trustee, and inform Settlor. Settlor shall cooperate and confirm as to having read and understood the related content as to disclosure of channel service compensation. Additionally, based on different charging manners and items, offshore funds may issue several shares under the same kind of funds. The subscription fee of front-end funds (A Share) is normally charged upon subscription, and charging of the subscription fee of back-end funds (such as B, C, Y, T, F, U, N, E Shares) is normally deferred until redemption.**

- (一) 投資於境外基金及國內共同基金時,受託人收取之信託報酬如下 The trust compensation charged by Trustee for investment in offshore fund and domestic mutual fund is as follows :

1. A 股境外基金及國內基金申購手續費 Subscription fees for A Share offshore fund and domestic fund :

- (1). 報酬標準:費率不超過 3%。Fee schedule: Fee rate not more than 3%.
- (2). 計算方法:以信託本金乘上費率計算之。Calculation: The principal of trust multiplied by applicable fee rate.
- (3). 支付時間及方法:於申購時一次給付,由委託人給付予受託人。定期(不)定額依本信託契約之約定由受託人按月與信託本金一併扣帳。Payment schedule and terms: Payable one time

in a lump sum subscription, by Settlor to Trustee. Subscription fee for dollar-cost averaging/value averaging investment will be monthly deducted together with principal by Trustee under arrangement in this trust contract.

2. **手續費後收型基金遞延申購手續費 Back-end charging funds deferred subscription fees :**

(1). **報酬標準：費率 1~4%。** Fee schedule: fee rate 1% - 4%.

(2). **計算方法：依贖回時市價與信託本金孰低者乘以適用費率計算之，惟先機系列(如 B、C、C2 股)基金係依信託本金乘以適用費率計算之；摩根 F 股基金係按基金買回時市價乘以遞延銷售手續費率計算之。** Calculation: the lower of market value at timing of redemption and principal, multiplied by applicable fee rate, provided that for Merian funds series (such as B, C, C2 shares), calculation is based on principal multiplied by applicable fee rate, and for J.P. Morgan F share funds, calculation is based on market value at timing of repurchasing, multiplied by deferred subscription fee rate.

(3). **支付時間及方法：於基金贖回時由基金公司自贖回總額中扣收。** Payment schedule and terms: deducted by fund company from payment of redemption at timing of redemption.

3. **轉換手續費 Conversion Fees :**

(1). **報酬標準 Fee schedule :**

a. **DBU: 後收型 C、C2、T 股及前收型境外基金費用等值新臺幣 500 元(或等值外幣)，B、Y、U、F、N、E、HN 股免收；國內基金費用新臺幣 250 元；國內基金(外幣級別): 等值新臺幣 250 元(或等值外幣)，受託人並得補收轉換差額手續費。** DBU: For back-end charging funds C, C2, T shares and front-end charging offshore funds, the equivalent fee is charged as NTD 500 (or equivalent foreign currencies). For B, Y, U, F, N, E, HN shares, there is no charge. For domestic funds, the fee is charged as NTD 250; for domestic funds (in foreign currencies): the equivalent fee is charged as NTD 250 (or equivalent foreign currencies). The difference in trust fees may be charged by Trustee for conversion of funds.

b. **OBU: 後收型 C、C2、T 股及前收型境外基金費用美金 20 元(或等值外幣)，B、Y、U、F、N、E 股免收，後收型 T 股國內基金(外幣級別)費用美金 20 元(或等值外幣)，前收型國內基金(外幣級別)費用美金 10 元(或等值外幣)，B、N、HN 股免收；受託人並得補收轉換差額手續費。** OBU: For back-end charging funds C, C2, T shares and front-end charging offshore funds, the fee is charged as USD 20 (or equivalent foreign currencies). For B, Y, U, F, N, E shares, there is no charge. For back-end charging funds T shares domestic funds (in foreign currencies), the fee is charged as USD 20 (or equivalent foreign currencies). For front-end charging domestic funds (in foreign currencies), the fee is charged as USD 10 (or equivalent foreign currencies), and for B, N, HN shares, there is no charge. The difference in trust fees may be charged by Trustee for conversion of funds.

(2). **計算方法：於每次投資標的轉換時逐筆收取(部分轉換時，採逐次轉換計收)。** Calculation: charged for each conversion of investment objects(partial conversion as same).

(3). **支付時間及方法：轉換手續費由委託人給付予受託人，於辦理轉換時一次給付；轉換差額手續費，由委託人一次給付受託人及交易對象，該費率依各交易對象之相關規定辦理。** Payment schedule and terms: Conversion fees are payable in a lump sum upon processing conversion, by Settlor to Trustee. The difference in trust fees are payable in a lump sum by Settlor to Trustee and trading counterparties, and the applicable fee rate is subject to regulations of the relevant trading counterparties.

(4). **委託人另應負擔各基金公司規定之內扣或外收轉換費用。** The internally debited or externally charged conversion fee prescribed by the relevant fund company shall also be borne by Settlor.

4. **信託管理費 Trust Management Fees :**

(1). **報酬標準 Fee schedule**

a. **DBU: 境外基金: 以年費率 0.15% 計收，最低收取費用等值新臺幣 200 元(或等值外幣)；另外國內基金(臺幣級別): 單筆每次收取新臺幣 100 元，定期(不)定額每次收取新臺幣 50 元；國內基金(外幣級別): 以年費率 0.15% 計收，最低收取等值新臺幣 100 元(或等值外幣)、定期(不)定額以年費率 0.15% 計收，最低收取等值新臺幣 50 元**

(或等值外幣)。DBU: For offshore funds: charge as 0.15% annually, and at least charge for minimum fee to be equivalent value of NTD 200 (or equivalent foreign currencies). For domestic funds (in NTD): each charge NTD 100 per transaction, and each charge NTD 50 as to dollar-cost averaging/value averaging investments. For domestic funds (in foreign currencies): charge as 0.15% annually, and at least charge for minimum fee to be equivalent value of NTD 100 (or equivalent currencies). For dollar-cost averaging/value averaging investments, charge as 0.15% annually, and at least charge for minimum fee to be equivalent value of NTD 50 (or equivalent currencies).

b. OBU: 境外基金:以年費率0.15%計收,最低費用等值美金10元(或等值外幣);國內基金(外幣級別):以年費率0.15%計收,最低收取等值美金10元(或等值外幣)。OBU: For offshore funds: charge as 0.15% annually, and at least charge for minimum fee to be equivalent value of USD 10 (or equivalent currencies). For domestic funds (in foreign currencies): charge as 0.15% annually, and at least charge for minimum fee to be equivalent value of USD 10 (or equivalent currencies).

- (2). 計算方法: 境外基金以信託本金乘上費率乘上持有期間計算之; 國內基金則依上述報酬標準收取。Calculation: For offshore funds, calculation is based on trust principal multiplied by applicable fee rate. For domestic funds, calculation is based on the aforesaid fee schedule.
- (3). 支付時間及方法: 由委託人給付予受託人, 於返還信託本益中扣收。Payment schedule and terms: Payable by Settlor to Trustee by deduction from the trust principal and proceeds to be returned.

5. 其他費用 Other Fees:

委託人瞭解通路報酬揭露應以投資當時及其後受託人公開網頁更新版本之「銷售國內與境外基金收取通路報酬一覽表」及/或「境外基金手續費後收級別費用結構聲明書」為準。投資其他收費方式之境外基金時, 受託人收取之信託報酬另依委託人與受託人之特別約定為之。Settlor understands that the disclosure of channel service fees shall be based on Trustee's updated version of "List of Channel Service Fees Charged for Sales of Domestic and Offshore Funds" and "Statement of Offshore Funds Back-End Charge Fee Structure" published on website of the Trustee at timing of investment and thereafter. For investment in offshore funds under other fee schedules, the trust fees charged by Trustee shall be based on specific arrangement between Settlor and Trustee.

- (二) 投資其他收費方式之境外基金時, 受託人收取之信託報酬另依委託人與受託人之特別約定為之。For investment in offshore funds under other fee schedules, the trust fees charged by Trustee shall be based on specific arrangement between Settlor and Trustee.
- (三) 投資買賣境外結構型商品或其他金融商品時, 受託人收取之信託報酬另依委託人與受託人之產品條件內容說明書與產品約定事項之約定為之。For investment in offshore structured notes or other financial instruments, the trust fees charged by Trustee shall be based on terms and condition in prospectus for such products and arrangement between Settlor and Trustee.
- (四) 因處理本信託事務或受託人為維護委託人之權益, 因而與第三人發生涉訟, 提交仲裁或其他交涉產生之費用(包括但不限於律師費用、訴訟費用及其他一切費用等), 均由委託人負擔, 並於實際發生時, 自委託人指定之存款帳戶中扣取。All costs arising out of litigation, arbitration or other negotiation with the third parties claimed by Trustee for processing trust affairs or for protecting rights and interest of Settlor (including but not limited to attorneys' fees, litigation expenses and other costs, etc.) shall be borne by Settlor, and will be deducted from Settlor's designated deposit account whenever actually payable.
- (五) 前述各項應由委託人負擔之費用, 於實際發生時, 受託人有權自委託人指定存款帳戶扣收, 倘因故無法自委託人之指定帳戶扣收而由受託人累計墊款者, 受託人有權自委託人之信託資金收益、贖回或出售價金中先行扣收或處分部分信託財產以抵充之。Where the aforesaid expenses which shall be borne by Settlor are actually payable, Trustee is entitled to deduct from Settlor's designated deposit account. If due to any reason, it is not able to be deducted from Settlor's designated account and paid by advance payment of Trustee, Trustee is entitled to deduct from trust proceeds, redemption or sale payment of Settlor or disposing partial trust property for setting off.

- (六) 有關投資標的發行單位之各項行政、投資、管理等費用，通常係直接自投資標的淨資產價值中扣抵或（並）隱含在買賣報價與投資標的淨資產價值之價差中，委託人應先予充分了解。The expenses of relevant administrative, investment, management by issuers of investment objects, usually will be directly deducted from net asset value of investment objects and/or included in differentials of quoted price and net asset value of investment objects. Settlor shall get to understand prior to investment.
- (七) 若因投資標的發行機構或受託人基於成本負擔考量，而調整各項收費標準，無須經委託人事先同意，但應事前公告或通知委託人。The issuers of investment objects or Trustee may adjust the relevant fee schedule under consideration of cost, without Settlor's prior consent, provided that Trustee shall publish or notify Settlor prior to effectiveness.

二十、異動之申請 Application for Change

- (一) 委託人就信託資金之投資數額、投資標的、扣款帳戶、扣款日期、停止（恢復）扣款、委託人之個人登錄資料、留存印鑑或簽名樣式及其他事項如異動等指示，應以受託人規定之方式為之，至遲應於指定投資扣款日之二個金融機構營業日前，向受託人辦妥異動變更手續後始為生效。Any instruction of change to Settlor's invested amount of trust fund, investment objects, debit account, deduction date, ceasing (resuming) deduction, registered personal information of Settlor, specimen of seals and other items, shall be processed under the manner as regulated by Trustee, and shall not be effective until and unless completion of change procedure with Trustee at least two business days prior to designated investment deduction date.
- (二) 委託人之地址如有變更，應即臨櫃以書面或其他約定方式通知受託人，如未通知，而受託人依委託人原留存或最後通知之地址寄送相關文件者，經通常遞送期間即視為已合法送達，委託人絕無異議。Any changes to Settlor's address shall be notified to Trustee by Settlor in writing over the counter or by other agreed manner. If not be notified by Settlor, where Trustee sends relevant document addressed to Settlor's registered address or lastly notified address, it is considered legally delivered after ordinary mailing period, and for which no objection from Settlor is allowed.
- (三) 信託印鑑如有遺失，委託人應即向受託人辦理掛失手續，但在受託人接受書面申請前已完成之各項交易及申請、或被他人冒用，受託人不負任何責任。Settlor shall immediately report to Trustee if the seal for trust matter is lost. Trustee is not responsible for the transactions or application conducted, or used falsely by the third parties, prior to processing of written application with Trustee.

二十一、契約之變更、解除及終止 Amendment, Rescission and Termination of Contract

(一) 本契約除因法令變更或依法院、主管機關之命令變更外，其變更均應以書面或其他約定方式為之。
Any amendment to this Contract shall be in writing or otherwise in the manner agreed between the Parties, except amendments made in response to changes in laws and regulations or according to orders of court or the competent authorities.

(二) 受託人於本契約簽訂且委託人交付信託資金後，如因新法令公佈或法令修正或主管機關命令，致受託人無法依信託目的管理運用信託財產時，任一方均得以書面或其他約定之方式通知他方解除本契約。
After execution of this Contract and Settlor's delivery of trust fund, if Trustee is prevented by promulgation of new laws and regulations, amendment to laws and regulations, or an order of the competent authority from commencing the management and utilization of the trust property according to the stated purpose of trust, either Party may give notice to the other of rescission of this Contract in writing or in other manner agreed between the Parties.

(三) 除當事人另有約定外，本契約因下列事由之一而終止：

Unless otherwise agreed by the Parties, this Contract may terminate under the following circumstances:

1. 信託目的無法達成。if the purposes of the trust cannot be accomplished.
2. 法院或主管機關命令終止。according to an order of court or the competent authority for termination.
3. 各信託契約存續期間，任一方得於合理期限事前以書面通知他方終止契約。either Party may give prior notice of termination in writing to the other Party within reasonable period during validity of this Trust Contract.
4. 任一方當事人喪失行為能力、解散、進行重整、破產或停止營業時，他方得以書面或其他約定方通知終止。if either Party becomes deprived of legal capacity, dissolved, reorganized, is in bankruptcy or ceases to operate, the other Party may give notice of termination in writing or in other manner agreed between the Parties.
5. 委託人、受益人及對委託人行使控制權之人(下稱相關聯人)同意受託人為防制洗錢及打擊資恐之目的，依據「洗錢防制法」、「資恐防制法」等相關法令之規定，進行以下措施，受託人依本目辦理若致委託人及受益人發生損害時，均由委託人及其相關聯人自行承擔，受託人不負損害賠償責任：

Settlor, Beneficiary and controlling person of Settlor (hereinafter called "Related Parties") agree that in order to perform the procedures under AML and CFT and related laws, Trustee is entitled to take the following measures, and if there is any damage suffered by Settlor and Beneficiary resulting from Trustee's performing under this paragraph, Settlor and its Related Parties agree to assume such damages, and Trustee is not liable in any way:

(1) 受託人於發現委託人或相關聯人為受經濟制裁或資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體，受託人得拒絕業務往來或逕行終止本約定書各項約定條款。Where Trustee found that Settlor or its Related Parties are targets under economic sanctions, or sanctioned under the Counter-Terrorism Financing Act or an individual, legal person or entity designated under Counter-Terrorism Financing Act, or a terrorist or terrorist group identified or investigated by a foreign government or an international organization, Trustee is entitled to immediately refuse business transaction or terminate all provisions under this Contract.

(2) 受託人於定期或不定期（包括但不限於懷疑委託人或受益人涉及疑似洗錢或資恐活動、或媒體負面報導之特殊案件、或對過去所取得委託人或其相關聯人之身分資料真實性或妥適性有所懷疑時）審查委託人及其相關聯人身分作業，得要求委託人提供審查所需之必要資訊（含委託人及其相關聯人等身分資訊及公司資料）、或對交易之性質與目的或資金來源進行說明，委託人如拒絕或不配合履行時，受託人得暫時停止本約定書所載之各項交易與業務關係、或終止本約定書下各項約定條款。Where Trustee regularly or irregularly (including but not limited to where being suspicious as to money laundry or terrorism financing activities involved by Settlor or Beneficiary, or special case negatively reported by medium, or suspicious as to accuracy and appropriateness of the identity information obtained from Settlor or its Related Parties) proceeds review of identity of Settlor and its Related Parties, Trustee may request Settlor providing necessary

information as required for such review (including identity information or company information of Settlor and its Related Parties), or providing clarification as to nature and purpose of transaction or source of fund. If Settlor refuses to cooperate with Trustee, Trustee is entitled to suspend transaction and business relationship under this Contract or terminate all provisions under this Contract.

- (3) 受託人如發現委託人、享有信託利益或可有效控制該信託帳戶或財產之人為指定制裁之個人、法人或團體，受託人將禁止委託人對其金融帳戶、通貨或其他支付工具，為提款、匯款、轉帳、付款、交付或轉讓；或對其所有財物或財產上利益，為移轉、變更、處分、利用或其它足以變動其數量、品質、價值及所在地之行為，受託人亦將停止為委託人收集或提供財物或財產上利益。If Trustee found that Settlor or the person enjoying trust benefit or effectively controlling such trust account or property is an individual, legal entity or organization under sanction, Trustee is entitled to suspend Settlor's use of bank account, currencies or other payment instruments for withdrawal, remittance, transfer, payment, delivery or transfer, or as to Settlor's property or interest on property, to suspend Settlor's transfer, change, disposition, use, or other acts capable to change its quantity, quality, value or location on such property or interest on property. Trustee is also entitled to suspend collecting or providing interest of properties for Settlor.

二十二、短線交易之規定 Regulation Governing Short-Swing Trading

委託人已確實瞭解交易對象有關短線交易（或其他類似名稱）相關規定，並瞭解委託人若涉及短線交易者，交易對象得限制、拒絕或取消申購或轉換交易之權利（包括受託人已接受申購或轉換之交易）；惟如委託人經基金公司認定短線投資者而須收取較高之申購手續費或短線交易費用時，其費率依基金公司規範為準。Settlor had fully understood as to related regulations governing short-swing trading (or other similar names) required by trading counterparties, and understood that if Settlor involves short-swing trading, trading counterparties may limit, refuse or cancel rights for subscription or conversion of transaction (including transactions for subscription or conversion already accepted by Trustee), provided that if fund company determines Settlor as conducting short-swing trading and Settlor is subject to higher subscription fee or short-swing trading fees, the fee rate shall be in accordance with regulation of fund company.

二十三、稅賦 Taxes

委託人/受益人辦理各該信託業務之稅務處理，悉依中華民國稅法及相關法令規定辦理，但相關法令如有修正，依修正後之規定辦理。Settlor/Beneficiary will handle tax affairs concerning trust business in accordance with the tax laws and applicable laws and regulations of ROC, provided that where the applicable laws and regulations are amended, the amended regulations shall be complied with.

二十四、委託人身分限制 Identity Restriction of Settlor

依部分基金公司規定，投資人不得具有美國公民或居民身分，或其他身分限制；委託人茲聲明其已明瞭前開投資限制，就其投資標的以符合各該公開說明書或法令有關投資人身分相關之要求或限制，如有不實應自負其責，並賠償受託人因此所受損害。According to the prospectuses of certain offshore funds, Settlor shall not be a US citizen or US resident, or other restrictions on his identity may apply. Settlor hereby represents that it understands the above investment restrictions and complies with the requirement or restrictions of the prospectuses or laws and regulations on the identity in respect of the investment object, and will be solely liable and indemnify Trustee against damages suffered in the event of misrepresentation.

二十五、行外收單及電話照會應遵循事項 Compliance Matters for Acquiring Outside of Bank and Confirmation by Phone

- (一) 委託人同意因辦理本約定書之事宜向受託人申請行外收單服務，悉依下列規範辦理：Settlor agrees that for application of service of acquiring outside of Bank under this Contract, it shall be processed pursuant to the following regulations:

1. 相關文件及表單經受託人審查無誤後於受理當日辦理。如相關文件及表單於交易時間後始送達或有其他不可抗力因素時，委託人同意相關文件及表單得由受託人作廢並取消辦理，但經電話錄音照會委託人同意後，得於次一營業日辦理。The related documents and forms will be processed on the same day as acquired after review by Trustee. If the related documents and forms delivered on Bank after regular trading hours or there being other force majeure causes, Settlor agrees that such related documents and forms may be voided and cancelled for processing by Trustee, unless otherwise

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confirmed and agreed by Settlor to be processed on the next business day through phone recording.

2. 因相關文件及表單未齊備而未符合受託人規範或法令規定，經受託人通知後仍無法於表單所示有效時間內齊備者，委託人同意相關文件及表單得由受託人作廢並取消辦理。Where the related documents and forms were not fulfilled in compliance with Trustee's regulation or applicable laws, and Settlor fails to fulfill within the required time as shown on the forms after notice by Trustee, Settlor agrees that such documents and forms may be voided and cancelled for processing by Trustee.
 3. 如於受理當日交易時間截止前未能與委託人取得聯繫以完成電話錄音照會，委託人同意受託人得將該次交易相關文件及表單予以作廢。If Trustee is not able to get in contact with Settlor to accomplish confirmation through phone recording prior to closing of regular trading hours on the acquiring day, Settlor agrees that such related trading documents and forms may be voided by Trustee.
- (二) 委託人同意受託人為保障委託人權益，得以電話向委託人確認是否瞭解交易相關內容，並同意配合電話過程將全程錄音。如有相關疑慮，受託人得為必要之處理或於法令規定之範圍內拒絕受理相關交易。Settlor agrees that in order to protect Settlor's interests, Trustee may confirm by phone with Settlor as to acknowledgement on details of the trading, and obtaining consent of phone recording on full conversation. If there is any concern, Trustee is entitled to conduct necessary processing or reject the relevant trading to the extent permitted by laws.

二十六、其他 Others

- (一) 本契約條款受託人得修改或增刪，並將修訂內容以書面通知（付郵時，以郵寄至委託人對帳單寄送地址，經通常之郵遞期間後，視為已送達委託人）、電子郵件或其他委託人與受託人間約定之方式送達或公告（包含但不限於受託人營業處所、受託人網站），委託人如未於送達或公告後十五日內表示異議者，視為同意本契約書之變更。委託人如有異議，同意贖回所有投資標的後終止本契約書。

Trustee may amend the terms of this Contract, and may notify the amendment in writing (if by post, mailing to the address of Settlor for mailing statement and deemed as legally delivered to Settlor after ordinary mailing period), by e-mail or delivery by other method as engaged by Settlor and Trustee or publish (including but not limited on business place of Trustee or through Trustee's website). If there is no objection from Settlor within 15 days upon such delivery or publishing, it is deemed as Settlor's agreement to the amendment. If there is objection from Settlor, Settlor agrees to terminate this Contract after redemption of all investment objects.

- (二) 若遇受託人電腦故障或其他不可抗力事宜，或其他不可歸責於受託人之事由，致無法順利作業時，委託人同意順延至障礙排除後再進行作業。倘因相關機構（交易所、證券商等）電腦故障或連線中斷時，受託人得暫停受理委託人之指示。If the affairs can not be processed due to malfunction of Trustee's computer or other force majeure events, or other events not attributable to Trustee, Settlor agrees the relevant processing to be postponed after exclusion of such obstacles and to be processed after then. Where due to malfunction of computer or interruption of wire connection incurred by the related organizations (exchange office, securities firms, etc.), Trustee is entitled to suspend processing instruction from Settlor.
- (三) 委託人同意並遵守受託人所訂定之防制洗錢注意事項及國內外基金機構有關防制洗錢之相關規範。Settlor agrees to comply with Trustee's regulations as to anti-money laundering rules and related anti-money laundering regulations required by domestic and foreign fund institution.
- (四) 其他相關申請書表、信託資金運用指示書、產品說明書、風險預告書及各信託契約之其他約定條款，皆視為本契約之一部分。雙方得以書面或其他約定方式隨時增訂或修改之。Other relevant application forms, trust fund utilization instruction, prospectus, risk advance notice, and other terms under relevant trust contracts, shall be part of this Contract. The Parties may amend this Contract in writing or by other agreed manner at any time.
- (五) 委託人同意於辦理基金交易時，有關公開說明書、投資人須知等相關文件自行至相關網站下載（國內基金為公開資訊觀測站(<http://mops.twse.com.tw/>)或基金公司網站；境外基金為境外基金資訊觀測站(<http://announce.fundclear.com.tw/>)或總代理人網站)。嗣後上開網站如有變更，受託人將公告於受託人網站(<https://tcbbank.moneydj.com/>)。Settlor agrees that when conducting the fund transaction, the relevant documents such as the prospectuses and investor brochure are available to download from the relevant websites (the Market Observation Post System (<http://mops.twse.com.tw/>) for the domestic funds, or the website of the fund company; the overseas fund information observation website (<http://announce.fundclear.com.tw/>) for offshore funds, or the website of the sole agent). If there is any change to the aforementioned websites, Trustee will make the announcement on its

website(<https://tcbbank.moneydj.com/>).

- (六) 因不可抗力或非可歸責於受託人之事由(包括但不限於電腦故障、連線中斷或第三人之行為或疏漏等)導致之交易或其他指示事項錯誤、遲延或無法完成者，委託人同意由受託人全權處理，委託人不得對受託人主張任何權利或要求損害賠償或負連帶責任。若因發行公司、交易所或相關機構(如國內外保管機構、證券商、簽證機構、會計師、律師等)一切作為或不作為(包括但不限於電腦故障或連線中斷)所致損失，受託人不負任何責任。Where due to force majeure events or other events not attributable to Trustee (including but not limited to computer failure, broken connection or acts or negligence of the third parties, etc.), resulting for errors, delay, or non-accomplishment of transaction or other instructed affairs, Settlor agrees to authorize Trustee with full authority for handling, and Settlor shall not claim any right against Trustee nor claim for compensation nor claim for jointly or severally liability. If there is any losses resulting from any action or inaction (including but not limited to malfunction of computer or interruption of wire connection) of issuer, exchange office or the related organization (such as domestic or foreign custody institutions, securities firms, certification institution, accountant, lawyer, etc.), Trustee is not liable in any way.
- (七) 紛爭之處理及申訴之管道：委託人就受託人辦理信託資金之管理運用有任何紛爭或爭議時，得依受託人公告於營業場所及網站之信託業務紛爭處理程序及申訴管道，向受託人提出申訴。 Handling of dispute and channels for complaint: For any dispute arising out of management and utilization of trust fund processed by Trustee, Settlor may file complaint with Trustee according to trust business dispute handling procedure and channels for complaint published by Trustee on business place and website.
- (八) 委託人(OBU 客戶)不適用「金融消費者保護法」之金融消費爭議處理機制。 Settlor (OBU client) is not applicable to handling mechanism of financial consumer dispute under Financial Consumer Protection Act.

二十七、適用法律及管轄法院 Governing Law and Jurisdiction

- (一) 因本契約涉訟時，雙方同意由台灣臺中地方法院為第一審管轄法院，但不得排除消費者保護法第 47 條或民事訴訟法第 436 條之 9 規定小額訴訟管轄法院之適用。For any dispute arising out of this Contract, the Parties agree to be submitted to the jurisdiction of Taiwan Taichung District Court, provided that the foregoing provision shall not preclude the application of jurisdiction as stipulated in Article 47 of Consumer Protection Act nor the application of jurisdiction for Small-Claim Proceedings as stipulated in Article 436-9 of Code of Civil Procedure.
- (二) 本特定金錢信託投資國內外有價證券信託契約條款未定事項，悉依相關法令、國內外金融慣例、國內外有價證券公開說明書、國內外發行機構/經理公司/證券商規定及其作業規則、其他各性質相通條款或雙方書面協議辦理之。Any issues not stipulated in this Terms of Trust Contract of Non-discretionary Money Trust Investment in Domestic and Foreign Securities, are governed by relevant laws, domestic and foreign banking practice, prospectuses of domestic and foreign securities, regulations and their operational rules of domestic and foreign issuers/management company/security dealer, other similar terms or written agreements between the Parties.

貳、特定金錢信託資金定期不定額投資約定條款**Terms of Non-discretionary Money Trust in Value Averaging Investment****一、定義 Definition：**

- (一)『定期不定額投資』：即以委託人設定之「基準扣款金額」為基準，依「當期約定申購標的」之「合計投資報酬率」上漲或下跌幅度，按本約定條款第二條約定，計算增加或減少扣款金額；因每次扣款金額係為浮動，有別於定期定額投資為依據委託人申請之固定扣款金額投資，故稱之『定期不定額投資』。“Value Averaging Investment”: means based on “Standard Debit Amount” set by Settlor, and according to fluctuation of increase or decrease of “Total Investment Returns” of “Current Designated Subscription Object”, to make calculation of increasing or decreasing debt amount, under Article 2 of this Terms. In view that it is floating for each debit amount, which is different from fixed debit amount for investment under dollar-cost averaging investment, such investment scheme is called “Value Averaging Investment”.
- (二)『基準扣款金額』：受託人將依據委託人申請之定期不定額投資所設定之「基準扣款金額」作為日後增加或減少申購金額之基準；「基準扣款金額」約定不因委託人選擇轉換原投資標的基金單位數或變更投資標的而有所變動。“Standard Debit Amount”: means the debit amount set by Settlor where Settlor instructs Trustee to make value averaging investments, as the standard by which the amount to be debited for subscription is to be adjusted in each period. The originally set “Standard Debit Amount” will not be changed where Settlor subsequently instructs Trustee to convert the units of the investment object or change the investment object.
- (三)『當期約定申購標的』：即委託人申請定期不定額投資時所設定之投資申購標的；惟如嗣後委託人變更投資申購標的時，『當期約定申購標的』即為其變更後之投資申購標的。“Current Designated Subscription Objects”: means the investment subscription object set by Settlor where Settlor instructs Trustee to make value averaging investment, provided that if Settlor subsequently changes the investment subscription object, “Current Designated Subscription Object” become the changed investment subscription object.
- (四)『合計投資報酬率』計算公式：（同一定期不定額投資信託憑證中『當期約定申購標的』之合計投資現值）－（同一定期不定額投資信託憑證中『當期約定申購標的』之合計投資本金）／（同一定期不定額投資信託憑證中『當期約定申購標的』之合計投資本金）。“Total Investment Returns” is calculated as follows: (Total current value of “Current Designated Subscription Objects” in the same trust certificate of value averaging investment) - (total investment principal of “Current Designated Subscription Objects” in the same trust certificate of value averaging investment) / (total investment principal of “Current Designated Subscription Objects” in the same trust certificate of value averaging investment).

前項所稱「合計投資現值」換算公式The aforesaid “total current value” is calculated as follows：

<A>台幣信託：合計單位數×最新淨值×折換新臺幣匯率。

NTD trust: total units × current net value × exchange rate for NTD

外幣信託：合計單位數×最新淨值。

Foreign currency trust: total units × current net value

<C>計算時點：合計單位數、最新淨值、折換新臺幣匯率均以委託人所設定扣款日之前一金融機構營業日受託人系統內留存資料為準。

Calculation timing: total units, current net value, and exchange rate for NTD are based on the information in Trustee’s system on the business day of banking institutions immediately before the debit date.

二、定期不定額投資之扣款金額增加(加碼)或減少(減碼)原則 Principle for increase or decrease of debit amount in value averaging investment：

「當期約定申購標的」之「合計投資報酬率」上漲時，扣款金額按下表設定比例減少(減碼)；「當期約定申購標的」之「合計投資報酬率」下跌時，扣款金額按下表設定比例增加(加碼)。加、減碼調整後之扣款金額，最高係以設定「基準扣款金額」之 150% 為限，最低則以委託人所設定「基準扣款金額」之 50% 為限。但若減碼後之扣款金額低於各幣別定期不定額之最低基準扣款金額時，則當期將以最低基準扣款金額進行扣款。Where “Total Investment Returns” of “Current Designated Subscription Object” increases, the amount to be debited will decrease by the percentage as set on the schedule listed below, and where “Total Investment Returns” of “Current Designated Subscription Object” decreases, the amount to be

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debited will increase by the percentage as set on the schedule listed below. After such increase or decrease, the maximum amount to be debited is 150% of the Standard Debit Amount set by Settlor, and the minimum amount to be debited is 50% of the Standard Debit Amount set by Settlor, provided that if after such decrease, the amount to be debited is lower than the minimum standard debit amount for value averaging investment in relevant currencies, the amount to be debited will be the minimum standard debit amount for the current period.

加碼			減碼		
投資標的報酬率 跌幅(註)	扣款金 額調整 比例	調整後扣款金額(註)	投資標的報酬率 漲幅(註)	扣款金 額調整 比例	調整後扣款金額(註)
跌幅<5%	不變	基準扣款金額*100%	漲幅<5%	不變	基準扣款金額*100%
5% ≤ 跌幅<10%	10%	基準扣款金額*110%	5% ≤ 漲幅<10%	-10%	基準扣款金額*90%
10% ≤ 跌幅<15%	20%	基準扣款金額*120%	10% ≤ 漲幅<15%	-20%	基準扣款金額*80%
15% ≤ 跌幅<20%	30%	基準扣款金額*130%	15% ≤ 漲幅<20%	-30%	基準扣款金額*70%
20% ≤ 跌幅<25%	40%	基準扣款金額*140%	20% ≤ 漲幅<25%	-40%	基準扣款金額*60%
跌幅 ≥ 25%	50%	基準扣款金額*150%	漲幅 ≥ 25%	-50%	基準扣款金額*50%

Markup			Markdown		
Investment Object Returns Decrease (Note)	Debit Amount Adjustment Ratio	Debit Amount After Adjustment (Note)	Investment Object Returns Increase (Note)	Debit Amount Adjustment Ratio	Debit Amount After Adjustment (Note)
Decrease < 5%	Unchanged	Standard Debit Amount*100%	Increase < 5%	Unchanged	Standard Debit Amount*100%
5% ≤ Decrease < 10%	10%	Standard Debit Amount*110%	5% ≤ Increase < 10%	-10%	Standard Debit Amount*90%
10% ≤ Decrease < 15%	20%	Standard Debit Amount*120%	10% ≤ Increase < 15%	-20%	Standard Debit Amount*80%
15% ≤ Decrease < 20%	30%	Standard Debit Amount*130%	15% ≤ Increase < 20%	-30%	Standard Debit Amount*70%
20% ≤ Decrease < 25%	40%	Standard Debit Amount*140%	20% ≤ Increase < 25%	-40%	Standard Debit Amount*60%
Decrease ≥ 25%	50%	Standard Debit Amount*150%	Increase ≥ 25%	-50%	Standard Debit Amount*50%

註:1.投資標的報酬率跌幅計算結果正值時，代表漲幅；投資標的報酬率跌幅計算結果為負值時，代表跌幅。Where the calculation of investment object returns decrease is positive, it means increase, and where the calculation of investment object returns decrease is negative, it means decrease.

2.調整後加、減碼之台幣信託扣款金額以元為增減單位，小數點以下四捨五入至整數位；外幣信託扣款金額以元為增減單位，小數點以下四捨五入至整數位。The amount to be debited for NTD trust after the markup or markdown above will be adjusted to the dollar, with all decimals rounding to the nearing dollar, and for foreign currency trust, will be adjusted to the dollar, with all decimals rounding to the nearing dollar.

3.

三、最低基準扣款金額 Minimum Standard Debit Amount:

信託方式	最低基準扣款金額 (以元為增加單位)			
台幣信託	國內外基金：新臺幣 5,000 元(含)以上			
外幣信託	USD200 元(含)以上	EUR200 元(含)以上	SEK2,000 元(含)以上	JPY20,000 元(含)以上
	GBP200 元(含)以上	SGD200 元(含)以上	HKD2,000 元(含)以上	AUD200 元(含)以上
	CHF200 元(含)以上	CAD200 元(含)以上	NZD200 元(含)以上	CNY2000 元(含)以上
	ZAR2000 元(含)以上			

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Trust	Minimum Standard Debit Amount (with the dollar as unit)			
NTD Trust	Domestic and offshore funds: NTD 5,000 and upward			
Foreign Currency Trust	USD 200 and upward	EUR 200 and upward	SEK 2,000 and upward	JPY 20,000 and upward
	GBP 200 and upward	SGD 200 and upward	HKD 2,000 and upward	AUD200 and upward
	CHF 200 and upward	CAD 200 and upward	NZD 200 and upward	CNY 2,000 and upward
	ZAR 2,000 and upward			

四、定期不定額投資標的轉換及申購標的變更之相關規定 Regulations on Conversion of Value Averaging Investment Object and Change of Subscription Object :

- (一) 定期不定額投資標的可以轉換為同一基金公司可受理轉換之基金（國內基金與國外基金之間無法轉換）；惟如信託憑證屬外幣信託，不同計價幣別基金間不得互轉。Value averaging investment object may be converted to funds of the same fund company which is available for conversion (domestic funds and offshore funds may not be converted to each other). If trust certificate is for foreign currency trust, the funds in different currencies may not be converted to each other.
- (二) 委託人得依受託人相關程序申請變更『基準扣款金額』，受託人將以變更後之新『基準扣款金額』作為日後增加或減少扣款之基準，惟前項變更後『基準扣款金額』不得低於本約定條款第三條之規定。Settlor may apply for change of “Standard Debit Amount” under relevant procedure as required by Trustee, and the new “Standard Debit Amount” after change will be the basis for any subsequent increase or decrease in the amounts to be debited, provided that the “Standard Debit Amount” after change shall not be lower than the requirement in Article 3 of this Terms.
- (三) 委託人得依受託人轉換交易程序申請變更定期不定額申購標的，受託人將以委託人變更後之申購標的作為『當期約定申購標的』，並據以計算「合計投資報酬率」及加、減碼調整後之扣款金額；惟若委託人同時辦理轉換投資標的，且轉換交易尚未完成單位數分配時，因尚無法計算當期應扣款之區間，故當期以原訂基準扣款金額進行扣款。Settlor may apply to change value averaging investment subscription object through Trustee’s conversion transaction procedure. The changed subscription object will be “Current Designated Subscription Object” and as the basis for calculation of “Total Investment Returns” and for the amount to be debited after adjustment of increase or decrease, provided that if Settlor processes conversion of investment object at the same time, and where the distribution of units is not completed for conversion transaction, it is unable to calculate on the current amount to be debited, thus the amount to be debited for current period shall be the originally set standard debit amount.
- (四) 委託人如係以『定期不定額』方式投資者不能異動為『定期定額』方式；反之亦然。Settlor may not change from value averaging investment to dollar-cost averaging investment and vice versa.

五、委託人以定期不定額方式申購境外基金如因故成為未核備基金時，受託人將依最新之法令規定及主管機關指示之處理方式辦理。If the offshore funds in which Settlor originally subscribed by way of value averaging investment is not approved for whatever reasons, Trustee will process under the updated laws and regulations and in accordance with instruction from competent authority.

六、委託人辦理「定期不定額投資」，若嗣後重新進行投資風險屬性評估，導致委託人之風險屬性與原已約定之「定期不定額投資」方式不符合，委託人同意仍將依原約定之方式續行投資；另委託人亦得臨櫃或網路銀行辦理投資內容變更。Where Settlor processes “value averaging investment”, if Settlor makes further investment risk profiling assessment, which resulting Settlor’s risk profiling being not compliance with the originally contracted “value averaging investment”, Settlor agrees to continue the investment as originally contracted way. Settlor may otherwise process change of investment details over the counter in Trustee or through internet banking.

七、本約定條款若有未盡事宜，悉依前開「特定金錢信託投資國內外有價證券信託契約條款」之規定辦理。Any issues not stipulated in this Terms shall be processed in accordance with regulations in “Trust Contract of Non-discretionary Money Trust Investment in Domestic and Foreign Securities” listed above.

參、網路/行動銀行委託辦理特定金錢信託投資國內外有價證券約定事項

Terms of Trust through Internet/Mobile Banking for Non-discretionary Money Trust Investment in Domestic and Foreign Securities

委託人茲就特定金錢信託投資國內外有價證券之運用及其他事項，以網路/行動銀行方式指示受託人（台中商業銀行）。而相關契約條款如下列 Settlor hereby instructs Trustee (Taichung Commercial Bank) through the internet/mobile banking on utilization of non-discretionary money trust investment in domestic and foreign securities and other matters, and the related terms are listed below：

一、名詞定義如下 Definitions of terms as below listed：

1. 「網路/行動銀行服務」指受託人依「台中銀行個人(企業)網路銀行/行動銀行業務服務申請書暨約定書」所定方式，經受託人網路/行動銀行系統提供委託人線上交易服務。“Internet /Mobile Banking Service” means Trustee, by the way as regulated in “Application and Contract of Taichung Bank Personal (Enterprise) Internet/Mobile Banking Business Services”, provides to Settlor the online transaction services through Trustee’s internet/mobile banking system.
2. 「服務項目」指由受託人於網路/行動銀行系統提供投資理財服務作業項目。“Items of Services” means the investment service items provided by Trustee through Trustee’s internet/mobile banking system.
3. 「申購」“Subscription”：
 - (1)基金單筆申購每筆新臺幣 10,000 元起或外幣 2,000 元起，惟外幣如為瑞典幣、南非幣及港幣則為 20,000 元起，日圓為 200,000 元起，人民幣為 10,000 元起；B、C、Y、T、U、F、N 及 E 股每筆新臺幣 150,000 元起，美金、歐元及澳幣為 3,000 元起，日圓 400,000 元起，南非幣 50,000 元起，人民幣為 30,000 起；定期定額每筆新臺幣 3,000 元起或外幣 100 元起，惟外幣如為南非幣、瑞典幣、港幣及人民幣則為 1,000 元起，日圓為 10,000 元起；定期不定額每筆新臺幣 5,000 元起或外幣 200 元起，惟外幣如為南非幣、瑞典幣、港幣及人民幣則為 2,000 元起，日圓為 20,000 元起。餘基金公司如另有規定者，以基金公司規定為準。For a lump sum subscription of fund, the minimum subscribed amount is NTD 10,000 or 2,000 dollar of foreign currencies for each subscription, provided that the minimum subscribed amount for SEK, ZAR, and HKD is 20,000, and for JPY is 200,000, for CHF is 10,000, and for a lump sum subscription for B, C, Y, T, U, F, N and E shares, the minimum subscribed amount is NTD 150,000, and is 3,000 in USD, EUR, and AUD, and is 400,000 in JPY, and is 50,000 in ZAR, and is 30,000 in CHF. For dollar-cost averaging subscription, the minimum subscribed amount for each subscription is NTD 3,000 or 100 dollar of foreign currencies, provided that the minimum subscribed amount for SEK, ZAR and HKD is 1,000, and for JPY is 10,000. For value averaging subscription, the minimum subscribed amount for each subscription is NTD 5,000 or 200 dollar of foreign currencies, provided that the minimum subscribed amount for ZAR, SEK, HKD and CHF is 2,000, and for JPY is 20,000. If there are regulations otherwise provided by fund companies, such regulation of fund companies shall prevail.
 - (2)境外指數型基金 (ETF)，僅限單筆申購，最低申購金額為美金 5,000 元起，人民幣為 15,000 元起，港幣為 30,000 元起，若申購商品另有特別規定則依其規定。Exchange Traded Fund (ETF), is only limited for a lump sum subscription, and the minimum subscribed amount is USD 5,000, CHF 15,000, or HKD 30,000. If there is specific regulation otherwise provided for the subscribed product, such regulation shall prevail.
 - (3) 國外股票，僅限單筆申購，最低申購金額為美金 5,000 元起，若申購商品另有特別規定則依其規定。Foreign stock, is only limited for a lump sum subscription, and the minimum subscribed amount is USD 5,000. If there is specific regulation otherwise provided for the subscribed product, such regulation shall prevail.
4. 「密碼」指由 6-12 位英數字所組成，與使用者代號共同使用，以進入受託人網路銀行服務系統或為網路委託之個人密碼。“PIN” means the personal password which is a composition of 6-12 English characters or figures, along with User Code, used to enter into Trustee’s internet banking system or for instruction through internet.

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5. 「使用者代號」指由 6-12 位英數字所組成，與密碼共同使用，以進入受託人網路銀行服務系統之用戶識別碼。“User Code” means the user identifying code which is a composition of 6-12 English characters or figures, along with PIN, used to enter into Trustee’s internet banking system of for instruction through internet.
 6. 「交易帳號」指委託人與受託人於台中商業銀行網路銀行服務申請約定可轉出之新臺幣存款/外幣帳號，皆可為交易扣款/轉入帳號，此交易帳號由委託人以網路委託交易選定，俾以進行基金申購及贖回之帳號。“Transaction A/C No.” means the NTD /foreign currency deposit account which Settlor and Trustee had designated for transferring outward through Taichung Commercial Bank internet banking application, and for transaction debit/transferring inward account. This Transaction A/C No. is designated by Settlor through internet as account for subscription and redemption of funds.
- 二、委託人以網路/行動銀行指示特定金錢信託投資國內外有價證券之申購、轉換、贖回及異動或查詢等服務，需與受託人簽訂個人(企業)網路銀行/行動銀行業務服務約定事項，並取得經委託人指定且經受託人確認之密碼。委託人應負責密碼之保密，受託人係憑正確密碼使用之指示提供服務，倘有未經委託人合法授權之情形，委託人應即通知受託人停止該服務；受託人於接獲通知前，對第三人使用該服務已發生效力，除受託人有故意或重大過失外，不得以該密碼之使用非經其授權對抗受託人。 For Settlor’s processing instruction of subscription, conversion, redemption and change of non- discretionary money trust investment in domestic and foreign securities through internet/mobile banking, Settlor shall enter into personal (enterprise) internet/mobile banking business service contract with Trustee, and obtain PIN designated by Settlor and confirmed by Trustee. Settlor shall be responsible for safekeeping the PIN. Trustee provides services based on the use of correct PIN. Settlor shall immediately request Trustee to discontinue any service not legally authorized by Settlor. Where the use of such service by the third party already become effective before Trustee receives notice, Settlor may not use the unauthorized use of PIN as a valid defense against Trustee, unless with intentional acts or gross negligence of Trustee.
- 三、受託人於接獲委託人之指示，可提供上述之服務，惟受託人單方認為提供該等服務會使受託人違反相關法令之虞時，受託人即無提供該服務之義務。Trustee may provide the service under these terms above upon receipt of instructions from Settlor, provided that Trustee is not obliged to provide services which it unilaterally believes will likely cause to violate the applicable laws and regulations.
- 四、委託人以網路/行動銀行指示特定金錢信託投資國內外有價證券之申購、轉換、贖回及異動時，應於受託人指定時間內為之，若遇不可抗力或非可歸責於受託人之因素，如斷電、斷線、網路傳輸干擾、電信壅塞、第三人破壞等，致使交易或其他指示遲延或無法完成，同意由受託人全權處理之，但受託人不負任何責任。Settlor shall give the instructions on subscription, conversion, redemption and change of non-discretionary money trust investment in domestic and foreign securities through internet/mobile banking within Trustee’s business hours, and agrees to authorize Trustee to process with full authority if any transaction or other instruction is delayed or cannot be fulfilled due to force majeure events or other factors not attributable to Trustee, such as power failure, disconnection, transmission interference, traffic congestion in telecommunication networks, damage by third parties, etc., provided that Trustee is not liable in any way.
- 五、電腦系統暫停或前項障礙事由等因素，致委託人無法辦理本交易服務時，應親至受託人各分行處辦理所需之交易及相關事項。In the event of malfunction of computer system or the aforesaid obstacles or other factors preventing the transaction from being processed, Settlor shall personally visit the branches of Trustee for processing the required transactions and related matters.
- 六、委託人如擬變更密碼，應以電腦網路或書面為之，但應經受託人確認並同意後始生效力。If Settlor wishes to change the PIN, Settlor shall do so on internet or in writing, provided that no such change will take effect until and unless confirmed and agreed by Trustee.
- 七、委託人得以書面通知受託人終止使用本申請書之服務，惟於終止通知生效前，已發生之交易仍屬有效。Settlor may give written notice of termination of the use of services under this application, provided that the transaction already incurred prior to effective of termination notice will remain valid.
- 八、委託人原所選定之服務方式，因受託人系統或法令規定等而須變更時，受託人得通知委託人另行辦理相關事宜，並於新服務方式啟用時起，適用原所簽訂契約中之各項相關條款。前項委託人申請變更服務方式時亦同。Where the form of service originally selected by Settlor must change due to Trustee’s system or laws and regulations, Trustee may notify Settlor regarding relevant matters to be handled, and apply the relevant terms in the original contract from commencement of the new form of service. The above

provision also applies when Settlor applies for change of the form of service.

九、**網路交易時間 Internet Trading Hours:**

1. 境內外基金:委託人使用網路/行動銀行服務請求申購、轉換、贖回基金，如交易方式為『即時交易』且執行網路交易時間為週一至週五（非例假日）台幣信託為當日上午九時到下午三時以前；外幣信託為當日上午九時卅分到下午三時以前，即為當日之指示。如逾上述執行網路交易時間，委託人請改用『預約交易』，預約交易可指定之交易日期為次一營業日（含）起三十日以內之日期，若預約交易指定之日期適逢例假日及受託人依「天然災害停止辦公及上課作業辦法」停止辦公、營業時，則視為次一營業日指示。Domestic and foreign fund: Where Settlor requests for subscription, conversion, redemption of funds through internet/mobile banking, if transacted in “Instant Transaction”, the transaction by internet banking shall be processed during Monday through Friday (on non-holiday), and from AM 9:00 through 3:00 PM for NTD trust, and from AM 9:30 through 3:00 PM for foreign currency trust, in order to be considered as instruction on the same day. For transactions beyond the above internet transaction hours, Settlor shall switch to “Scheduled Transaction”. For scheduled transaction, Settlor may designate a date within 30 days from the next business day. If the designated date for scheduled transaction is a holiday or Trustee’s non-business day under “Operation Regulation on Suspension of Offices and Classes Due to Natural Disasters”, the instruction is deemed as scheduled on the next business day.

2. 境外指數型基金（ETF）及國外股票：請參閱「特定金錢信託投資外國指數股票型基金（ETF）交易約定暨投資風險預告書」交易約定條款及「特別股產品主要條件暨投資風險預告書」交易說明關於營業日之說明。Exchange Traded Fund (ETF) and Foreign Stock: Please refer to the terms and conditions as regulated in “Terms and Conditions for Non-discretionary Money Trust Investment in Exchange Traded Fund and Investment Risk Disclosure Statement” and the trading explanation as to Business Days as regulated in “Primary Terms of Special Shares and Investment Risk Disclosure Statement”.

十、委託人使用網路/行動銀行之各項信託交易功能、服務項目、金額限制等由受託人訂定，公告於網路銀行/行動銀行投資理財專區供查閱，以代通知，受託人得視實際需求隨時進行調整。委託人得於公告日起至調整生效日之期間內，通知受託人終止本約定事項，並即辦理贖回所有投資標的。委託人如未終止者，視為同意本約定事項之變更，逕依受託人調整後之新規定辦理。All trust transaction functions, service items, amount limitation, etc. utilized by Settlor through internet/mobile banking are specified by Trustee and published on investment zone of internet /mobile banking for Settlor’s reference instead of notification. Trustee may make adjustment from time to time for dealing with actual requirement. During the period from publishing date to effective date of adjustment, Settlor may notify Trustee to terminate this contract and proceed with redemption of all investment objects. If Settlor fails to terminate, it is deemed as Settlor’s consent to such amendment of this contract, and the new provisions as adjusted by Trustee shall be complied with for further processing.

信託業務 履行個人資料保護法第八條第一項告知義務

Trust Business Performance of Informing Obligation under **1st Paragraph of Article 8** of Personal Data Protection Act

親愛的客戶您好，由於個人資料之蒐集，涉及 臺端的隱私權益，台中商業銀行(以下簡稱本行)依據個人資料保護法（以下稱：個資法）第八條第一項規定，向 臺端(即客戶，即受告知人)告知下列事項，請 臺端詳閱 Dear customer, In view that collection of personal data concerns your rights and interests in privacy, Taichung Commercial Bank (“the Bank”) hereby informs you (ie customer, the person being informed) the following issues in accordance with regulations in the 1st paragraph of Article 8 of Personal Data Protection Act, please carefully review :

- 一、 **蒐集之目的、個人資料類別、個人資料利用之期間、地區、對象及方式等內容，詳如附表或本行網站。Purpose of Collection, classification of the personal data, and the periods, areas, users and ways of using personal data, etc. are specified in the attached Schedule or website of the Bank.**
- 二、 **依據個資法第三條規定，臺端就本行保有 臺端之個人資料得行使下列權利 You may exercise the following rights for your personal information that is held by the Bank pursuant to Article 3 of Personal Data Protection Act :**
 - (一) 除有個資法第十條所規定之例外情形外，得向本行查詢、請求閱覽或請求製給複製本，惟本行依個資法第十四條規定得酌收必要成本費用。Inquire the Bank about, or request to review or make duplications of the personal information, except for the circumstances regulated under Article 10 of this Act, provided that the Bank may charge a fee for necessary cost pursuant to Article 14 of this Act.
 - (二) 得向本行請求補充或更正，惟依個資法施行細則第十九條規定，臺端應適當釋明其原因及事實。Request to supplement or correct the personal information, provided that you shall make an appropriate explanation of the reason and fact pursuant to Article 19 of Enforcement Rules of this Act.
 - (三) 本行如有違反個資法規定蒐集、處理或利用 臺端之個人資料，依個資法第十一條第四項規定，臺端得向本行請求停止蒐集。Request the Bank to discontinue collection of your personal data pursuant to the 4th paragraph of Article 11 of this Act, if the Bank is in violation of this Act for collecting, processing or using your personal data.
 - (四) 依個資法第十一條第二項規定，個人資料正確性有爭議者，得向本行請求停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須並註明其爭議或經 臺端書面同意者，不在此限。Request the Bank to discontinue processing or use of your personal data if the accuracy of data is contested pursuant to the 2nd paragraph of Article 11 of this Act, unless as provided in the proviso clause of the aforesaid paragraph, the processing or use is necessary for the Bank’s performance of duties and such dispute is indicated, or the processing or use is agreed by you in writing.
 - (五) 依個資法第十一條第三項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向本行請求刪除、停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須或經 臺端書面同意者，不在此限。Request to delete your personal data and request the Bank to discontinue processing or use pursuant to the 3rd paragraph of Article 11 when the specific purpose of collection no longer exists or the time period of collection expires, unless as provided in the proviso clause of the aforesaid paragraph, the processing or use is necessary for the Bank’s performance of duties, or the processing or use is agreed by you in writing.
- 三、 臺端如欲行使上述個資法第三條規定之各項權利，有關如何行使之方式，詳載於本行網站（網址：<https://www.tcbbank.com.tw>），或向本行客服中心（電話 4499888，行動電話及離島地區請加 04）詢問。臺端如欲向本行表示拒絕接受行銷時，可依個資法第二十條第二項規定向本行客服中心表示，本行於合理處理期間後，即不再以行銷之名義利用 臺端個人

Terms and Conditions of Trust Business Transactions (11206 Version)

資料。If you wish to exercise the aforesaid rights under Article 3 of this Act, as to the ways to exercise the rights, it is specified in the website of the Bank (<https://www.tabbank.com.tw>), or you may contact the customer center of the Bank (local call 4499888, +04 for cell phone and areas of islands). If you wish to refuse the Banks' marketing activities, you may express to the customer center of the Bank in accordance with 2nd paragraph of Article 20 of this Act. The Bank will no longer use your personal data for purpose of marketing after a reasonable time for suitable processing.

- 四、 臺端之個人資料由本行直接蒐集時， 臺端得自由選擇是否提供相關個人資料及類別， 惟臺端拒絕提供個人資料、 未提供正確之個人資料或提供後向本行請求刪除部分或全部個人資料時， 如果是辦理業務審核或作業所需之資料， 本行可能無法進行必要之業務審核或作業而無法提供臺端相關服務或無法提供較佳之服務， 敬請見諒。 Where your personal data was directly collected by the Bank from you, you may freely choose whether to provide personal data and determine the classification to provide, provided that if you refuse to provide personal data, or not providing correct personal data or requesting the Bank to delete partial or all personal data after providing, and such data is required for the business approval or procedure, the Bank may be unable to proceed with the necessary business approval or procedure in order to offer the relevant service or better service to you, for which your understanding is appreciated.
- 五、 有關個資法告知義務內容， 如因法令更新異動或情事變更而有修訂必要時， 本行有權隨時修改內容， 並將其更新後之內容公告於本行網站。 Where amendment of the informing obligation under Personal Data Protection Act becomes necessary due to change of laws or circumstances, the Bank is entitled to amend and have the updated details published in the Bank's website.

附表 Schedule :

特定目的說明 Details of Specific Purposes		
業務類別 Classification of Business	業務特定目的及代號 Business specific purpose and code	共通特定目的及代號 Common specific purposes and codes
信託業務 Trust Business	068 信託業務 Trust Business	014 公職人員財產申報、利益衝突迴避及政治獻金業務 Civil servants property declaration, Recusal due to interest conflicts and Campaign contributions
	094 財產管理 Property management	030 仲裁 Arbitration
	166 證券、期貨、證券投資信託及顧問相關業務 Securities, futures, securities investment trusts and consultants related business.	040 行銷 Marketing
	181 其他經營合於營業登記項目或組織章程所定之業務 Other business operation in accordance with the business registration project or organization prospectus.	59 金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用 Financial service industry's collection and processing information in accordance with laws and needs for financial supervision
		60 金融爭議處理 Financial dispute resolution
		61 金融監督管理與檢查 Financial supervision, administration and inspection
		063 非公務機關依法定義務所進行個人資料之蒐集處理及利用 Non-government agency collect or process personal information under legal obligations
		069 契約、類似契約或其他法律關係管理之事務 Contract, contract-like or other legal relation matters
		090 消費者、客戶管理與服務 Consumer, customer management and service

特定目的說明 Details of Specific Purposes		
業務類別 Classification of Business	業務特定目的及代號 Business specific purpose and code	共通特定目的及代號 Common specific purposes and codes
		091 消費者保護 Consumer protection 098 商業與技術資訊 Business and technical information 104 帳務管理及債權交易業務 Account management and debt trading business 113 陳情、請願、檢舉案件處理事務 Petition and petition reported matters handling 136 資(通)訊與資料庫管理 Information (communication) and database management 137 資通安全與管理 Information and communication security and management 157 調查、統計與研究分析 Investigation, statistics and research analysis 177 其他金融管理業務 Other financial administrative business 182 其他諮詢與顧問服務 Other consulting and consultant services 遵循國外法令規定所為之蒐集、處理及利用 Collection, processing and use in accordance with foreign regulations
蒐集個人資料類別 Classification of personal data collection	自臺端處蒐集臺端姓名、國民身分證統一編號、出生年月日、國籍、美國稅籍編號、護照號碼、特徵、婚姻、家庭、教育、職業、健康紀錄、聲音、聯絡方式、財務情況、移民情形、旅行及其他遷徙細節及其他得以直接或間接方式辨別之個人資料(詳各業務申請書或契約書所定資料)。Your name, ID number, birth date, nationality, US tax number, passport number, characteristics, marriage, family, education, occupation, health record, voice, contact information, financial situation, immigration situation, travel and other moving details and other personal data which can directly or indirectly identify you (referring to the information as specified in each business applications or contracts) collected from you.	
蒐集個人資料期間 Period of personal data collection	下列期間最長者為準：The period among the below periods which preserves the longest prevails： <ol style="list-style-type: none"> 1. 個人資料蒐集之特定目的存續期間。Time period associated with the specific purpose of personal data collected 2. 依相關法令所定(如：商業會計法等)保存期間。Time period specified in accordance with related laws (such as Business Entity Accounting Act). 3. 因執行業務所必須之保存期間。The preservative period necessary for required business operation. 4. 個別契約所定之保存期間。The preservative period for individual contracts. 	
個人資料利用地區 Areas of using personal data	下述「個人資料利用對象」欄位所列利用對象之國內及國外所在地。The domestic and overseas locations of users as listed in the following column of “Users of personal data”.	

特定目的說明 Details of Specific Purposes		
業務類別 Classification of Business	業務特定目的及代號 Business specific purpose and code	共通特定目的及代號 Common specific purposes and codes
個人資料利用對象 Users of Personal data	<ol style="list-style-type: none"> 1. 本行國內總分支機構、本行國外分支機構、本行子公司或關係企業(如：台中銀保險經紀人股份有限公司、台中銀租賃事業股份有限公司、台中銀證券股份有限公司及台中銀證券投資信託股份有限公司等)。The Bank and the domestic and offshore branches, subsidiaries or affiliates of the Bank (such as: Taichung Bank Insurance Brokers Co., Ltd., Taichung Bank Leasing Co., Ltd., Taichung Commercial Bank Securities Co., Ltd., and Taichung Bank Securities Investment Trust Co., Ltd., etc.). 2. 本行委託處理事務之委外機構(如：中華郵政股份有限公司、永豐紙業股份有限公司)。Outsourcers subcontracted by the Bank (such as Chunghwa Post Co., Ltd., Yuen Foong Paper Co., Ltd.). 3. 依國內法令規定利用之機構、其他業務相關之機構(如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、信用保證機構、信用卡國際組織、金融消費爭議處理機構、環球財務電信協會、收單機構暨特約商店等)。Institutions use in accordance with domestic laws, other business related institutions (such as correspondence banks, Joint Credit Information Center, National Credit Card Center of ROC, Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantee institutions, international credit card organizations, Financial Consumer Dispute Handling Institution, Society for Worldwide Interbank Financial Telecommunication, acquirers and authorized stores, etc.) 4. 本行共同行銷或合作推廣之保險及其他機構(如：安達國際人壽保險股份有限公司，其餘合作對象詳如本行網站)。The insurance companies and other institution which cooperated with the Bank for jointly marking or promoting (such as Chubb Life Insurance Co., Ltd., other cooperative users as specified in the website of the Bank). 5. 依國內外法令規定有調查權機關或金融監理機關(如：金融監督管理委員會、美國有權調查機關)。Competent authorities with authority of investigation under domestic and foreign regulations or financial supervisory authorities (such as Financial Supervisory Commission, US investigation agencies). 	
個人資料利用方式 Ways of using personal data	符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式(包含自動化剖析)。Through automated machine or other non-automated use in compliance with the personal data protection related regulations (including automated analysis).	