

# **Corporate Entrusted Payment Service Application and Agreement** No.

Applicant (i.e. the contracting party):\_

For the purpose of handling the corporate entrusted payment business (hereinafter referred to as the business), the contracting party agrees to abide by the agreed service items and matters as follows:

I. Agreed service items

Host branch	Branch (department)
Requested services (multiple selections allowed):	☐ Online account transfer ☐ Salary account transfer
Upload format and system service (single choice)	☐ Upload in accordance with standard formats and service specifications (see Annex 2-1) ☐ Additionally sign the upload format and system service configuration application form (Annex 2)
Service cancellation:	Cancellation (When the cancellation service is selected, all the agreed services above will be terminated simultaneously)

# Agreed Matters

- I. For a contracting party who entrusts the payment, if the designated payment date in the entrusted payment instruction is not a business day for the Bank, the Bank may defer processing to the next business day. The entrusted payment instruction shall be delivered to the designated website address or premises of the Bank by 3:30 PM on the designated payment day at the latest; otherwise, the instruction will not be accepted. The above is not applicable if the contracting party and the Bank have agreed otherwise. The payment will be processed by interbank transfer from 3:20 PM on the designated payment day to 3:30 PM on the same day.
- II. The contracting party, entrusting the Bank to make payment by reservation, shall reserve sufficient funds one day before the designated payment date as indicated in the entrusted payment instruction. If the contracting party wishes to cancel the entrusted payment reservation instruction, please complete the process before 12:00 AM on the designated payment day. In the event of insufficient funds in the debit account on the designated payment day, the system will still automatically execute the payment operation until 3:30 PM on that day; however, no processing will be carried out by the system after the deadline.
- III. If the payee submits a financing application to the Bank based on the contracting party's entrusted payment instruction to the Bank, the contracting party shall not cancel or change the entrusted payment instruction. The above is not applicable if the contracting party and the Bank have agreed otherwise.
- IV. If the contracting party's entrusted payment instructions are delayed or cannot be completed due to the failure of the Bank's computer system or other force majeure, the contracting party agrees that the Bank will not be liable for any compensation.
- V. The contracting party agrees that the Bank, the financial institutions with which the Bank has business dealings, the Joint Credit Information Center, the Financial Information Service Co., Ltd., and other institutions designated by the Financial Supervisory Commission may collect, process, use, and internationally transmit its personal data for the completion of the entrusted payment services and within the scope of other registered businesses or specific purposes specified in the articles of association. The Bank shall not provide its personal data to any third parties, other than the institutions mentioned above, without the consent of the contracting party or unless required by law and regulations.
- VI. Handling fee standards (please refer to the table of handling fees for various services of Land Bank of Taiwan's electronic financial business for details)
  - From the date the service starts, the contracting party shall pay the handling fee in accordance with the agreed fee standards, and authorize the Bank to automatically debit and transfer funds from the contracting party's debit account without the use of a passbook, withdrawal slip, or check.
  - If there is any subsequent change or adjustment to the aforementioned fee standards, the Bank shall announce it in a significant manner at the Bank's business premises and on its website 60 days before the date of the change or adjustment (not applicable if it is beneficial to the contracting party), and the contracting party is willing to abide by the adjusted regulations.
- VII. The contracting party's account for the business is within the scope of deposit items regulated by the Deposit Insurance Act and is protected by the insurance policy of Central Deposit Insurance Corporation.

- VIII. For the purpose of preventing money laundering and countering the financing of terrorism, the contracting party agrees that the Bank may comply with laws and regulations such as the "Money Laundering Control Act," "Counter-Terrorism Financing Act," and "Regulations Governing Anti-Money Laundering of Financial Institutions," as well as regulations of various business associations and the Bank's relevant regulations, and implement the following measures:
  - (I) To confirm whether the contracting party or related party (including, but not limited to, the senior manager of the contracting party, the substantial beneficiary, the trustor of the trust, the trustee of the trust, the supervisor of the trust, the beneficiary of the trust, and the related parties involved in the transaction; the same applies below) is an individual, juridical person, or group sanctioned by the "Counter-Terrorism Financing Act," or is a terrorist or group identified or tracked by foreign governments or international organizations (hereinafter referred to as "on the sanctions list"), the contracting party or related party shall provide information for the Bank's confirmation immediately. If the contracting party or a related party does not cooperate, resulting in the Bank's inability to make immediate comparisons, the Bank may suspend or refuse the contracting party's application or transaction processing.
  - (II) Regardless of whether it is before or after account opening, and regardless of various applications or transactions, once the Bank discovers that the contracting party or a related party is on the sanctions list, the Bank may refuse business transactions or terminate business relationships without prior notice.
  - (III) If the contracting party does not cooperate with the compliance review, refuses to provide related party information, declines to describe the nature and purpose of the transaction, or the source and destination of funds, or refuses to provide necessary information or verification documents for the review, the Bank may temporarily suspend all transactions under this agreement and request that the contracting party provide an explanation and any necessary information or verification documents for the review within 30 days after receiving the Bank's notice. If the contracting party fails to provide them before the due date, the Bank may terminate the agreement in writing, and the termination will become effective upon the arrival of the written notice.
  - (IV) When a contracting party makes a transaction reservation, if the contracting party or a related party appears on the sanctions list during the Bank's name verification procedures conducted in accordance with the law, the Bank may first suspend the transaction; the transaction may be completed only if the name is later found to be not on the sanctions list after investigation.
  - (V) The contracting party or related party shall not request compensation from the Bank for damages or losses caused by the circumstances in the preceding four paragraphs.
     The Bank has established correspondent accounts in the United States for business purposes. The contracting party agrees that, in order for the Bank to comply with Section 6308 of the U.S. Anti-Money Laundering Act
    - party agrees that, in order for the Bank to comply with Section 6308 of the U.S. Anti-Money Laundering Act of 2020, if the U.S. Department of the Treasury or the U.S. Department of Justice requests the provision of the contracting party's information (including but not limited to all records of the contracting party's accounts maintained with the Bank), the Bank may provide such information accordingly.

# IX. Virtual Asset Service Provider Clause

The contracting party shall not be a business or individual engaged in providing virtual asset services. If, after establishing a business relationship with the Bank, it is discovered that the contracting party's business involves providing virtual asset services, the Bank may refuse or temporarily suspend all transactions under this agreement, or terminate this agreement upon written notice to the contracting party, with such termination becoming effective upon the contracting party's receipt of the written notice. The contracting party shall not claim any compensation from the Bank for damages or losses arising from the aforementioned circumstances mentioned in the preceding paragraph.

### X. Third-Party Payment Service Provider Clause

If the contracting party is a business or individual engaged in providing third-party payment services, they shall complete company or branch office registration in accordance with the Company Act and also complete the registration for anti-money laundering and service capacity. If the contracting party fails to comply with relevant laws and regulations, or if the Bank has concerns that the contracting party's

business model may violate laws or regulations, the Bank may refuse or temporarily suspend all transactions under this agreement, or terminate this agreement upon written notice to the contracting party, with such termination becoming effective upon the contracting party's receipt of the written notice. The contracting party shall not claim any compensation from the Bank for damages or losses arising from the aforementioned circumstances mentioned in the preceding paragraph.

#### XI. **Online Lending Platform Clause**

If the contracting party is a business engaged in online lending platform services, the contracting party shall provide the Bank with documents, including but not limited to those evidencing the segregation of the contracting party's own funds from its clients' funds, the implementation of a real-name registration system for its clients, assistance to the Bank in fulfilling the notification obligations under Article 9 of the Personal Data Protection Act toward its clients, as well as documents regarding clients' identity verification measures and necessary information to ascertain the authenticity of claims. If the contracting party fails to cooperate, or if the Bank has concerns that the contracting party's business model may violate laws or regulations, the Bank may refuse or temporarily suspend all transactions under this Agreement, or terminate this Agreement upon written notice to the contracting party, with such termination becoming effective upon the contracting party's receipt of the written notice.

If the contracting party fails to assist the Bank in fulfilling the notification obligations under Article 9 of the Personal Data Protection Act toward its customers, the Bank may claim damages and related costs from the contracting party.

The contracting party shall not claim any compensation from the Bank for damages or losses arising from the circumstances described in the first paragraph above.

#### **Dispute Handling**

When a dispute occurs, the contracting party may file a complaint with the Bank in the following ways: Complaint service hotline: 0800-231-590

Online complaint path: Land Bank portal site https://www.landbank.com.tw/客服與據點/顧客申訴 If the contracting party is a financial consumer regulated by the Financial Consumer Protection Act and does not accept the processing result of the complaint, or if no response to the complaint is received from the Bank after 30 days, the contracting party may apply to the Financial Ombudsman Institution for review either after receiving the processing result or within 60 days after the deadline.

For the contracting party involved in a lawsuit due to this agreement, both parties agree that the local court in the district of the Bank's head office or branch office with which the contracting party has business dealings shall be the court of first instance. If the law has exclusive jurisdiction provisions, such provisions shall be followed.

XIII. Any matters not covered in this agreement shall be handled in accordance with the relevant regulations of the

		8		
d regulations.				
he applicant onY	YYMM_	DD of the Republic of		
. [The review period	shall be at le	ast five days]		
☐ The applicant has reviewed all the contents of the agreement when issuing this application.				
The applicant (i.e. the contracting party) hereby declares that the Bank has fully explained the				
important content of the agreement and disclosed the risks before signing the agreement. The applicant				
has reviewed all the terms and conditions of the agreement within a reasonable period, has fully				
understood them, and agrees to sign below.				
The original of this app	olication has b	een delivered to the applicant		
The applicant's signature or seal				
	he applicant onY . [The review period of the agreement whereby declares that the closed the risks before the agreement within the original of this applicant's	he applicant onYYYMM [The review period shall be at le of the agreement when issuing the reby declares that the Bank has to closed the risks before signing the f the agreement within a reasonal  The original of this application has be The applicant's		

The applicant's (i.e. the contracting party's) personal signature:		Deposit account number:(Please affix the original registered seal)	
	Uniform number of profit-seeking business:		
	Date of the Republic of ChinaYYYMMDD		

Processor (identity verified and seal checked) Responsible Person Manager/Assistant Manager/Junior Manager