

## The Amendment of the Operating Procedures of Fund Lending

### Before

#### **Article 3 : Total Amount of Funds Lending and Limit for Each Recipient**

Whenever the Company is a wholly-owned subsidiary of the **Same** Parent Company, lending of funds by the Company to any other foreign wholly-owned subsidiary of the **Same** Parent Company may be exempt from the restrictions prescribed in the preceding two paragraphs, saying that, (1) the amount lent to a single recipient shall not exceed the Company's net worth as stated in the Company's latest financial statements; and (2) the total amount lent shall not exceed the Company's net worth as stated in the Company's latest financial statements.

#### **Article 4 : Term of Fund Lending and Calculation of Interest**

1. The term of each loan or funding offered by the Company shall not exceed one year, provided however, whenever both of the Company and the funding recipient are wholly-owned subsidiaries of the **Same** Parent Company, the term of lending of funds may be more than one year but shall not exceed 10 years.
2. The interest rate for each loan or funding shall be adjusted variably according to the funding cost of the Company.

### After

#### **Article 3 : Total Amount of Funds Lending and Limit for Each Recipient**

Whenever the Company is a wholly-owned subsidiary of the **Ultimate** Parent Company, lending of funds by the Company to any other foreign wholly-owned subsidiary of the **Ultimate** Parent Company may be exempt from the restrictions prescribed in the preceding two paragraphs, saying that, (1) the amount lent to a single recipient shall not exceed the Company's net worth as stated in the Company's latest financial statements; and (2) the total amount lent shall not exceed the Company's net worth as stated in the Company's latest financial statements.

#### **Article 4 : Term of Fund Lending and Calculation of Interest**

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2. The interest rate for each loan or funding shall be adjusted variably according to the funding cost of the Company.

## The Amendment of the Operating Procedures of Fund Lending

### Before

#### **Article 6 : The Follow-Up Control Measures of Funds Lent**

After each lending has been made, the Finance Division of the Company shall frequently monitor any changes in the borrowers' and guarantors' financial, business and related credit conditions, and any changes in the value of collaterals, and prepare written records of the monitoring results. If there is any significant change, the Finance Division of the Company shall promptly report to the President and related divisions in charge for their timely actions. When the borrower repays its borrowed amount on or before the due date, the relevant guarantee notes shall not be released or relevant liens shall not be cancelled until the borrower has repaid the full amount of principal together with interests accrued. ~~If repayment cannot be made on the due date, the borrower shall apply for a deferred repayment in advance and such defer request shall be submitted to the Board of Directors for approval; otherwise the Company may take enforcement actions against the collaterals or guarantors in accordance of applicable laws for recovery.~~

#### **Article 11 : Adoption and Amendment**

The Operating Procedures shall be submitted to the meeting of the Board of Directors for approval before implementation. The same procedure shall apply to any amendments to the Operating Procedure

### After

#### **Article 6 : The Follow-Up Control Measures of Funds Lent**

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2. A repayment in cash is required for short-term financing that the Company provides to others and due date is not allowed to be deferred. However, whenever the Company is wholly-owned subsidiary of Ultimate Parent Company, inter-company loans of funds the Company lend to Ultimate Parent Company or non-Taiwanese companies in which Ultimate Parent Company holds, directly or indirectly, 100% of the voting shares cannot be repaid and need to be deferred, its short-term fund lending can be extended, if the extension of the term of fund lending is approved by the Board of Directors before the due date, there is no need for actual cash flow repayment, but when the extension period expires, it should still be repaid in the form of actual cash flow; otherwise the Company may take enforcement actions against the collaterals or guarantors in accordance of applicable laws for recovery.

#### **Article 11 : Adoption and Amendment**

The Operating Procedures shall be submitted to the meeting of the Board of Directors ~~and be further submitted to the shareholders' meeting~~ for approval before implementation. The same procedure shall apply to any amendments to the Operating Procedure

## The Amendment of the Operating Procedures for Transactions of Derivative Financial Commodities

### Before

#### 3. Operation procedure

##### 3.1 Authorized limit

All current transactions (including hedging trades and special purpose trades) are subject to the authorized limit. The authorize limit is based on the growth of Company earnings and the variation of risk position. The Authorized Limit shall become effective after obtaining the Board of Directors approval. The revision(s) to the Authorized Limit, if any, shall be approved by the Board of Directors.

	Upper Limit of Single Transaction	Upper Limit of Total Daily Amount
<b>President</b>	US\$ 20,000,000	US\$ 80,000,000
CFO	US\$ 10,000,000	US\$ 40,000,000
Treasury Manager	US\$ 2,000,000	US\$ 10,000,000

In order to enable the authorization of the Company to match with the relative supervision and control of the bank, the Authorized Limit, the operation and the hedging strategy must be known to the bank. If there is any change, the bank should be informed in order to make adjustments. The Company shall request the bank to continue execute existing provisions and to control and supervise the Company's operations and positions based on the authorized limit table.

### After

#### 3 Operation procedure

##### 3.1 Authorized limit

All current transactions (including hedging trades and special purpose trades) are subject to the authorized limit. The authorize limit is based on the growth of Company earnings and the variation of risk position. The Authorized Limit shall become effective after obtaining the Board of Directors approval. The revision(s) to the Authorized Limit, if any, shall be approved by the Board of Directors.

	Upper Limit of Single Transaction	Upper Limit of Total Daily Amount
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In order to enable the authorization of the Company to match with the relative supervision and control of the bank, the Authorized Limit, the operation and the hedging strategy must be known to the bank. If there is any change, the bank should be informed in order to make adjustments. The Company shall request the bank to continue execute existing provisions and to control and supervise the Company's operations and positions based on the authorized limit table.

**Delta Electronics (Thailand) Public Co., Ltd. (the "Company")**  
**Operating Procedures of Fund Lending**

Version

*March 31, 2020 - version 1 passed by the 2020AGM*  
*April 11, 2024 – amendment passed by 2024AGM*

**Article 1 :**

The Company shall comply with these operating procedures ("Operating Procedures") when lending funds to others. Any matters which are not provided herein shall be governed by applicable laws and regulations.

**Article 2 : Recipients, Reasons and Necessity of Fund Lending**

1. The lending of funds made to other companies or enterprises with which the Company has business relations shall be confined to the operating needs of a related party.
2. The Company shall not provide short-term financings to other companies or enterprises except under the following circumstances:
  - (1) Where more than 50% of the equity interest with voting rights of the funding recipient is held directly and indirectly by the Ultimate Parent Company and the recipient is in need of short-term financing in connection with its financial and operational demands.
  - (2) Where a related party is in need of short-term financing in connection with its material-purchasing or operational needs.

**Article 3 : Total Amount of Funds Lending and Limit for Each Recipient**

1. When lending funds to other companies or enterprises with which the Company has business relations, the amount lent to a single recipient shall not exceed the total transaction amount between the recipient and the Company in the most recent year and shall not exceed 40 percent of the Company's net worth as stated in the Company's latest financial statements, and the total amount lent shall not exceed 40 percent of the Company's net worth as stated in the Company's latest financial statements.

When providing short-term financing to other companies or enterprises, the short-term financing amount to a single recipient shall not exceed 40 percent of the Company's net worth as stated in the Company's latest financial statements, and the total short-term financing amount shall not exceed 40 percent of the Company's net worth as stated in the Company's latest financial statements.

The aggregate amount of total funds lent to other companies or enterprises with which the Company has business relations and total short-term financing provided to other companies or enterprises shall not exceed 40 percent of the Company's net worth as stated in the Company's latest financial statements.

2. When a subsidiary of the Company ("Subsidiary") lends funds to other companies or enterprises with which the Subsidiary has business relations, the amount lent to recipients shall not exceed the total transaction amount between the recipient and the Subsidiary in the most recent year and the total amount lent shall not exceed 40 percent of the Subsidiary's net worth as stated in the Subsidiary's latest financial statements.

When providing short term financing to other companies or enterprises, the total short-term financing amount shall not exceed 40 percent of the Subsidiary's net worth as stated in the Subsidiary's latest financial statements.

The aggregate amount of total funds lent to other companies or enterprises with which the Subsidiary has business relations and total short-term financing provided to other companies or enterprises shall not exceed 40 percent of the Subsidiary's net worth as stated in the Subsidiary's latest financial statements.

3. Whenever the Company is a wholly-owned subsidiary of the **Ultimate** Parent Company, lending of funds by the Company to any other foreign wholly-owned subsidiary of the **Ultimate** Parent Company may be exempt from the restrictions prescribed in the preceding two paragraphs, saying that, (1) the amount lent to a single recipient shall not exceed the Company's net worth as stated in the Company's latest financial statements; and (2) the total amount lent shall not exceed the Company's net worth as stated in the Company's latest financial statements.

#### Article 4 : Term of Fund Lending and Calculation of Interest

1. The term of each loan or funding offered by the Company shall not exceed one year, provided however, whenever both of the Company and the funding recipient are wholly-owned subsidiaries of the **Ultimate** Parent Company, the term of lending of funds may be more than one year but shall not exceed 10 years.
2. The interest rate for each loan or funding shall be adjusted variably according to the funding cost of the Company.

#### Article 5 : Procedures for Fund Lending

1. Handling Procedures
  - (1) When lending funds or providing short-term financing to others, the Company's division in charge shall review and submit the proposal for the Board of Directors approval. The Board of Directors may authorize the Chairman to lend in installments or to revolve the credit facility when lending funds to the same party, within a certain amount resolved by the Board of Directors and within one year. The Company shall take into full consideration of each independent director's opinion in the discussion by the Board of Directors, and shall record each independent director's explicit opinion for assent or dissent and reason for dissent in the meeting minutes of the Board of Directors.
  - (2) The Finance Division of the Company shall set up a record book for recording matters relating to fund lending by the Company. After a lending of funds has been approved by the Board of Directors, the Finance Division shall record the details of the entity to which the lending of funds is made, amount, date of approval by the Board of Directors, drawdown date, and matters to be carefully evaluated in accordance with the Operating Procedures in the record book for further inspection.
  - (3) The Company's internal auditors shall audit the procedures of lending of funds to others and the implementation thereof each quarter and prepare a written audit report accordingly. If there is any material violation of the Operating Procedures, the internal auditors shall promptly notify the Board of Directors of the Company in writing.
  - (4) The Finance Division of the Company shall prepare a table listing the lending of funds made or revoked each month in order to facilitate the Company's internal control, tracking, and the making of public announcement and reporting. The Finance Division of the Company shall also evaluate and reserve sufficient allowance for bad debts each quarter, and shall disclose information relating to the lending of funds made by the Company in the Company's financial statements and shall provide relevant information to the Company's external auditing CPA.
  - (5) Where the recipients of the fund lending are not in compliance with the Operating Procedures or the amount of funds lent exceeds the limits set forth in the Operating Procedures as a result of change of conditions, the Finance Division of the Company shall prepare corrective plans and proceed with the rectification as scheduled under the corrective plans.

## 2. Review Procedures

- (1) The company or enterprise which applies for funds shall provide its relevant financial information and specify its intended usages of funds in writing for the Company's review.
- (2) After receiving the application for lending of funds, the Company's division in charge shall investigate and evaluate the necessity and reasonableness of the funding, whether there are direct or indirect business relations between the funding recipient and the Company, the recipient's financial and operational condition, the recipient's ability for repayment of indebtedness and its credit worthiness, profitability, and intended usages of funds. The extents of impact of the Company's aggregate amount of funds lent on the Company's operations, financial conditions and shareholders' equity shall also be taken into consideration, and the division in charge shall then prepare a written report based on its evaluation and submit the report to the Board of Directors for review.
- (3) When lending funds or providing short-term financing to others, the Company shall require the borrower to provide guarantee notes in the same amount of funds lent and if necessary, shall require the borrower to provide personal property or real property as collaterals and to perfect the liens on the collaterals, and the Company shall evaluate quarterly whether the value of the collateral provided is comparable to the balance of the amount of funds lent and shall demand additional collaterals if necessary. With regards to the aforementioned collateral, if the borrower provides guarantee from individual or corporation with considerable financial capability and credit worthiness as a substitute for the collaterals, the Board of Directors may, referring to the assessment report of the division in charge, consider such guarantee and make a decision. In the case of corporate guarantee, it is required to review if the guarantor's articles of incorporation provide that the provision of corporate guarantee is allowed.
- (4) Fire insurance shall be procured for each collateral except for land and securities. The insurance limits shall be in principle no less than the replacement cost of the collateral. Each insurance policy shall designate the Company as the beneficiary and the title, quantity, location and insurance terms of the insured subject on the insurance policy shall be consistent with the original terms and conditions of the lending of funds made by the Company.

## Article 6 : The Follow-Up Control Measures of Funds Lent

1. After each lending has been made, the Finance Division of the Company shall frequently monitor any changes in the borrowers' and guarantors' financial, business and related credit conditions, and any changes in the value of collaterals, and prepare written records of the monitoring results. If there is any significant change, the Finance Division of the Company shall promptly report to the President and related divisions in charge for their timely actions. When the borrower repays its borrowed amount on or before the due date, the relevant guarantee notes shall not be released or relevant liens shall not be cancelled until the borrower has repaid the full amount of principal together with interests accrued.
2. A repayment in cash is required for short-term financing that the Company provides to others and due date is not allowed to be deferred. However, whenever the Company is wholly-owned subsidiary of Ultimate Parent Company, inter-company loans of funds the Company lend to Ultimate Parent Company or non-Taiwanese companies in which Ultimate Parent Company holds, directly or indirectly, 100% of the voting shares cannot be repaid and need to be deferred, its short-term fund lending can be extended, if the extension of the term of fund lending is approved by the Board of Directors before the due date, there is no need for actual cash flow repayment, but when the extension period expires, it should still be repaid in the form of actual cash flow; otherwise the Company may take enforcement actions against the collaterals or guarantors in accordance of applicable laws for recovery.

**Article 7 : Additional Guidelines of Lending Funds to Others**

1. Before lending funds, the Company shall carefully evaluate whether such lending is in compliance with the Operating Procedures and submit the evaluation results to the Board of Directors for resolution, and shall not authorize any other person to make the decision of lending of funds.
2. The Company's internal auditors shall audit the procedures for lending of funds to others and the implementation thereof no less frequently than each quarter and prepare written audit report accordingly. If there is any material violation of the operating procedures, the internal auditors shall promptly notify the Board of Directors of the Company in writing.
3. Where the recipients of the fund lending are not in compliance with the Operating Procedures or the amount of funds lent exceeds the limit as set forth in the Operating Procedures as a result of changes of condition, the internal auditors shall urge the Finance Division to withdraw the excess amount within a specified period and proceed with the rectification as scheduled under the corrective plans.

**Article 8 : Procedures for Controlling Fund Lending Made by Subsidiaries**

1. For a Subsidiary that wishes to lend funds to others, the Subsidiary shall stipulate its operating procedures in accordance with the Operating Procedures and act accordingly.
2. When a Subsidiary lends funds to others, the Subsidiary shall act in accordance with its own "Internal Control Rules" and "Operating Procedures of Fund Lending". The Subsidiary shall also submit to the Company a written report every month summarizing the balance of funds lent, recipients of funds lent, and the term of funds lent in the preceding month by the fifth day of the current month. The internal auditors of the Company shall include the operating specifics of the lending of funds by the Subsidiaries as one of the items to be audited.

If there is any material violation of the Internal Control Rules and/or the Operating Procedures of Fund Lending, the internal auditors of the Company shall promptly notify the Board of Directors.

**Article 9 : Public Announcement and Reporting Procedures**

The Finance Division shall report every month the balance of lending of funds made by the Company and its Subsidiaries in the preceding month by the fifth day of the current month to the Stock Affairs Division of the Ultimate Parent Company - Delta Electronics, Inc. together with the amount of sales revenue for monthly public announcement and reporting within the required time period according to applicable regulations.

**Article 10 : Penalty Provisions**

If any of the Company's managers or personnel in charge violates the Operating Procedures, the person who violates the Operating Procedures will receive penalties commensurate with the severity of such violation according to the Company's working rules.

**Article 11 : Adoption and Amendment**

The Operating Procedures shall be submitted to the meeting of the Board of Directors **and be further submitted to the shareholders' meeting** for approval before implementation. The same procedure shall apply to any amendments to the Operating Procedure

**Delta Electronics (Thailand) Public Co., Ltd. (the "Company")**  
**Operating procedure for transactions of derivative financial commodities**

Version

*March 31, 2020 - version 1 passed by the 2020AGM*

*April 11, 2024 – amendment passed by 2024AGM*

1. Forward

This procedure is hereby established as basis for effective control of revenue and expenditure, assets and liabilities of the Company in order to lower the risks of foreign exchange and interest rate fluctuations. Thus, enables the Company to increase its business competitiveness and to ascertain its control of various transactions of financial commodities.

2. Principles and courses

2.1 Type of transaction

Allow to engage in derivative financial commodities, including forward, option, future, interest or exchange rate swaps, bond outright purchase with purchase/sale terms for repurchase, including combination of the above-mentioned commodities to form combined contracts, etc. Currently, the scope of operation for the Company to engage in derivative financial commodity is mainly limited to the use of long-term foreign exchange, options, interest or exchange rate swap, bond outright purchase with purchase/sale terms for repurchase. If other commodities are to be engaged, prior approval of the Chairman of the Board of Directors has to be obtained.

2.2 Management and hedging strategies

The objective of derivative financial commodities transactions should be hedging. The selected commodities should be able to protect against losses from business dealings of the Company. In addition, high attention should be paid in the selection of trading parties. To the extent possible, the Company should select the trading parties from the bankers who have ordinary dealings with the Company to prevent the Company from credit risks. Prior to the foreign exchange operation, the nature of transaction must be clearly defined as basis of bookkeeping whether it is hedging or financial operations to seek investment yield through financial operations, etc.

2.3 Definitions of authority and responsibility

2.3.1 Funds Management Department: Funds management is the key to the exchange control system. From gathering foreign exchange market information; judging tendencies and risks; familiarizing financial commodities, laws and regulations as well as techniques of operation, etc. Funds Management Department must be able at any time to analyze and provide sufficient and timely information to the management as well as the departments of sales, purchasing, accounting and treasury, etc. for reference. Funds Management Department shall receive orders from the Chief Financial Officer to authorize control of foreign exchange position and to hedge foreign exchange risks based on the Company's policy.

2.3.2 Accounting Department: The Accounting Department controls the foreign exchange position of the Company as a whole. The Accounting Department shall calculate realized foreign exchange position and foreign exchange position that tend to occur in the future in order to enable the Accounting Department to



establish exchange rate for bookkeeping and to fix income and cost without affecting core performance. The forecast and yield of position must rely on the information provided by the purchasing and sales departments. The accuracy of the forecast is vitally important to the control of the FX position.

## 2.4 Transaction limit

- 2.4.1 Hedging transaction limit; Take the whole exposure as basis in executing the hedging to achieve the goal of risk free with consideration to the prevailing actual situation. In case the limit is exceeded, approval of the Chairman is required to proceed.
- 2.4.2 Special purpose trade limit: Special purpose trading limit shall be confined to capital expenditures, corporate bonds, and long-term investments and the actual amount of such transactions is used as the maximum hedging amount.
- 2.4.3 Others: The trading limit, stop-loss limit, and authorized limit for other trades which does not belong to the two foregoing categories, prior approval of the Chairman of the Board of Directors has to be obtained.

## 2.5 Achievement evaluation

### 2.5.1 Hedging transaction

- 2.5.1.1 Based on the size of FX position to set the profit and loss target of FX. This target must be included in the achievement evaluation with regular review.
- 2.5.1.2 The FX personnel shall do their best to achieve the fixed financial commodity category and foreign exchange rate and use them as basis of achievement evaluation.

### 2.5.2 Setting of loss limits:

#### 2.5.2.1 Hedging trade:

- 2.5.2.1.1 After a trading position has been established, a stop-loss spot must be set to prevent over-limit losses. The stop-loss spot shall not exceed 10% of the trading contract amount.

If the loss amount exceeds 10% of the trading amount, such event shall be immediately reported to the Ultimate Parent Company's Treasury Head for discussion of necessary counter measures.

- 2.5.2.1.2 The loss amount for each trading contract shall not exceed 10% of the contract amount.

- 2.5.2.1.3 After a trading position has been established, a clear stop-loss exchange rate and interest rate shall be set based on 10% of the amount shown on the trade approval sheet. The stop-loss exchange rate and interest rate shall be recorded in the trade approval sheet and approval for the transaction shall be obtained in accordance with the authorized limit table. Market fluctuations must be monitored constantly so long as a position is held; if the exchange rate or interest rate reached the stop-loss spot, stop loss measures must be immediately implemented.

### 2.5.2.2 Special purpose trade:

Special purpose trade is used to hedge risks for definite purpose, and there must be specific corresponding hedge positions. In principle, a special purpose trade shall not be early terminated.

## 3. Operation procedure

### 3.1 Authorized limit

All current transactions (including hedging trades and special purpose trades) are subject to the authorized limit. The authorize limit is based on the growth of Company earnings and the variation of risk position. The Authorized Limit shall become effective after obtaining the Board of Directors approval. The revision(s) to the Authorized Limit, if any, shall be approved by the Board of Directors.

	Upper Limit of Single Transaction	Upper Limit of Total Daily Amount
CEO	US\$ 20,000,000	US\$ 80,000,000
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In order to enable the authorization of the Company to match with the relative supervision and control of the bank, the Authorized Limit, the operation and the hedging strategy must be known to the bank. If there is any change, the bank should be informed in order to make adjustments. The Company shall request the bank to continue execute existing provisions and to control and supervise the Company's operations and positions based on the authorized limit table.

### 3.2 Organization of execution

Because of the special characteristics of financial derivative commodities transactions, such as the rapid changes, substantial amount, frequent trading, and complexity of calculation, the tasks of trading and control must be handled by the highly trained professionals. Therefore, the trading of financial derivative commodities must be handled by those fund management staff authorized by the CFO.

4. Handling of Accounting Department: The Company and its subsidiaries use the market approach to measure their assets and liabilities that are required to be measured at fair value by relevant financial reporting standards TFRS9, except that the cost approach or income approach is used when there is no active market or when a quoted market price is not available.

## 5. Internal control system

### 5.1 Risk management measures

5.1.1 Consideration of credit risks: The trading partners are limited to the banks that have dealings with the Company and are able to provide professional information.

5.1.2 Consideration of market risks: The main market is over-the-counter of bank. The Company shall not take futures into consideration at this moment in time.

- 5.1.3 Consideration of liquidity: To ensure liquidity, the trading bank must have sufficient equipment, information and trading ability as well as the ability to trade at any given market.
  - 5.1.4 Consideration of operation: All related parties must precisely obey the authorized limit, operating procedure to avoid operational risks.
  - 5.1.5 Legal risks: All documents that are required to sign with the banks must be examined by the legal department to avoid legal risks.
  - 5.1.6 Commodity risks: Internal trading personnel and the counter party of the bank must possess complete and accurate professional knowledge. In addition, the Company shall request the bank to divulge risks sufficiently to avoid damages caused by misuse of financial commodities.
  - 5.1.7 Cash delivery risks: The authorized trader should also pay regular attention to the foreign currency cash flow of the Company in addition to strict compliance with the stipulations of the authorized limit table, in order to ensure there is sufficient cash for delivery.
- 5.2 Internal control
- 5.2.1 Trading personnel shall not concurrently serve as confirmation and settlement personnel.
  - 5.2.2 Traders should hand over trading evidences or contract to the bookkeeper to record.
  - 5.2.3 The bookkeeper should make regular verifications, account balances with correspondent banks or request for bank statements.
  - 5.2.4 The bookkeeper should regularly check whether the total turnover exceeds the net position of foreign currency asset, liability and commitments.
  - 5.2.5 The Treasury Department shall assess the profit/loss status based on the final posted daily exchange rates and produce a report thereof at the end of each month. The Funds Management Department shall submit such report to the Ultimate Parent Company's Treasury Head.