國泰綜合證券股份有限公司 國際證券業務分公司 Cathay Securities Corporation Offshore Securities Unit

受託買賣外幣有價證券及外幣金融商品 開戶契約書

Contract for Account Opening Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) (offshore securities unit)

〈自然人範本〉

境內自然人必須提供總資產大於台幣 3000 萬以上之財力證明,經估算符合專業投資人資格後始可開立,境外自然人則無此限制。

★ 開戶書及附件之所有日期欄位,皆由國泰證券經辦人員統一蓋 上系統實際建檔日,而非客戶填表日期,填寫時請協助欄位留白。

帳號	Account Number:					
姓名	Account Number:		高嘉揚		_	
開戶	日期 Account openir	ng date:	_年(year)	_月 (mon	th)	日 (day)

	開戶身份	應備文件
	國內自然人	 身分證正本、影本留存 第二證件正本、影本留存(護照、駕照、健保卡) 往來印鑑 被授權人(如有委任授權下單時),身份證正本、影本留存
	國外自然人	 外僑居留證或護照正本、影本留存 其他身分證明文件正本、影本留存 往來印鑑 被授權人(如有委任授權下單時),身份證正本、影本留存留存
	未成年	 戶口名簿/戶籍謄本(近三個月內) 第二證件正本、影本留存(護照、駕照、健保卡) 往來印鑑 法定代理人(父母雙方),身份證及第二證件(護照、駕照、健保卡)正本、影本留存 身分證正本、影本留存
開戶應檢附文件	境內法人	 公司設立或變更登記表正本、影本留存 稅捐機構發給之設立扣繳單位編配統一編號通知單影本留存 (若屬營利事業得免檢附上開通知單影本) 公司章程正本、影本留存 股東名冊(如登記表股數未完全揭露應提供) 負責人雙證件(身分證、第二證件正本、影本留存) 被授權人身分證正本、影本留存 經濟部大小章
	境外法人	1. 公司註冊證書 2. 公司章程 3. 董事名冊 4. 股東名冊 5. 法人註冊地之當地註冊機關半年內簽發存續證明書 6. 董事會議紀錄(公司董事僅一人者,得無須徵提) 7. 負責人雙證件(身分證、第二證件正本、影本留存) 8. 被授權人身分證正本、影本留存 9. 公司章
	財團及社團法人	 法人登記證(地方法院核發) 統一編號編配通知單(國稅局核發之稅籍編號) 理事長身份證正本、影本留存 法人圖記及董(理)監事印鑑 被授權人身分證正本、影本留存

委託人身分證、外僑居留證或護照及他種可資證明身分之文件影本

Photocopy of the principal's ID card, Alien Resident Certificate (ARC) or other documents as evidence of identity (委託人應提示證件正本以供核對) (The principal should provide the original copy for inspection)

正面黏貼處 Front page attached here





被授權人身分證或外僑居留證影本

Photocopy of Authorized Party's ID card or Alien Resident Certificate (ARC)

(被授權人應提示證件正本以供核對) (Authorized Party should provide the original copy for inspection)



★客戶所提供的證件影本,只能標示「<u>僅供</u> 國泰證券開戶使用」。

委託人為法人者,應檢附法人登記證明文件、合法之授權書並交付影本留存。請另行浮貼於本頁首。 If the principal is a juristic person, it is necessary to attach the photocopy of the registration document and Letter of Authorization to the front of this page.

銀行存摺封面影本 (請浮貼) Photocopy of the cover of the bank passbook (attach here)

外匯存款交割帳戶 Foreign Currency Deposit/Settlement Account

匯款指示書請加蓋原留印鑑

國泰綜合證券股份有限公司領用紀錄(受託買賣外幣有價證券及外幣金融商品)

Record of Receipt for Cathay Securities Corporation(Brokered Trades in Foreign Securities and Foreign Financial Products(OSU))

※契約重要內容告知事項:Disclosure Statement:

※契約重要內容告知事項:Disclosure Statement:
本人(委託人)向 貴公司申辦開立受託買賣外幣有價證券及外幣金融商品帳戶前,就開立帳戶的各項重要權益,業經貴公司佐以書面提供方式為解說,本人明確知悉相關內容,並同意自行保存本項重要權益說明備查。
Before I (as the principal) apply to your company and open the account for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU), I have been informed by your company in writing of all the important rights associated with account opening. I am fully aware of the relevant contents and agree that I will retain the explanations about these important agree that I will retain the explanations about these important rights for reference.

※本人(委託人)瞭解 貴公司製發之密碼可共用於所有業務之電子式交易,倘本人曾於 貴公司領取過密碼,本次開立受託買賣外幣有價證券及外幣金融商品帳戶將不再領取密碼條。

I (as the principal) understand that the password issued by your company can be used for all electronic transactions across all services. If I have received a password from your company, I will not receive another password slip for this account opening for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU).

本人茲此聲明已知悉並領受以下文件:

I hereby declare that I understand and have received the following documents:

- ☑新領電子密碼條 New password slip
- ☑風險預告書 Risk Disclosure Statement
- ☑高齢客戶重要事項告知書 Important Matters for Elderly

領用日期 Date of receipt:

Account Number 名 姓 Account Name 高嘉揚 客戶簽章 Customer's signature

高嘉揚



國泰綜合證券股份有限公司	法人印鑑卡	■國泰綜合證券	、股份有限公司	1	印鑑卡		
Cathay Securities Corporation	Juristic person Seal Card	Cathay Securi	ties Corporatio	on	Seal Card		
受託買賣外幣有價證券及外幣金融]	商品	受託買賣外幣	序有價證券及外	外幣金融商品			
Brokered Trades in Foreign Securities	and Foreign Financial	Brokered Trac	les in Foreign S	Securities and Foreig	n Financial		
Products(OSU)	C	Products(OSU	J)				
帳號 Account Number:		☑委託人 Prir	■ ● 委託人 Principal □受任人 Authorized Party				
户名 Account Name:		帳號 Account ?	Number:		-		
右列印鑑		戶名 Account 1	Vame:高嘉揚				
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式有效		右列印鑑					
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註銷日期 Data of cancelation:		啟用日期 Data	of initial use:	1			
經辦 Clerk: 主	管 Manager:		of cancelation:				
		經辦 Clerk:		主 管 Manager	:		

客戶基本資料黏貼處 Attach Customer's Basic Data

請加蓋騎縫章 Seal affixed across pages

壹、客戶基本資料 I. Customer's Basic Data

一、基本資料 1. Basic Data(紅色:必填欄位,藍色:視實際情況填寫)

一、基本資料	丨 1. Basic Data(紅色	:必填欄位,藍	色:	見實際情況填	寫)			
委託人姓名 Principal's name				高嘉揚				
出生年月日(營利事業核准設立日期) Date of birth (Data of incorporation for a for-profit enterprise)				81 年 Year	/	4月 Month	/	8日 Day
身分證字號/統一編號/護照/居留證號碼/稅籍編號 ID No./GUI No./Passport No./ARC No./Tax file No.				R121246800				
户籍地址 Household registration address 台北市大安區虎嘯里9鄰敦化南路				35 號 6 樓				
通訊地址 Correspondence address ☑ 同戶籍地址 Same as household registration address								
住宅電話 Home telephone	02-27125888	行動電話 Mobile phone	098	0-555-666	公司電話 Company phone 02-23		2-23269888	
* If the phone nur	*若填寫非台灣電話,請填寫國碼,例如香港+852、美國+1、新加坡+65。 *If the phone number is not a Taiwanese one, please provide the country code (e.g., +852 for Hong Kong, +1 for the U.S. and +65 for Singapore).							
E-mail kao 0 4 0 8 @ g m a i 1 · c o m								
職業 Occupation	出版業	服務機關 Organization	1	百閱圖書		職稱T	itle	總經理
指定外幣 帳號資料	英文戶名 English account name	KAO,CHIA-YANG						
(限本人帳號)	帳戶號碼	國泰世華銀行		敦化分行, 帳號:212503897978		78		
Designated foreign-currency	Account number	Bank	Branch, Account Number:					
account (Customer's	SWIFT code	艺 右中問行,善務必值官						
account only)	中間行 Intermediary Bank			-				

※客戶申請出金時,如欲撥轉至上述以外之帳戶,須先向本公司辦妥「新增」指定出金帳戶之手續,本 公司始得受理申請。

If the customer would like to transfer funds to other accounts (i.e., not the account above), it is necessary to apply and set up another designated account with our company in advance.

您是否為 美國人士 Are you a U.S. person?	1.美國公民 US citizen □是 Yes ☑否 No 2.持有美國綠卡 US green card holder □是 Yes ☑否 No 3.通過居留測試之美國稅務居民 U.S tax resident who have passed the substantial presence test□是 Yes ☑否 No 4.美國註冊之公司 Company registered in the U.S. □是 Yes ☑否 No 註 1:「通過居留測試」係指符合以下條件:(A)當年度在美國境內停留≥31 天;且(B)(當年在美國境內停留天數*1+去年在美國境內停留天數*1/3+前年在美國境內停留天數*1/6) ≥ 183 天。 Note 1: Substantial presence test requires both of the following: (A) present in the U.S. for at least 31 days in the current year; and (B) (number of days present in the U.S. in the current year*1+ number of days present in the U.S. in the prior year*1/3+ number of days present in the U.S. in two years prior*1/6)≥183 days 註 2:倘您勾選上述任一項目為「是」,則您具有美國稅務居住者身分,請另填 W-9 表格及 FATCA 申報同意函。 Note 2: If you are a tax resident of the United States, please fill Form W-9 and FATCA Consent Form.					
國籍 Nationality	☑台灣 Taiwan; [」其他 Others	S			
英文名稱 (同護照) English name (as shown on passport)	KAO,CHIA-YANG *若境外公司免填 No need to provide if the company is offshore 性別 Sex □女 Female				· •	
工作地點 Work location	□同通訊地址 Same as correspondence address ☑北北基 Taipei City, New Taipei City or Keelung □桃竹苗 Taoyuan, Hsinchu or Multiple Taichung, Changhua or Nantou □ □ 東喜內 Yunlin, Chiavi or Taina				or Tainan	
緊急連絡人 Emergency contact	莊秀綾	聯絡電話 Phone number	0912-777-888 (請填與開户人不同之電話 A different number from the account opening customer)	與開戶人關係 Relation with the account opening customer		配偶
法人機構 代表人姓名 Name of the juristic person representative	代表人身分證字號 ID number of the representative					
買賣報告書、 對帳單及通知 函領取方式 Collection method for transaction reports, statements and notices	✓ 郵寄通訊地址 Correspondence address for post 郵寄戶籍地址 Household registration address for post ※注意事項:Matters of attention: 1.採郵寄方式時,若嗣後委託人地址有申請變更時,對帳單郵寄地址除經特別聲明外一併變更之。 If the postal method is selected and the principal subsequently requests a change of address, the postal address shall be changed unless otherwise specified. 2.上述約定之領取方式,如遇法令修正或本公司另有其他規範時,則改依修正後規範作業。 In case of law amendments or the Company's other requirements regarding the above agreed method of collection, the amended regulations shall apply.					
開戶營業員 Salesperson/ broker	son/ ☐ 指定營業員 Assigned 008					

二、課稅身	分別 2. Tax Residence ★以下僅為範例,開戶時請客戶依實際狀況勾選
稅別	身分說明(請勾選一項))
Tax status	Identification (Please select one)
免稅 Exemption	□ 1. 中華民國境內之政府機關(所得稅法第 4 條) Government agency in the R.O.C. (Article 4 of the Income Tax Act) □ 2. 教育文化公益慈善機關或團體,係以合於民法總則公益社團及財團之組織,或依其他關係法令,主管機關登記或立案成立者為限(所得稅法第 4、11 條) Educational and cultural organization or charity incorporated as educational, cultural, public welfare and charitable organizations or institutions under the General Principles of the Civil Code, or registered or established in accordance with other relevant laws (Article 4 and Article 11 of the Income Tax Act) □ 3. 中華民國境外之個人、法人或政府機關 Natural person, juristic person or government agency outside the R.O.C. (限於利息及結構型商品交易之所得;國際金融業務條例第 22-7 條) (Only applicable to interest income and income derived from structured product transactions; Article 22-7 of the Offshore Banking Act)
應稅 Taxable	 ✓ 1. 中華民國境內居住之個人(所得稅法第 14-1、88 條) Natural person residing in the R.O.C. (Article 14-1 and Article 88 of the Income Tax Act) □ 2. 中華民國境內經營之營利事業(所得稅法第 3 條) Profit-seeking enterprise in the R.O.C. (Article 3 of the Income Tax Act) □ 3. 中華民國境內無固定營業場所或營業代理人之國外營利事業(所得稅法第 88 條) Foreign profit-seeking enterprise without a fixed business premise or a sales representative in the R.O.C. (Article 88 of the Income Tax Act) □ 4. 中華民國境外之個人、法人或政府機關,利息及結構型商品交易以外之所得Individual, juristic person or government agency outside the R.O.C. applicable to incomes other than interest income and income derived from structured product transactions (國際金融業務條例第 22-7 條) (Article 22-7 of the Offshore Banking Act)
	務條例第22-7條國際證券業務分公司經營國際證券業務支付金融機構、中華民國境外 或政府機關利息及結構型商品交易之所得時,免予扣繳所得稅。

Article 22-7 of the Offshore Banking Act: Interest income from offshore securities business operated by offshore securities units and income derived from structured product transactions to financial institutions, natural persons, juristic persons and government agencies outside the territory of the ROC and, shall be exempt from income tax withholding.

三、FATCA 身分註記(具美國指標應填具以下欄位)★以下僅為範例,開戶時請客戶依實際狀況勾選

5. FATCAID (Please IIII III the Ionowing	columns if you have 0.5. Thuic	ia)
您是否為美國人士 Are you a U.S. person? □是 Yes	☑否 No	
※ 本人確認於開戶契約書基本資料所	是供資訊正確無誤,並同意由	貴公司自動更新本人原於
貴公司登記之相關資料。本人保證,	听提供的任何資料如有變更, 。	會於三十日內主動通知
貴公司。		
I confirm the accuracy of the basic of	lata I have provided in the con	tract for account opening. I
consent that you may automatically	update any relevant data I hav	e registered with you. I
guarantee that I shall inform you wi	thin 30 days of any change to t	he information I have
provided.		
美國護照號碼(自然人)	美國稅籍編號	美國電話
U.S. passport number (natural person)	Tax identification number	U.S. phone number
美國地址 U.S. address		郵遞區號
□同上開基本資料所填之永久/註冊地址	E Same as permanent/registration	ZIP Code
address above		

貳、客戶自填徵信資料表

*請客戶依實際狀況勾選

II. Credit Data Provided by Customer

一、基本資料:
1.Basic data:
有無退票紀錄 History of Record of Bounced Checks:
□ 有 Yes □ 無 No
(評估單日買賣額度達美金 100 萬元以上之境內客戶,應向票據交換所查詢票據退票資料
The assessment on a customer within the R.O.C. with a daily transaction limit of US\$1 million
or above requires inquiry with Taiwan Clearing House for Record of Bounced Checks.)
開戶原因 Reason for account opening:
□ 長期投資 Long-term investment □ 資金運用 Capital utilization
□ 其他 Others
有無在其他證券商開戶 Any account with other securities firms:
□ 有 Yes □ 無 No
二、資產狀況:
2.Assets:
個人年收入(公司年營業收益)Annual person income (company's annual revenue):
□ US\$10 萬以下 Below US\$100,000
□ US\$10 萬至 US\$20 萬 US\$100,000 to US\$200,000
□ US\$20 萬以上 Above US\$200,000
個人(公司)財產總值 Person (corporate) assets in total:
□ US\$20 萬以下 Below US\$200,000
□ US\$20 萬至 US\$100 萬 US\$200,000 to US\$1,000,000
□ US\$100 萬以上 Above US\$1,000,000
資金來源 Capital sources:
□ 自有 Own money □ 親友 Friends and relatives
□ 借貸 Borrowings □ 其他 Others
三、投資經驗:
3.Investment experience:
個人(公司)投資經歷 Personal (company) investment experience:
□ 新開戶 New account □ 1 年以下 Less than one year □ 1 年至 2 年 One to two years
□ 2 年至 5 年 Two to five years □ 5 年以上 More than five years
個人(公司)投資期限 Personal (company) investment frequency:
□ 短期 Short term □ 中期 Medium term □ 長期 Long term □ 不定期 Ad-hoc
個人(公司)交易頻率 Personal (company) trading frequency:
□ 每日 Daily □ 每週 Weekly □ 每月 Monthly □ 每季 Quarterly
□ 半年 Semi-annually □ 1 年以上 More than annually

The legal representative (parent) shall sign in person and note the relationship if Contract Party is minor.

參、應告知事項 III. Required Disclosure

【一】契約重要內容告知事項

[1] Disclosure Statement

親愛的客戶,您好:

歡迎您在本公司開立受託買賣外幣有價證券及外幣金融商品帳戶,在您辦理開戶之前,本公司特別要提醒您以下一些注意事項,這些內容與您的權益有重要的關係,請您務必仔細的閱讀,假如有不清楚的地方,也請您向服務人員洽詢,我們會非常樂意為您解說:

Dear Customer:

Welcome to open an account with our company for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU). Before your account opening, we would like to remind you of the following matters of attention. Please kindly read these contents carefully as they are important to your rights. Please contact our service person if you are unclear about anything. We are more than happy to explain to you.

- 一、 您在本公司完成開戶手續以後,就可以以契約約定的方式,委託本公司買賣外幣有價證券及 外幣金融商品。
- 1. Once you have completed the account opening procedures, you may authorize our company under the contract to buy/sell securities and financial products denominated in Foreign Currency.
- 二、關於委託買賣、交割等相關事宜,假如您需要委託代理人來幫您處理時,必須要由您出具授權書,載明代理人的資料以及有權代理的範圍,並且要留存代理人印鑑卡或簽名樣式卡。
- 2. If you would like to authorize a representative to handle trading instructions and settlements on your behalf, it is necessary for you to issue a letter of authorization by specifying the data about the representative and the scope of authorization and provide the seal/signature specimen of the representative for recordkeeping.
- 三、如果您要辦理印鑑變更作業,或者是要註銷在本公司的受託買賣外幣有價證券及外幣金融商品帳戶時,請您於營業時間內親自攜帶身分證明文件、原留印鑑來本公司辦理即可。
- 3. If you would like to change the seal or cancel your account with our company for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU), please kindly visit our company during business hours with your ID certificate and original seal.
- 四、為了保障您交易的安全,請您務必妥善保管個人存摺、印鑑及各類密碼(含個人密碼及電子 憑證)。一旦發生所持有之印鑑及各類密碼不慎遺失、滅失或被竊等情事時,請立即在營業 時間內親自攜帶身分證明文件、原留印鑑來本公司辦理。
- 4. To protect your trading security, please safekeep your passbook, seal and passwords (including PINs and digital certificates). If your seal or any password is lost, damaged or stolen, please immediately bring your ID certificate and original seal to our company during business hours to handle the matter.
- 五、此外,提醒您特別注意,本公司之所屬員工(含營業員)依法不得保管您的印鑑、款項、存 摺或有價證券,或與您有金錢或股票借貸或代客操作之情事,如果發現這種情況,請您立即 告訴本公司。
- 5. You are cordially reminded that our employees (including sales people) are not legally allowed to safekeep your seal, funds, passbook or securities, lend money to you or borrow from you or engage in discretionary trading with your account. Please immediately inform our company if you have identified any of these circumstances.
- 六、 本公司接受您委託買賣外幣有價證券及外幣金融商品,所會收取之金額包含下列款項:
- 6. When accepting your instruction to buy/sell securities and financial products denominated in Foreign Currency, the funds we collect from you includes the following:
 - 1.有價證券成交價金。

Consideration for the securities

- 2.本公司受託交易手續費:本公司接受您委託買賣所生之交易手續費。
- Our transaction fees: our service charges for processing your transaction
- 3.代收代付手續費及其他費用(可能包含但不限於以下費用項目):

Collection of fees and other expenses (including but not limited to the following):

(1)上手機構交易手續費:透過複受託金融機構買賣外幣有價證券及外幣金融商品所生之交易手續費,由本公司代為向您收取。

Trading fees charged by brokers: We collect brokerage fees when acting as a sub-broker for Trading of Securities and Financial Products Denominated in Foreign Currency.

(2)外國證券交易市場之稅捐或規費:包含各類可能之交易稅、印花稅、資本利得稅、股利稅、交易所費用及集保費等。

Taxes and regulatory fees charged by overseas securities exchanges: including all possible transaction taxes, stamp duties, capital gain taxes, dividend taxes, exchange fees and depository and clearing fees.

- (3)保管費及各項雜費:包含保管機構保管費及各類可能之存撥券手續費、匯費等。 Custodian fees and miscellaneous expenses: This includes fees to custodian institutions and all processing and remittance charges for deposits and securities.
- (4)相關交易市場收費請參閱官網訊息。

Please refer to our official website for information on relevant fees for different exchanges.

- 七、您與本公司間有關受託買賣外幣有價證券及外幣金融商品應收應付之交割款項及費用,得以 雙方合意指定之外幣為之,並得以雙方合意之金融機構開立之外匯存款帳戶存撥之,或由本 公司直接將外幣匯至您於各證券市場所在地指定之金融機構辦理其交割結匯事項。
- 7. The funds and fees payable and receivable for settlement of the Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) you instruct our company to buy/sell may be conducted in the Foreign Currency and via the Foreign Currency deposit account with a financial institution agreed by you and our company or transferred in Foreign Currency directly by our company to your designated financial institutions in individual securities markets for settlement and remittance.
- 八、您於本公司完成下單後,應如期完成履行交付交割代價或交割證券,否則即為違約,本公司 必須依規定於外國證券市場處理本公司因代辦交割所受之證券或代價,處理所得抵充您應付 之債務及費用後,倘仍有不足,本公司得向您追償,另本公司並得向您收取按成交金額之百 分之二之違約金。
- 8. After you have placed an order with our company, you should complete the delivery of the consideration or the security as scheduled. If not, it will be deemed as default. In this instance, our company must act according to rules and dispose of the security or consideration that we have received under your instruction in the overseas securities market and use the proceeds to offset your due liabilities and expenses. If this is not sufficient, our company may claim the outstanding amount from you. In addition, we may charge 2% of the transaction amount as default penalty.
- 九、有價證券買賣屬於投資交易行為,建議您在從事交易之前,審慎評估您的財務能力以及風險 承擔能力。
- 9. The transaction of securities is an investment activity. You are advised to carefully evaluate your financial capacity and risk-taking capability before conducting any transaction.
- 十、本公司提供受託買賣服務,並沒有受存款保險及保險安定基金或其他相關保護機制之保障。
- 10. We provide services of brokering trades and we are not covered by deposit insurance, Insurance Guaranty Fund, or other protection mechanisms.
- 十一、再次提醒您於簽約前務必詳閱本公司開戶契約之條款暨各項風險預告書之內容,若您對本公司提供受託買賣服務有任何疑義、或者是對本公司的服務有申訴的需求時,可洽原服務人員或客服專線

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11. You are kindly reminded again to carefully read in detail the clauses of our account opening contract and the contents of all risk disclosure statements before contract signing. If you have any questions about the services of brokering trades or would like to complain about our services, you may reach out to your original service contact or call our customer service hotline at 0809-080-288.

感謝您的愛護,也謝謝您的審閱,國泰綜合證券關心您。

Thanks for your business and review. Cathay Securities Corporation are here for you.

【二】 人頭戶應負擔之法律責任暨相關告知事項

[2] Legal Liabilities of Surrogate Accounts and Required Disclosure

- 證券市場所謂之人頭戶,實務上多是指股票投資人使用他人名義在證券商開戶,或利用他人已開立之帳戶買賣有價證券,由於人頭戶本人往往因缺乏相關法律常識,而同意將帳戶借給他人使用,因而會面臨以下之風險及民刑事之法律責任:
- In practice, dummy accounts in the securities markets usually refer to the accounts opened by investors to trade in other people's names or use the accounts established by others for trading. As dummy account owners often agree to allow others to use their accounts due to a lack in legal literacy, they are subject to the following risks and legal liabilities under the Civil Code and the Criminal Code.
- 一、發生違約交割時之法律責任:投資人若欲於集中交易市場買賣有價證券,應與證券商簽訂受 託買賣契約,另如需以融資融券買賣股票時,還需與證券商或證券金融公司簽訂融資融券買賣 契約。因此,若將帳戶借給他人使用, 日後發生違約交割、融資融券擔保維持率不足不補繳 差額或期限屆滿未為清償等情事,證券商或證券金融公司即可向帳戶名義人求償。
- 1. Legal liabilities due to default in settlement: If an investor would like to buy/sell securities on an exchange, it is necessary to sign a contract of brodered trades with a securities broker. If margin trading is needed, it is required to sign an agreement with a securities broker or a securities finance company for borrowing of funds/securities. If you allow others to use your account, the securities broker or the securities finance may claim to account owners in event of settlement defaults, overdue payments to cover insufficient maintenance ratios of margin trading or repayments after deadline.

- 二、從事不法行為之連帶賠償責任:使用人頭戶者若從事股價操縱、內線交易或偽作買賣等不法 行為時,人頭戶本人有可能需與借用人共負連帶賠償責任。
- 2. Joint liabilities for damages due to illegal acts: If the user of a dummy account is engaged in illegal activities such as share price manipulation, insider trading or false transactions, the owner of the dummy account may be jointly liable for damages with the account user.
- 三、面對不能開戶或不能委託買賣之風險:若將帳戶借給他人使用而發生違約交割情事,除非已結案或雖未結案但已屆滿5年期限,否則不得再開戶或委託買賣。另若帳戶使用者從事不法行為,經檢察機關起訴尚在審理中,或經法院判決有罪未滿5年亦不能開戶或委託買賣。
- 3. Risks of being unable to open accounts or instruct trading: In event of settlement default by the user of a dummy account, the owner of the dummy account cannot open another account or instruct trading unless the case has been closed or remained outstanding for five years. If the user of a dummy account is engaged in illegal activities and the case has been brought by prosecutors and is still under trial, the owner of the dummy account cannot open another account or instruct trading for five years if found guilt by the court.
- 四、若使用者利用人頭帳戶從事操縱股價、內線交易或偽作買賣等不法行為而涉有刑事責任時,如人頭戶本人知悉且將帳戶借給他人使用或與帳戶使用者有犯意聯絡情形,即可能會成立幫助犯或共同正犯,遭起訴或被法院判刑。如涉及洗錢者,則人頭戶本人亦可能觸犯洗錢防制法之規定,需擔負相關刑事責任。至於人頭戶使用者利用人頭戶為犯罪工具從事不法行為,除應負相關刑事責任外,若該不法行為構成侵權行為時,亦需依法負民事損害賠償責任,故本公司提醒投資人,不要將帳戶借予他人使用,以免觸法。
- 4. When the user of a dummy account is engaged in illegal activities such as share price manipulation, insider trading or false transactions and is legally liable under the Criminal Code, the owner of the dummy account may become an accessory or a joint principal offender, be prosecuted or sentenced by the court if he/she is aware and allows others to use the account or have joint criminal intent with the account user. If money laundering is involved, the dummy account owner may violate the Money Laundering Control Act and shall be liable under the Criminal Code. If the dummy account user uses the dummy account as a criminal vehicle for illegal acts, he/she will be liable under the Criminal Code. If such an illegal act constitutes infringement of rights, there is also liability for damages under the Civil Code. Therefore, we remind investors not to allow others to use their accounts to avoid breach of laws.

【三】 個人資料保護法之應告知事項

[3] Disclosure required by Personal Data Protection Act

- 一、親愛的客戶您好,由於個人資料之蒐集,涉及您的隱私權益,國泰綜合證券股份有限公司(以下稱「本公司」),在現在已(或將來可能)依法得經營之營業項目範圍及所涉業務執行之必要範圍內(但仍以您實際與本公司往來之相關業務為準),而有必要直接或間接蒐集、處理、利用及/或國際傳輸客戶個人資料,為符合個人資料保護法下個人資料之合理使用,本公司茲請求您協力遵循相關規定,並於向您蒐集個人資料時,依據個人資料保護法(以下稱「個資法」)第八條第一項及第九條第一項規定,應向您明確告知以下事項:(一)非公務機關名稱、(二)蒐集之目的、(三)個人資料之類別、(四)個人資料利用之期間、地區、對象及方式、(五)蒐集個人資料之來源、(六)當事人依個資法第三條規定得行使之權利及方式、(七)當事人得自由選擇提供個人資料時,不提供將對其權益之影響。倘您屬依法應置法定代理人/輔助人/或其他具有代表權限之人者,本公司因此有與各代表人為必要之接觸、磋商或聯繫行為等,故亦請各有權代表之人詳閱下列告知內容:
- 1. Dear Customer,
 - The collection of personal data involves your privacy and rights. Cathay Securities Corporation ("our company") may (or in the future) directly or indirectly gather, process, use and/or transmit internationally the customer's personal data in accordance with laws within the scope of business and as required by conducting business (still based on your dealings with our company). To ensure the reasonable use of personal data under the Personal Data Protection Act, we kindly request you to collaborate and comply with the relevant regulations. When we collect personal data from you, Paragraph 1 of Article 8 and Paragraph 1 of Article 9 under the Personal Data Protection Act require our company to specifically inform you of the following: (1) name of the non-government organization; (2) purpose of collection; (3) types of personal data; (4) period, region, objects and methods for use of personal data; (5) sources of personal data collected; (6) data subject's rights and methods to exercise such rights according to Article 3 of the Personal Data Protection Act; (7) the impact on the data subject's rights when he/she choose not to provide personal data. If you are legally required to assign a representative, an assistant or other authorized representative, it is necessary for our company to contact, discuss or communicate with these representatives. Hence, all

the authorized representatives are asked to read in detail the following contents:

- 二、有關本公司蒐集客戶個人資料之目的、類別及個人資料利用之期間、地區、對象及方式等內容,詳如下述:
- 2. Our company's purpose of collecting the customer's personal data; types of personal data; periods, regions, subjects and methods of use of personal data are detailed below:

 (一) 蒐集之目的:
 - (1) Purposes of collection

「020 代理與仲介業務」、「022 外匯業務」、「030 仲裁」、「036 存款與匯款」(自動授扣、匯款)、「037 有價證券與有價證券持有人登記」、「040 行銷(包含金控共同行銷業務)」、「044投資管理」、「059 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」、「060金融爭議處理」、「061 金融監督、管理與檢查」、「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」、「068 信託業務」、「069 契約、類似契約或其他法律關係事務」、「090 消費者、客戶管理與服務」、「091 消費者保護」、「094 財產管理」、「098 商業與技術資訊」、「104 帳務管理及債權交易業務」、「106 授信業務」、「113 陳情、請願、檢舉第一度與「129會計與相關服務」、「135 資(通)訊服務」、「136 資(通)訊與資料庫管理」、「137 資動態密碼及 MyB2B 智慧印鑑」、「157 調查、統計與研究分析」、「160 憑證業務管理 含 OTP 動態密碼及 MyB2B 智慧印鑑」、「166 證券、期貨、證券投資信託及顧問相關業務」、「177 其他金融管理業務」、「181 其他經營合於營業登記項目或組織章程所定之業務」、「182 其他該副與顧問服務」,且本公司經營受託買賣外國有價證券業務,為遵循證券相關法令、各交易市場當地之法規、外國交易所及自律機構之規章、金融監理需要或洗錢防制與稅率認定需求,並於必要時提供委託人之個人資料及交易資料予國外交易市場之主管機關、複受託金融機構、債券交易對手、境外基金發行機構、境外結構型商品發行機構、國外交易所、保管結算機構及其他政府機關。

"020 agency and broking business", "022 foreign exchange business", "030 arbitration", "036 deposits and remittances (direct debits and transfers), "037 registrations of securities and securities owners", "040 marketing (including joint marketing within the financial holding company), "044 investment management", "059 collection, processing and use by the financial service industry as required by laws and financial regulations", "060 financial dispute handling", "061 financial regulation, management and inspection", "063 collection, processing and use of personal data by non-government organizations for statutory obligations", "068 trust business", "069 contractual, quasi-contractual or other legal relations and businesses, "090 consumer and customer management and services", "091 consumer protection", "094 property management", "098 commercial and technical information", "104 account management and transactions of creditor's rights", "106 credit business", "113 handling of petitions, appeals and whistleblowing", "129 accounting and relevant services", "135 information (communications) services", "136 information (communications) and database management", "137 information and communications security and management", "154 credit checks", "157 surveys, statistics and research analysis", "160 certificate services and management, including OTPs (one-time passwords) and MyB2B smart seals", "166 securities, futures, investment trust and consultation services", "177 other financial management services", "181 other businesses within the list of registered scope or stated in articles of incorporation" and "182 other advisory and consultation services"; compliance with securities related laws, regulations of local markets, overseas exchanges and charters of self-regulatory bodies, financial supervisory requirements or anti-money laundering measures, and tax rate determination when our company brokers trades in securities; provision of the principal's personal data and transaction data when necessary to the regulators in charge of overseas exchanges, sub-brokering financial institutions, bond trading counterparties, issuers of offshore funds and structured products, foreign exchanges, settlement and custodian institutions and government agencies.

(二)蒐集之個人資料類別:

(2) Types of personal data collected

您提供之相關個人資料及留存於本公司之一切交易資訊,包括但不限於姓名、身分證統一編號、稅務居住者身分、居住國家/地區、稅務識別碼、性別、出生地、出生日期、國籍、戶籍地址、住址、工作地址、電話號碼、聯絡方式、提供之資料、帳戶帳號及帳戶餘額、帳戶總收益金額與交易明細、行動及網路媒體資訊(例如行動裝置識別碼、行動裝置位置、社群網路資訊、網際網路協定(IP)位址、網際網路瀏覽軌跡、Cookie 等),及其他詳如相關業務申請書或契約書之內容。本公司係依據不同業務、帳戶或服務之需求,蒐集客戶之個人資料,其類別依據法務部頒佈之「個人資料保護法之特定目的及個人資料之類別」共十類說明如下:識別類 C001 至 C003(如姓名、住址、電話、銀行帳戶號碼、身分證統一編號等)、特徵類C011 至 C013(如性別、出生年月日等)、家庭情形 C021 至 C024(如結婚有無、配偶姓名等)、社會情況 C031 至 C041(如住所地址、財產資料、生活格調、居留證明文件等)、教育、考

選、技術或其他專業 C051 至 C053(如學歷、專業技術等)、受僱情形 C061、C062、C064、 C066、C068(如僱主、工作職稱、薪資等)、財務細節 C081 至 C089、C091 至 C094(如總收 入、總所得、貸款、信用評等、票據信用等)、商業資訊 C101 至 C103(如經營的商業種類等)、健康與其他 C115 至 C116、C119(如醫療報告、治療及診斷紀錄等)、其他各類資訊 C131 至 C132(如未分類之資料、電子郵件等)。

The relevant personal data provided by you and all the transaction data retained by our company include but do not limit to names, ID/GUI numbers, tax residence identities, countries/regions of domicile, tax identification codes, genders, places of birth, dates of birth, nationalities, household registration addresses, home addresses, work addresses, telephone numbers, contact methods, data provided, account numbers, account balances, total returns on the account, trading details, mobile and Internet media information (e.g., mobile equipment identifiers, mobile device locations, social network information, Internet Protocol (IP) addresses, Internet browsing history and cookies, and others as detailed in service application forms or contracts. We collect personal data of customers as required for different businesses, accounts, or services. Based on the ten categories classified in the Specific Purposes and Classification of Personal Information under the Personal Information Protection Act promulgated by the Ministry of Justice, there are a total of ten categories as follows: Identification C001 to C003 (such as names, addresses, telephone numbers, bank account numbers and ID/GUI numbers), Characteristics C011 to C013 (such as sexes, dates of birth, etc.), Family C021 to C024 (e.g., marriages, spouse names, etc.), Social conditions C031 to C041 (such as home addresses, properties, lifestyles, residence certificates, etc.), education, qualifications, technical or other professionalism, C051 to C053 (such as education and professional expertise), Employment C061, C062, C064, C066 and C068 (such as employers, job titles and salaries), Financial details C081 to C089 and C091 to C094 (e.g., total incomes, total earnings, loans, credit ratings, creditworthiness in terms of promissory notes, etc.), Commercial information C101 to C103 (such as types of businesses in operation), Health and others C115 to C116 and C119 (e.g., medical reports, treatments and diagnosis) and other information C131 to C132 (such as unclassified data and emails).

(三)個人資料利用之期間、地區、對象及方式:

(3) Periods, regions, subjects and methods for use of personal data

1.期間:個人資料蒐集之特定目的存續期間/依相關法令規定(如:商業會計法等)或契約約 定之保存年限/本公司因執行業務所必須之保存期間。

Periods: duration of specific purposes for collection of personal data, according to applicable laws and regulations (such as the Business Entity Accounting Act), recordkeeping years agreed in contracts and required by our company for conducting of business.

2.地區:本國、本公司海外分支機構所在地、未受中央目的事業主管機關限制之國際傳輸個 人資料之接收者所在地、本公司業務委外機構之所在地及其資料處理、儲存、備份地、與本 公司有業務往來之機構營業處所所在地、主管機關核准受託買賣外國有價證券之交易地區及 交易市場。

Regions: within our country; locations where our company's overseas branches operate; locations of the recipients of internationally transmitted personal data not subject to restrictions from central competent authorities; location of the service provider engaged with the Corporation and its data processing, storage and backup locations; locations where the company's business counterparties are located; regions and markets where we broker trades in securities under approval by competent authorities.

 3.對象:本公司、本公司海外分支機構、臺灣證券交易所、臺灣期貨交易所、證券櫃檯買賣 中心、臺灣集中保管結算所、證券商業同業公會、期貨業商業同業公會、證券投資信託暨顧 問商業同業公會、信託業商業同業公會、臺灣票據交換所、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、本公司所屬國泰金融控股股份有限公司、本公司合作推廣之 單位、本公司已簽約之複受託金融機構、複受託金融機構、債券交易對手、境外基金總代理 人、境外結構型商品總代理人、國外交易所、保管結算機構、當地交易市場主管機關及其他 政府機關、受本公司委託處理事務之委外機構、其他與本公司有業務往來之機構、依法有調 查權機關或金融監理機關。

Subjects: the company; the company's overseas branches; Taiwan Stock Exchange; Taiwan Futures Exchange; Taipei Exchange; Taiwan Depository & Clearing Corporation; Taiwan Securities Association; National Futures Association; Securities Investment Trust & Consulting Association; Trust Association of R.O.C.; Taiwan Clearing House; recipients of internationally transmitted personal data not subject to restrictions from central competent authorities; Cathay Financial Holdings Co., Ltd., i.e., the parent of the company; organizations the company works with for promotion; sub-broker financial institutions with whom the company has signed contracts; bond trading counterparties; general distributors of offshore funds and structured products; overseas

exchanges; custodian and settlement institutions; local exchange and market regulators and other government agencies; the service provider engaged with the Corporation; other organizations the company has business relations with; competent authorities or financial regulators with legal rights in investigation.

4.方式:以自動化機器或其他非自動化之利用方式;國際傳輸個人資料時,因應不同之傳輸方式,採取必要保護措施如適當之加密機制,並確認資料收受者之正確性。

Methods: automated or non-automated use; adoption of necessary protective measures such as appropriate encryption for different transmission methods during the international transition of personal data and confirmation of the accuracy of data recipients.

三、蒐集個人資料之來源:

- 3. Sources of personal data collected
 - (一)本公司向客戶直接蒐集。
 - (1) The company collects directly from the customer.
 - (二)客戶自行公開或已合法經他人公開。
 - (2) The customer has disclosed the data to the public or the information has been disclosed by others according to laws.
 - (三)本公司向第三人(如:當事人之法定代理人或輔助人、國泰金融控股股份有限公司及其 與本公司交互運用客戶資料之子公司、與本公司合作推廣業務之公司或其他與本公司有業務 往來之機構)蒐集。
 - (3) The company collects data from third parties (such as the legal representative or assistant of the data subject; Cathay Financial Holdings Co., Ltd. and its subsidiaries who share and use each other's customers' data with the company; other companies in cooperation with the company in promotion or other organizations with business relations with the company).
- 四、依據個資法第三條規定,您就本公司保有之個人資料得行使下列權利:
- 4. According to Article 3 of the Personal Data Protection Act, you may exercise the following rights regarding the personal data retained by the company:
 - (一)除有個資法第十條所規定之例外情形外,得向本公司查詢、請求閱覽或請求製給複製本,惟本公司依個資法第十四條規定得酌收必要成本費用。
 - (1) Except for the exceptions described in Article 10 of the Personal Data Protection Act, you may inquire to the company, request for access or duplication of personal data. However, the company may charge necessary fees in accordance with Article 14 of the Personal Data Protection Act. (二)得向本公司請求補充或更正,惟依個資法施行細則第十九條規定,您應適當釋明其原因及事實。
 - (2) You may request the company to supplement and rectify data. However, you should provide the reasons and the facts as appropriate in accordance with Article 19 of the Enforcement Rules of the Personal Data Protection Act.
 - (三)本公司如有違反個資法規定蒐集、處理或利用您的個人資料,依個資法第十一條第四項規定,您得向本公司請求停止蒐集、處理或利用。
 - (3) If the company violates the Personal Data Protection Act in the collection, processing or use of your personal data, you may request the company to stop the collection, processing or use in accordance with Paragraph 4 of Article 11 under the Personal Data Protection Act.
 - (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,得向本公司請求停止處理或利用您的個人資料。惟依該項但書規定,本公司因執行業務所必須並註明其爭議或經您書面同意者,不在此限。
 - (4) According to Paragraph 2 of Article 11 under the Personal Data Protection Act, you may request the company to stop processing or using your personal data when the data accuracy is in contention. However, the proviso of this article allows the exception if it is necessary for the company to conduct business as long as the contention is specified or your written consent is required.
 - (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,得向本公司請求刪除、停止處理或利用您的個人資料。惟依該項但書規定,本公司因執行業務所必須或經您書面同意者,不在此限。
 - (5) In accordance with Paragraph 3 of Article 11 under the Personal Data Protection Act, you may request the company to delete, stop processing or using your personal data once the specific purposes have disappeared or the deadlines have passed for the collection of personal data. However, the proviso of this article allows the exception if it is necessary for the company to conduct business or your written consent is required.
- 五、倘您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,得向本公司客服(0809-080-288)詢問或於本公司網站(網址:www.cathaysec.com.tw/)查詢。
- 5. If you would like to exercise the aforesaid rights provided by Article 3 of the Personal Data Protection

Act, you may inquire to our customer care (0809-080-288) or visit our website (www.cathaysec.com.tw/) regarding how to exercise these rights.

- 六、您得自由選擇是否提供相關個人資料及類別,惟您所拒絕提供之個人資料及類別,如果是辦理業務審核或作業所需之資料,本公司可能無法進行必要之業務審核或作業而無法提供您相關服務或無法提供較佳之服務;如果您就本公司國際傳輸所需之個人資料、或嗣後撤回、撤銷同意,本公司將無法繼續提供您於本公司經營受託買賣外國有價證券業務之任何服務,並將對於您於本公司所開立之受託買賣外國有價證券帳戶進行停止交易及服務、結清、結算、提前終止契約或關閉帳戶,敬請見諒。
- 6. You may choose whether to provide relevant personal data and the types of personal data. However, if the personal data and the types of personal data you decline to provide are necessary to business reviews or operation, the company may not be able to conduct the required business reviews or operation and hence not able to offer you relevant services or better services. If you subsequently rescind or cancel consent on the personal data required by the company for international transmission, we will no longer be able to offer you any services in the trading of foreign securities. Please understand that we will also stop the trading and services for the account you have opened with the company for trading of foreign securities and conduct clearing and settlement to terminate or close your account.

【四】 洗錢防制/經濟制裁資料揭露

[4] Anti-Money Laundering / Economic Sanctions Data Disclosure

本公司為控管風險、配合並執行國際洗錢防制作業及打擊資恐活動之目的,對您及其關聯人(如實質受益人、高階管理人、代理人、代表人及被授權人等)於法令許可之範圍內所執行相關之措施(包括但不限於定期及/或不定期之審查、調查及申報等),於以下情形,本公司均毋須對您或您的關聯人承擔任何損害賠償責任:

To control risks and cooperate and achieve international AML/CTF (anti-money laundering and counter terrorist financing) purposes, the company perform relevant measures (including but not limited to regular/ad-hoc reviews, investigations and reporting) on you and your associates (such as beneficial owners, senior managers, representatives, agents, and authorized parties) within the scope permitted by laws. Under the following circumstances, we are not obligated to compensate you or your associates for damages.

- 一、若您或您的關聯人為受任何國家或國際組織之經濟或貿易限制/制裁之個人、法人或團體,或本國政府或外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者,本公司得拒絕業務往來或逕行終止業務關係。
- 1. If you or your associates are individuals, juristic persons or groups subject to economic or trade restrictions/sanctions imposed by any country or international organization or recognized or investigated as terrorists or terrorist groups by the domestic government, foreign companies or international anti-money laundering organizations, we may decline business dealings or terminate business relations.
- 二、本公司於您開戶過程、開戶後本公司之相關定期及/或不定期審查作業或您與本公司進行各項交易時,得請您於本公司所定期間內提供必要之您或您的關聯人資料與交易性質、目的、資金來源之說明;若您拒絕或遲延提供前開之資料、或本公司認為必要時(如控管風險、您涉及非法活動、疑似為洗錢、資恐非法活動或交易、或媒體報導涉及違法之特殊案件相關帳戶等),本公司得暫時停止交易,或暫時停止或終止業務關係。
- 2. During the process of your account opening and for our relevant regular/ad-hoc reviews or your transactions with the company after the account has been opened, we may ask you to provide necessary data about you or your associates and to explain the nature and the purpose of transactions and sources of funds before deadlines specified by the company. If you decline or postpone the provision of the aforesaid data or when deemed necessary by the company (such as risk control, your involvement in illegal activities, suspicious money laundering or terrorist financing activities or transactions or accounts related to illegal and special cases covered by media), we may temporarily suspend trading or halt or terminate business relations.
- 三、本公司為防制洗錢及打擊資恐活動,於法令許可之範圍內,得將您與本公司從事任何交易之資料、與您或您的關聯人有關之資料在本公司、本公司分支機構、本公司關係企業及其他依法令或經主管機關核准之對象(以下簡稱「收受對象」)間傳遞,以作為機密使用(包括但不限於有關任何服務之提供及作為資料處理、統計及風險分析之用)。前揭各該收受對象依法律、主管機關或法律程序之要求得處理、移轉及揭露該等資料。
- 3. To prevent money laundering and terrorist financing activities, the company may transmit any of your transaction data with the company and relevant data about you or your associates within the company

and the company's branches, to the company's affiliated enterprises and other recipients approved by competent authorities (collectively referred to as "the recipients") within the scope permitted by law and for confidential use (including but not limited to the rendering of any services and for data processing, statistics and risk analysis). The aforesaid recipients may process, transfer and disclose the data as required by laws, competent authorities or legal procedures.

肆、各項契約、同意書及聲明書

IV. Contracts, Letters of Consent and Statements

【一】受託買賣外幣有價證券及外幣金融商品契約

[1] Contract for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU)

委託人茲為委託者(以下簡稱甲方)委託國泰綜合證券股份有限公司國際證券業務分公司(以下簡稱乙方)買賣外幣有價證券及外幣金融商品,簽訂本契約以為依循,茲同意遵守下列條款:

To authorize Cathay Securities Corporation Offshore Securities Unit ("Party B") to buy/sell securities and financial products denominated in Foreign Currency, the principal ("Party A") signs this contract and agrees to abide by the following clauses:

第一條 定義

Article 1 Definitions

本契約用詞定義如下:

The terms used in this contract are defined as follows:

- 一、相關法令:係指國際金融業務條例及其施行細則、國際證券業務分公司管理辦法、國內外交易市場相關法令暨主管機關、交易所、結算與自律機構等頒布或修正之相關之章則、辦法、公告、函釋等規定。
- 1. Relevant Laws: This refers to the Offshore Banking Act and Offshore Banking Act Enforcement Rules; the Regulations Governing Offshore Securities Branches; applicable laws to domestic and overseas exchanges; regulations, charters, announcements and interpretations published or amended by competent authorities, exchanges, settlement instruments and self-regulatory bodies.
- 二、 外幣:係指新台幣以外之其他貨幣。
- 2. Foreign Currency: This refers to currencies other than the New Taiwan dollars.
- 三、外幣有價證券及外幣金融商品買賣:係指乙方依國際金融業務條例等相關規定,接受中華民國境內之專業投資人及境外之個人、法人、政府機關或金融機構之委託,進行外幣有價證券或其他經主管機關核准外幣金融商品之買賣。
- 3. Trading of Securities and Financial Products Denominated in Foreign Currency: This refers to Party B's acceptance of instructions by professional investors within the R.O.C. and individuals, juristic persons, government agencies or financial institutions offshore to buy/sell securities or other financial products approved by competent authorities and denominated in Foreign Currency in accordance with the Offshore Banking Act Enforcement Rules.
- 四、電子式交易型態:係指語音、網際網路、專線、封閉式專屬網路及其他經主管機關同意之電子式委託買賣方式。
- 4. Electronic Trading: This refers to trading instructions and transactions via voice, the Internet, leased lines, closed proprietary networks and other electronic means approved by competent authorities.
- 五、 委託帳戶保管業務:指乙方辦理以下業務有關之款項與資產保管業務:
 - (一)辦理中華民國境內外之個人、法人、政府機關或金融機構之外幣有價證券或其他經主管機關核准外幣金融商品買賣之行紀、居間及代理業務。
 - (二)辦理乙方與其他金融機構及中華民國境外之個人、法人、政府機關或金融機構因證券業務之借貸款項及外幣有價證券或其他經主管機關核准外幣金融商品之買賣。
- 5. "Account Custody Services" means the custodial services that Party B provides for payments and assets related to the following operations:
 - (1) Conducting commission agency, brokerage, and agency activities of Foreign Currency denominated securities, or other Foreign Currency denominated financial products approved by the competent authorities, for natural persons, juristic persons, government agencies, or financial

institutions within or outside the territory of the ROC.

- (2) Conducting borrowing or lending of funds in connection with securities business, and buying and selling of Foreign Currency denominated securities or other Foreign Currency denominated financial products approved by the competent authorities, between Party B and other financial institutions, and between Party B and natural persons, juristic persons, government agencies, or financial institutions outside the territory of the ROC.
- 六、外匯存款專戶:指乙方為辦理委託帳戶保管業務之款項收付,以乙方名義於銀行所開立專用 之外匯存款帳戶。
- 6. "Foreign Exchange Deposit Account" refers to the foreign exchange deposit account opened at a bank in the name of Party B for the receipt/payment of funds in connection with its Account Custody Services for customers.

相關法令均為本契約之一部分,嗣後如有修正或變更,雙方之權利義務悉依修正或變更後之規定為準,相關法令未約定或規定之事項,亦無市場慣例可循者,由雙方依誠信原則協議定之。

Relevant Laws are an integral part of this contract. In case of subsequent amendments or modifications, the rights and obligations of both parties shall be based on amended or modified regulations. In absence of legislative requirements or rules or market practices, both parties shall negotiate in the principles of honesty and integrity.

第二條 委託方式與相關權責

Article 2 Instruction Methods and Relevant Responsibilities

- 一、外幣有價證券及外幣金融商品買賣之委託,得以當面、電話、書信、電報、傳真、電傳視訊或電子式交易型態等方式為之。當面委託者,應由甲方或其代表人、代理人當面填具委託書並簽章;以電話、書信、電報、傳真或電傳視訊等相類方式委託者,應由乙方業務人員依據甲方或其代表人、代理人表示之內容填具書面委託書並簽名或以電子方式填具委託書,並留存紀錄;以電子式交易型態委託者,乙方得免製作、代填委託書。
- 1. The instruction to buy/sell securities and financial products denominated in Foreign Currency may be placed in person, on the phone, in writing, via telegram, fax, video conferencing or Electronic Trading. Instructions in person shall be made by Party A or Party A's representative or agent with a letter of authorization filled in and signed in person. Instructions on the phone, in writing, via telegram, fax, video conferencing and similar means require Party B's sales personnel to fill in and sign on written instruction forms according to the details indicated by Party A or Party A's representative or agent or fill in instruction forms electronically and the records should be retained. Party B does not need to produce or fill in instruction forms on behalf for electronic instructions and transactions.
- 二、甲方於委託買賣時應按委託單之種類,就委託買賣之價格、數量等必要條件為意思表示。委 託單之有效期間依委託單之種類及條件定之。甲方於委託買賣時應聲明限價委託,未聲明限 價委託者,乙方得拒絕甲方之委託。若最近開盤日因天災,或其他不可抗拒因素導致交易市 場暫停交易,甲方之委託將自動失效。
- 2. Party A should indicate the necessary details such as prices and volumes to be bought/sold when instructing transactions according to the type of orders. The validity of orders shall be determined on the basis of order types and conditions. When instructing a purchase or sale, Party A shall indicate whether the order is a limit order. If a limit order is not specified, Party B may decline Party A's instruction. If the exchange suspends trading on the most immediate trading day due to a natural disaster or other force majeure factors, Party A's instruction will automatically lose validity.
- 三、委託事項尚未全部成交前,甲方或其代表人、代理人得以書面通知乙方撤銷或變更未成交部分之委託,乙方即轉知複受託金融機構辦理。但依各交易市場當地通常交易流程、甲方之委託或撤銷變更委託指示有錯誤或因其他不可歸責於乙方之事由,致不能撤銷或變更者,甲方仍應依約辦理交割。
- 3. Before all instructed transactions have been completed, Party A or Party A's representative or agent may inform Party B in writing to cancel or change the uncompleted instructions. In this instance, Party B shall immediately notify the sub-brokering financial institution for processing. However, Party A should still deliver as contracted if the instruction cannot be withdrawn or changed due to the usual trading procedures of individual exchanges, errors in Party A's instructions or indication for instruction cancelation or change or other matters not attributable to Party B.

- 四、甲方委託買賣之數量、金額逾越乙方對該甲方之徵信評估額度者,除補提適當擔保外,乙方得不受理其委託。乙方亦得依主管機關規定、或交易市場當地法令或乙方內部規定拒絕甲方之委託。乙方對於因相關法令變更、天災或其他非乙方所得控制之原因以致未能執行受託事項,不負任何責任。
- 4. If the volume or the amount instructed by Party A exceeds the limit determined by Party B according to credit checks on Party A, Party B may not accept the instruction unless appropriate guarantees are additionally provided. Party B may also decline Party A's instruction according to the regulations set by competent authorities, local laws where exchanges are located or Party B's internal rules. Party B will not be accountable if it is not able to execute the accepted instructions due to changes of Relevant Laws, natural disasters or reasons beyond Party B's control.
- 五、甲方當日委託買入、未存保管之現券委託賣出之合計總金額,不得逾越其單日買賣額度。甲 方當日取消委託買賣之金額,得不列入其單日買賣額度之計算。
- 5. The total value of instructions placed by Party A on a single day for purchases and sale of securities not in a centralized deposit may not exceed the trading limit on the day. The value of instructions canceled by Party A on the day may be excluded from the calculation of the daily trading limit.
- 六、 乙方接受委託時,得將甲方有關委託事項之通話及聯繫內容,進行電話錄音或以其他方式進行記錄,甲方同意該等錄音及紀錄內容為最終確實證據並得呈作法庭證物。
- 6. When Party B accepts an instruction, it may telephone record or record in other ways the conversation and communicated contents with Party A in relation to the instruction. Party A agrees that the recordings and the recorded contents are the ultimate and accurate evidence and may be presented to the court as evidence.
- 七、 乙方得將不同委託人所為同種外幣有價證券及外幣金融商品之買賣委託予以合併執行,並應就交易結果,依誠信原則為公平分配,不得為所屬負責人、業務員、其他從業人員或其配偶作較其他委託人有利之分配。
- 7. Party B may execute the instructions aggregated from different principals for trading of the same securities and financial products denominated in Foreign Currency and then allocate the traded results fairly in the principle of honest, without allocations for responsible persons, salespeople, other personnel or their spouses more favorable compared to other principals.

第三條 委託買進外幣有價證券及外幣金融商品之保管

Article 3 Safekeeping of Securities and Financial Products Denominated in Foreign Currency Purchased Under Authorization

乙方受託買進之外幣有價證券或外幣金融商品,除因各交易市場當地法規另有規定或甲方為專業 機構投資人外,應以乙方名義或複受託金融機構名義寄託於交易當地保管機構保管,並詳實登載 於甲方之對帳單。

Unless otherwise required by local laws governing the exchanges or when Party A is an institutional investor, the securities and financial products denominated in Foreign Currency purchased by Party B under authorization shall be kept by local custodians under the name of Party B or the sub-brokering financial institution and registered accurately and in detail in Party A's statements.

第四條 權益行使

Article 4 Exercise of Rights

乙方對於外幣有價證券及外幣金融商品發行人或複受託金融機構所交付之通知書或其他有關甲方權益事項之資料,應於取得時儘速據實轉達甲方。

Party B should immediately and accurately forward to Party A upon the receipt of notices from the issuers of securities and financial products denominated in Foreign Currency or sub-brokering financial institutions or other materials in relation to Party A's rights.

乙方受託買進外幣有價證券及外幣金融商品之相關權益行使事宜,除各交易市場當地法令、交易 所與自律機構之規章或本契約另有規定者外,應依下列規定辦理,且因此所生之稅捐及費用,由 甲方自擔:

Unless otherwise required by local laws where the exchanges operate, charters of exchanges and self-regulatory bodies or by this contract, Party B shall adhere to the following rules when exercising the rights associated with the purchase of securities and financial products denominated in Foreign Currency under instructions. The taxes and expenses incurred shall be borne by Party A.

- 一、 有辦理過戶或股權登記之必要者, 乙方應使保管機構及時以乙方或複受託金融機構之名義辦 理登記。
- 1. When necessary to owner transfers or registrations, Party B shall ensure custodians to promptly register under the name of Party B or the sub-brokering financial institution.
- 二、現金股息、股利、債券本息、無償配股、合併或減資換發新股,發行人行使買回權之對價、 發行公司解散、破產或基金終止可得分配之賸餘財產,或其他因外幣有價證券或外幣金融商 品權益可得收取之孳息或對價,其收取與撥轉事宜均依保管機構之作業程序辦理。
- 2. The collection and transfer of cash dividends, stock dividends, bond coupons and principals, bonus shares, new shares issued due to mergers or capital deductions, consideration paid by issuers to exercise callable rights, dissolution or bankruptcy of issuers, residual assets available for distribution after fund wind-ups, or other accrued interests or considerations receivable from ownership of securities and financial products denominated in Foreign Currency will be processed according to operating procedures of custodians.
- 三、外幣有價證券或外幣金融商品買回權、轉換權或其他應由甲方決定行使與否之權益,乙方應依甲方之指示通知複受託金融機構或保管機構辦理。
- 3. Party B shall inform the sub-brokering financial institutions or custodians of Party A's instructions on puttable rights, conversion rights or other rights subject to Party A's decision to exercise in relation to securities and financial products denominated in Foreign Currency.
- 四、因持有外幣有價證券或外幣金融商品而衍生之表決權,由乙方、複受託金融機構或其代理人依甲方之指示行使之。如各委託人指示內容不一致,且乙方或複受託金融機構無法分割行使時,以占表決權多數之指示為準。如無甲方之指示及同意,乙方有權但無義務逕為行使表決權,行使所生之所有後果,甲方同意無條件承受,且不得對乙方提出任何主張。
- 4. Party B, the sub-brokering financial institutions or representatives shall exercise the voting rights arising from ownership of securities and financial products denominated in Foreign Currency according to Party A's instructions. If the instructions from different principals are inconsistent and Party B or the sub-brokering financial institutions cannot divide the exercise of rights, the instruction represented by the voting majority shall prevail. In absence of Party A's instruction or consent, Party B has the right but no obligations to exercise the voting right. Party A agrees to assume unconditionally all the consequences as a result and may not make any claim against Party B.
- 五、就買進外幣有價證券或外幣金融商品之發行人之公開訊息,乙方無責任亦無義務通知甲方。但乙方知悉受託買進並送存保管之外幣有價證券或外幣金融商品,將因下市、經有權機關命令停止或禁止交易或法令限制等其他事由,暫停或不能於交易市場繼續流通買賣者,乙方應即敘明理由據實傳達甲方,並依其指示為適當處理。
- 5. Party B is not responsible for or obligated to inform Party A of public information on issuers of purchased securities and financial products denominated in Foreign Currency. However, Party B should immediately describe accurately to Party A the reasons and handle appropriately according to Party A's instructions when Party B learns that the securities and financial products denominated in Foreign Currency and purchased under authorization and retained by custodians will be suspended or no longer be traded on exchanges due to delisting, orders from competent authorities or legal bans and restrictions on trading, etc.

第五條 費用

Article 5 Expenses

乙方就受託買賣外幣有價證券或外幣金融商品暨相關事宜之處理,得向甲方收取之費用包括: Party B may charge A the following fees for brokering trades in foreign securities and foreign financial products dominated in foriegn currencies and related matters:

- 一、 乙方受託交易手續費: 乙方接受甲方委託買賣外幣有價證券或外幣金融商品所生之交易手續費,由乙方按自定費率收取之。
- 1. Transaction charges by Party B for taking instructions: Party B shall determine the fee rates for accepting Party A's instruction on buying/selling securities and financial products denominated in Foreign Currency.
- 二、上手券商交易手續費:複受託金融機構受託買賣外幣有價證券或外幣金融商品所生之交易手續費,由乙方代為向甲方收取。

- 2. Transaction charges by sub-brokering securities firms: Party B collects from Party A the transaction charges by sub-brokering financial institutions for brokering trades in foreign securities and foreign financial products denominated in Foreign Currency.
- 三、代收代付其他費用:包括但不限於外國證券交易市場之稅捐或規費(包括各類交易稅、印花稅、資本利得稅、股利稅、交易所費用及集保費等)及各項雜費(包括保管機構保管費及各類可能存撥券手續費及匯費等)。
- 3. Other expenses collected and paid on behalf: This includes but not limits to taxes or regulatory fees charged by foreign securities exchanges (including all types of transaction taxes, stamp duties, capital gain taxes, dividend taxes, exchange fees and depository and clearing fees) and all types of miscellaneous expenses (including fees to custodian institutions and any processing and remittance charges for deposits and securities).

前項各款費用如有乙方自訂費率之項目,乙方保有隨時變動調整之權利。

Party B reserves the right to adjust the rates of aforesaid expenses anytime if determined by Party B.

第六條 成交日與委託買賣報告

Article 6 Transaction Dates and Reports on Instructed Trading

委託事項經向外國交易市場申報成交者,以成交日後第一個營業日或依各市場交易流程與慣例所定日期為確認成交日,乙方應於確認成交日作成買賣報告書交付甲方。但經甲方簽具同意書且乙方於確認成交日當天將委託買賣相關資料以電話或電子郵件方式通知甲方者,得免交付甲方買賣報告書。

Once the instructed trade has been completed on the foreign exchange, the confirmed transaction date is the first business day after the completed trade or the date specified by procedures of individual markets. Party B should produce a trading report on the confirmed transaction date and hand it to Party A. However, Party B may be exempt from handing Party A the trading report if Party A has signed the letter of consent and Party B informs Party A of the relevant trading data on the confirmed transaction date over the phone or via email.

第七條 資金動用順序

Article 7 Priority of Fund Utilization

如甲方有多筆交易應於同日辦理交割/履約,除雙方書面約定動用順序者外,由乙方全權決定交割/履約順序。

If the Party A has multiple transactions that shall be settled/fulfilled on the same day, unless the access priority is otherwise agreed to in writing by the parties, Party B will have full authority to decide the priority of settlement/fulfillment.

第八條 交割

Article 8 Delivery

- 一、甲方買進外幣有價證券或外幣金融商品確定成交後,除各交易市場當地法規另有規定外,應於乙方所定期限前,以雙方合意指定之外幣為之,並以甲方在乙方所指定金融機構之外幣帳戶或外匯存款專戶存撥之或由甲方直接將外幣匯至乙方於各交易市場所在地指定之金融機構辦理其交割結匯事項。
- 1. Unless otherwise required by the regulations of local markets where exchanges operate, Party A's purchase of securities and financial products denominated in Foreign Currency once confirmed should be processed in the Foreign Currency agreed and designated by both parties before the deadline specified by Party B. The funds shall be transferred from Party A's Foreign Currency account with the financial institution designated by Party B or Foreign Exchange Deposit Account or Party A shall wire the funds in the Foreign Currency to the financial institutions designated by Party B in the locations where exchanges operate for delivery and remittance.
- 二、甲方賣出外幣有價證券或外幣金融商品確定成交後,除各交易市場當地法規另有規定外,乙方應於交割款取得後將款項匯入外匯存款專戶,或依雙方約定匯入甲方指定之外幣自有帳戶。
- 2. Unless otherwise required by the regulations of local markets where exchanges operate, Party B should wire the funds from delivery to Foreign Exchange Deposit Account or to Party A's own Foreign Currency account agreed by both parties.
- 三、 乙方不能依約履行其對甲方之款券交付、移轉義務,或有難以履行之虞者,應即委任其他得

辦理外幣有價證券或外幣金融商品受託買賣業務之證券商或金融機構,代辦有關款券收付、交割、領回、匯撥或轉存之作業手續或其他聯繫協調事宜。

- 3. If Party B is unable to deliver Party A's funds/securities or transfer ownership as contractually required or may have difficulty in doing so, it is necessary to immediately authorize other securities firms or financial institutions able to handle the instructions to broker the trades in foreign securities and foreign financial products to pay/receive relevant funds/securities denominated in Foreign Currency, process delivery, collection, remittance or depositing procedures and other liaison matters.
- 四、 乙方已收取之代交割或代轉存款券,應撥入代辦證券商於金融機構及保管機構開立之款券保管專戶;尚未收取之款券,並由代辦證券商逕行收取存入該專戶,以憑代辦前項事宜。
- 4. The funds/securities received by Party B for delivery or depositing should be transferred to the special account for safekeeping of funds/securities operated by agency securities firms opened with financial institutions and custodians. The funds/securities to be received shall be collected by agency securities firms and deposited to the special account regarding the aforesaid matters to be processed.

第九條 外匯存款專戶

Article 9: Foreign Exchange Deposit Account

- 一、除雙方就特定之國際證券業務交易另有約定或另有相關法令或市場慣例外,甲方與乙方進行之國際證券業務交易,相關交割款項及費用之收付,均透過外匯存款專戶為之。
- 1. Unless otherwise agreed by the parties regarding specific offshore securities transactions or otherwise practiced under laws, regulations or market conventions, the receipts and payments of settlement payments and fees for offshore securities transactions conducted between the Party Aand Party B shall be made through the Foreign Exchange Deposit Account.
- 二、乙方就甲方存入外匯存款專戶內之款項,或因進行交易而由乙方或其他保管機構所保管之甲 方資產,應與乙方之自有財產獨立,除相關法令或雙方另有約定、為甲方辦理應支付款項或 運用資產者外,不得動用。
- 2. Payments deposited into the Foreign Exchange Deposit Account by the Party A or the Party A's assets that are placed under the custody of Party B or other custodians as part of a transaction shall be segregated from Party B's own assets. Unless otherwise specified by the Relevant laws or otherwise agreed by the parties, Party B may not access the deposits or assets except to process payments due or asset utilization on behalf of the Party A.
- 三、乙方開設外匯存款專戶之銀行,因業務或財務狀況顯著惡化,不能支付其債務或有損及其存款人利益之虞時,乙方對於甲方存於該外匯存款專戶之款項及因業務接受甲方委託所取得之資產,應代為償付;乙方償付後,即於其償付之限度內承受甲方對於銀行之權利。
- 3. When the bank where Party B has opened the Foreign Exchange Deposit Account is unable to pay its debts or may cause damage to account holders' rights as a result of significant deterioration of operations or financial conditions, Party B shall repay the deposits made by the Party A to the Foreign Exchange Deposit Account and the assets obtained in the process of processing transactions on behalf of the Party A. Upon repayment, Party B shall assume the Party A's claims against the bank up to the amount of the repayment.

第十條 款項收付

Article 10: Receipts and Payments

- 一、除雙方另有約定者外,甲方與乙方從事特定之國際證券業務交易,應於該交易所定之交割/履 約期限前(如該期限之末日非營業日,應依交易契約所約定或依交易市場慣例調整之),將下 列款項存入外匯存款專戶或乙方指定之金融機構,及(或)提供所需之有價證券及商品,以如 期完成交割/履約:
 - (一)為執行交易所需之交割/履約金額;
 - (二)乙方就委託帳戶保管業務收取之管理費;
 - (三)因交易之執行所生之相關稅捐(包括但不限於交易稅、印花稅、資本利得稅等)及費用 (包括但不限於交易手續費、郵電費、管理費、保管機構收取之費用、作業處理費、存撥券 手續費、換匯費用及匯費等);及其他依特定國際證券業務交易附約之約定,甲方應支付之費 用。
- 1. Unless otherwise agreed by the parties, when engaging in specific offshore securities transactions

with Party B, the Party A shall deposit the following payments into the Foreign Exchange Deposit Account or the designated financial institution and/or provide the necessary securities and commodities by the settlement/fulfillment deadline specified in the respective transactions (which shall be adjusted according to the transaction contracts or market conventions if the last day of the deadline is not a business day) in order to complete settlement/fulfillment on time:

- (1) The amount of settlement/fulfillment needed to execute a transaction;
- (2) Management fees charged by Party B for Account Custody Services;
- (3) The taxes (including but not limited to transaction tax, stamp tax, and capital gains tax) and fees (including but not limited to transaction fees, postage and cable charges, management fees, fees charged by custodians, processing fees, fees for security deposit and allocation, foreign exchange fees, and remittance fees) arising from transactions; and other fees that the Party A shall pay according to the terms of specific Offshore Securities Transaction Annexes.
- 二、前項款項之收付應以雙方合意指定之外幣,或當地交易市場及結算機構所接受之外幣為之, 不得以新臺幣支付。
- 2. The receipts and payments under the preceding paragraph shall be made in a Foreign Currency as agreed to by the parties or a Foreign Currency that is accepted in the local market or by the clearing institution and may not be made in New Taiwan Dollars ("NTD").
- 三、就甲方之多筆交易於同日產生之收付款項,除雙方另有約定者外,得針對同一幣別之應收(付)金額合併沖抵後,以應收(付)淨額存撥之。
- 3. Unless otherwise agreed to by the parties, receipts and payments arising from multiple transactions made by the Party A on the same day may be consolidated and netted for amounts payable in the same currency and deposited or allocated according to the net amount payable/receivable.
- 四、如經雙方約定,由甲方以其在國外持有之外匯,將應付款項直接匯至乙方於各交易市場所在 地指定之金融機構進行交割/履約者,甲方應自行承擔因帳戶撥轉所生之風險,倘因任何原因 致無法如期交割/履約,甲方應負違約責任,並補償乙方因此所生之任何損害及費用。
- 4. If the parties have agreed that the Party A will use Foreign Currency in its overseas portfolio and transfer payments directly into Party B's designated financial institution at the local market for settlement/fulfillment, the Party A shall be responsible for the risks arising from the transfers. If settlement/fulfillment cannot be completed on time for any reason, the Party A shall be liable for breach of contract and pay Party B for any incurred damage and expenses as compensation.
- 五、乙方因交易對甲方產生應付款項(包括交割/履約款項、應配股息、利息、強制買回款、改帳 退回手續費等)時,該款項應存放於外匯存款專戶且計入甲方明細帳,並得依雙方約定將該 款項匯入甲方之指定出金帳戶。
- 5. Any payments due from Party B to the Party A in a transaction (including settlement/fulfillment, dividends to be distributed, interest, compulsory buyback payments, and account change fee refunds) shall be placed in the Foreign Exchange Deposit Account and recorded under the Party A's accounts and may be transferred to the Party A's designed withdrawal account as agreed to by the parties.

第十一條 外匯存款專戶之孳息

Article 11: Interest on Foreign Exchange Deposit Account

甲方存入外匯存款專戶之款項,由乙方按其訂定之利率及計息標準計算利息予甲方。甲方瞭解並 同意乙方保有隨時調整利率、計息標準與付息頻率等之權利,毋庸事前通知或取得甲方之同意, 利率及計息標準請詳乙方網站公告。

Party B shall pay interest on the Party A's deposits in the Foreign Exchange Deposit Account according to the interest rates and calculations standard specified by Party B. The Party A understands and agrees that Party B retains the right to adjust the interest rates, calculations standard, and payment frequency at any time without notice to or consent of the Party A, for more details regarding interest rates and methods for calculating interest, please visit Party B's website.

第十二條 管理費及作業處理費之收取及款項之扣繳

Article 12: Collection of Management Fees and Processing Fees and Direct Payment Debit 除雙方另有約定外,乙方辦理委託帳戶保管業務,得依其所訂之收費標準向甲方收取管理費及作業處理費。甲方暸解並同意乙方保有隨時調整收費標準之權利,毋庸事前通知或取得甲方之同意,相關收費標準請詳乙方網站公告。

Unless otherwise agreed to by the parties, Party B may charge the Party A management fees and processing fees for Account Custody Services according to the fee schedules specified by Party B. The Party A understands and agrees that Party B retains the right to adjust the fee schedules at any time without notice to or consent of the Party A, for more details regarding methods for related charges, please visit Party B's website.

前項管理費、作業處理費及甲方進行交易所生之應付款項,甲方同意乙方得自甲方存入外匯存款專戶之款項中直接扣繳。如有不足,甲方同意除依乙方之限期繳款通知如期補足外,並同意就其積欠款項依乙方所定之利率支付遲延利息。

The Party A agrees that Party B may debit the management fees and processing fees in the preceding paragraph as well as payments due for transactions made by the Party A directly from the Party A's fund in the Foreign Exchange Deposit Account. In the event of shortfall, in addition to making up the shortfall by the deadline specified by Party B, the Party A agrees to pay a late interest on the outstanding payment at an interest rate specified by Party B.

第十三條 損益分配

Article 13: Profit and Loss Distribution

乙方辦理委託帳戶保管業務而取得之資產所生損益(如各項規費支出、有價證券之權益分配等), 乙方將進行結算並分配歸屬予甲方。

For profits and losses (e.g. fees, equity distribution from securities) incurred from assets obtained by Party B in the process of handling Account Custody Services, Party B will settle the payments and distribute them to the Party A.

第十四條 出金申請

Article 14 Application for Withdrawal

- 一、如甲方欲領回其存放於外匯存款專戶內之款項,應指定幣別及金額向乙方申請出金,乙方應依甲方之指示將款項撥轉至甲方之指定出金帳戶,除另有特別約定外,轉匯費用由甲方負擔並自匯款金額內直接扣除。
- 1. If the Party A wishes to withdraw funds from the Foreign Exchange Deposit Account, the Party A shall specify the currency and amount and submit an application for withdrawal to Party B. Party B shall transfer the payment to the withdrawal account designated by the Party A in accordance with the Party A's instruction. Unless otherwise specified, the transfer fee shall be paid by the Party A and deducted directly from the transfer payment.
- 二、甲方瞭解並同意,如其於外匯存款專戶中特定幣別之資金不足支應申請出金之該幣別金額,乙 方將僅就該幣別之餘額匯入甲方指定出金帳戶,不接受其餘幣別之換匯申請。
- 2. The Party A understands and agrees that if the fund in a specific currency in the Foreign Exchange Deposit Account is insufficient to pay the amount in the currency of the withdrawal application, Party B will transfer only the balance in the currency into the withdrawal account designated by the Party A and will not accept an exchange application for the other currencies.

第十五條 違約交割之處理

Article 15 Handling of Settlement Defaults

甲方不如期履行交割,即為違約,乙方得逕行終止本契約及代為交割,並收取相當於成交金額百分之七為上限之違約金,且乙方因之代辦交割所收受之外幣有價證券及外幣金融商品,應於確定甲方違約之日開始,於交易市場予以處理,並將處理結果函知甲方。處理所得抵充甲方因違約所生債務、費用及本契約所定之違約金後,應將賸餘部分返還甲方,如尚有不足,得處分因其他委託買賣關係所收或應付甲方之財物或款項扣抵取償,如仍有不足,得向甲方追償。

Party A's failure deliver as scheduled shall be deemed as default. In this instance, Party B may terminate this contract, settle on behalf and charge a default penalty equivalent to up to 7% of the transaction value. Party B shall inform Party A in writing of the outcome of Party B's disposal of the securities and financial products denominated in Foreign Currency on the exchanges that Party B collected on behalf for settlement after the day when Party A's default has been confirmed. The proceeds will be used to offset the debts and expenses due to Party A's defaults and the default penalty under this contract. The remaining amount shall be returned to Party A. If the proceeds are insufficient, other funds or properties collected for Party A or payable to Party A under authorization relations may be disposed. If this is still insufficient, a claim may be made against Party A.

第十六條 對帳單之編制與寄送

Article 16 Preparation and Mailing of Statements

乙方辦理受託買賣外幣有價證券、外幣金融商品業務及委託帳戶保管業務,應將甲方每日交易及款項收付等紀錄按月編製對帳單寄送甲方,但甲方當月未有任何交易或款項收付等紀錄者,甲方同意乙方得不寄發月對帳單。對帳單之寄送,得以郵寄、電子或其他經雙方約定之方式為之。When handling Brokered Trades in Foreign Securities , Foreign Financial Products(OSU) and Account Custody Services, Party B shall prepare and deliver to the Party A monthly statements of daily transactions and payments of the Party A. However, if the Party A has not made any transaction nor has any record of receipt or payment in a current month, the Party A agrees that Party B may be exempted from delivering the statement for the month. The delivery of statements may be conducted by mail, electronic format, or other methods agreed to by the parties.

甲方如就對帳單所載內容有異議,應於收受之日起三日內,通知乙方查明。逾期未表示異議者, 視為同意。

Should the Party A have any objection to the contents of a statement, the Party A shall notify Party B and request for verification within three days upon receipt. If no objection is raised by the said deadline, the Party A shall be deemed to have agreed to the contents.

第十七條 基本資料提供義務及異動通知

Article 17 Duty to Provide Personal Information and Notice of Change

甲方應於開戶時向乙方據實提供其或其代理人、代表人之姓名或名稱、身分證字號、營利事業統一編號、地址或通訊處所、聯絡方式、帳號及其他必要事項之資料。前開資料有所異動時,甲方應儘速通知乙方,並依乙方所訂程序辦理變更手續。於甲方完成變更手續前,不得以其資料異動對抗乙方。因甲方之資料有誤、欠缺或怠於辦理變更手續所生之一切責任及損害,概由甲方自行承擔。

When applying to open an account, the Party A shall provide Party B with correct information including the name of the Party A or its agent or representative, ID number, uniform number, uniform business number (as the case may be), address or mailing address, contact information, account, and other necessary information. The Party A shall promptly notify Party B of any change in the aforementioned information and change the information by following the procedure specified by Party B. The Party A may not use the change of information as a defense against Party B until the Party A has completed the information change procedure. The Party A shall be solely responsible for any liability and damage incurred as a result of errors or missing information in the Party A's information or the Party A failing to make appropriate changes.

第十八條 美國法人、公民及居民之申報義務

Article 18 Reporting Obligations of U.S.Entity, citizens and residents

甲方了解且同意遵循有關美國稅法之規範,其規範包括但不限於:美國稅法(含外國帳戶稅收遵從法案(FATCA)及外國金融機構協議(FFI Agreement)中華民國或其他司法管轄權所在地為遵循前述適用規範及應遵循事項所簽訂與頒布之協議、規範或指示,以及乙方為因應美國稅法之遵循所訂之相關作業規定或程序,並包括上述規範日後之修正或補充。

Party A understands and agrees to adhere to all relevant U.S. tax regulations, including but not limited to the U.S. tax laws (including the Foreign Account Tax Compliance Act, FATCA and the Foreign Financial Institution (FFI) Agreement); agreements, rules or directives signed and promulgated by the R.O.C. or other jurisdictions to adhere to the aforesaid regulations and matters of compliance; and Party B's relevant operational rules or procedures to comply with the U.S. tax laws and all the amendments or supplements to the abovementioned regulations.

甲方確認所提供予乙方有關其身分之資訊正確無誤且完整,如有欺瞞或提供不實之資訊或文件, 概由甲方自負相關法律責任。甲方並承諾所提供之資料如有變更,應於三十日內主動通知乙方並 辦理資料變更作業。

Party A confirms that the identification data provided to Party B is accurate and complete. Party A shall be legally liable for any deceitful or false information or documents provided. Party A also promises to inform Party B within 30 days of any changes in the data provided and proceed with data change procedures. 如甲方具美國納稅義務人身分或經乙方審查(包括甲方辦理資料變更作業之審查)發現甲方具有美國指標時,甲方應依乙方之要求出具及提供表單及文件(包括但不限於稅務文件、扣繳文件、聲明

書、身分證明、居住證明、公司登記等表單及文件),如甲方未於乙方指定期限內出具及提供時, 乙方得將甲方視為不合作帳戶,並有權依有關美國稅法之遵循規定,辦理相關申報及扣繳(包括一 切應扣繳或扣抵之稅費款項)作業,及採取其他相應之行動。因乙方採取前述行動所造成之一切損 失(包括任何支出、損失、費用、罰款或法律上之不利益),概由甲方承擔。

If Party A is a U.S. taxpayer or if Party B identifies that Party A have U.S. indicia during reviews (including reviews conducted for Party A's data changes), Party A shall submit and provide the forms and documents per Party B's request (including but not limited to tax files, withholding certificates, statements, ID documents, proof of residence and company registrations). If Party A has not submitted and provided these documents before the deadline set by Party B, Party B may treat Party A as recalcitrant account and has the right to process relevant reporting and withholding (including all deductibles or taxes allowances) in accordance with relevant U.S. tax laws and adopt other corresponding actions. All losses (including any expenses, damages, expenditures, fines or legal detriments) incurred by Party B due to the aforesaid actions shall be borne by Party A.

倘甲方所提供資訊或文件內容不正確、不完整、非最新資訊,或所提供資訊有所異動而未辦理資料變更作業,致使乙方無法評估是否得以遵循適用規費,乙方得將甲方視為不合作帳戶,並有權依前項規定辦理。

If the information or document contents provided by Party A is incorrect, incomplete and not most updated, or there have been changes to the information provided but data change procedures are not processed, as a result Party B is unable to assess whether regulatory fees are applicable. In this instance, Party B may consider Party A an uncooperative account and has the right to take the actions mentioned in the preceding paragraph.

第十九條 排除適用金融消費者保護法

Article 19 Non-applicability of Financial Consumer Protection Act

甲方已充分了解乙方依本契約所提供之相關服務,不受中華民國金融消費者保護法之保障。

Party A fully understands the services rendered by Party B under this contract and is not protected by the Financial Consumer Protection Act of the R.O.C.

第二十條 本契約之生效與解除

Article 20 Effectiveness and rescission of this contract

- 一、本契約於甲方簽署後,經乙方確認契約暨相關文件備齊,並接受甲方開立帳戶之日起生效。
- 1. This contract takes effect on the day when Party A signs, Party B's confirms the readiness of contract related documents and accepts Party A's account opening.
- 二、甲方如連續三年未曾委託買賣、被乙方視為美國稅法遵循規範之不合作帳戶或有違約暨其他 法定或約定之契約解除/終止事由發生時,乙方得逕行解除或終止本契約。
- 2. If Party A has not provided any trading instructs for three consecutive years, is considered by Party B to be an uncooperative account in terms of U.S. tax laws compliance, or has defaulted and reported other circumstances resulting in statutory or agreed contract rescission/termination, Party B may rescind or terminate this contract.

第二十一條 準據法及管轄

Article 21 Governing law and jurisdiction

- 一、本契約書之解釋及履行以中華民國法令為準據法。
- 1. The interpretation and the performance of this contract shall be governed by the laws of the R.O.C.
- 二、因本契約所生及與本契約有關之爭議,雙方應先盡最大努力協調解決,如無法達成協議,雙 方合意以臺灣臺北地方法院為第一審管轄法院進行訴訟。
- 2. Both parties shall make maximum effort to resolve any dispute arising from and in relation to this contract. If a reconciliation cannot be reached, both parties agree that Taiwan Taipei District Court shall be the court of the first instance.

第二十二條 其他

Article 22 Miscellaneous

- 一、甲方聲明所有之交易均為自行決斷,乙方之職員或僱員因應甲方要求所提供之任何資料,均 僅供甲方參考。甲方同意乙方對甲方之所有投資決定及結果,不負任何損害賠償責任。
- 1. Party A declares that all transactions are determined by Party A. Any data provided by Party B's employees or personnel in response to Party A's request is for Party A's reference only. Party A

agrees that Party B is not liable for damages due to any of Party A's investment decisions or results.

- 二、本契約之任何約定,經任何法院、主管機關或仲裁機關確定裁決為無效或不能執行,則此等 無效或不能執行之裁決僅適用於該項確定無效或不能執行之約定,其他約定事項之效力概不 受影響。
- 2. If any clause of this contract is determined by any court, competent authority or arbitrator to be invalid or unenforceable, the decision about such invalidity or unenforceability is only applicable to the clause determined to be invalid or unenforceable. The validity of other agreed matters is not affected.
- 三、乙方就甲方進行所有委託、交易及款券交割所作之紀錄,在未有明確證據證實為錯誤前,推定為真實,對甲方具有約束力。
- 3. Party B assumes all of Party A's instruments and records of transactions, funds and securities to be true and binding to Party A before any specific evidence proves these to be erroneous.
- 四、乙方因履行本契約義務所生之損害如可歸責於甲方者,甲方應負賠償責任。
- 4. Party A shall be liable for any damages incurred by Party B in the performance of obligations under this contract due to reasons attributable to Party A.
- 五、除相關法令另有規定者外,乙方得隨時事先通知甲方或公告本契約之修訂內容。倘甲方不同意 修訂,得隨時終止本契約並辦理註銷帳戶程序。甲方於收到修訂通知後或公告日後仍進行交易 者,視為同意修訂。
- 5. Unless otherwise specified by Relevant Laws and regulations, Party B may inform Party A of or announce the amended contents of this contract in advance and at any time. If Party A disagrees with the amendment, Party A may terminate this contract anytime and proceed with account cancellation procedures. Party A is deemed to have agreed to the amendment if Party A continues to trade after the receipt of the amendment notification or the amendment announcement.

【二】切結書

[2] Affidavit

甲方茲聲明與乙方簽訂「受託買賣外幣有價證券及外幣金融商品契約」時,絕無下列情形:

Party A declares that:

None of the following circumstances is involved when Party A signs with Party B the "Contract for Account Opening - Brokered Trades in Foreign Securities and Foreign Financial Products(OSU)":

- 一、未成年人未經法定代理人代理。
- 1. A minor not represented by a legal representative
- 二、受破產之宣告未經復權者。
- 2. Rights not yet reinstated after declaration for bankruptcy
- 三、受監護宣告未經撤銷者。
- 3. No cancelation of guardianship
- 四、受輔助宣告未經輔助人同意或法院許可。
- 4. Not yet approved by the assistant or permitted by the court
- 五、法人委託開戶未能提出該法人授權開戶之證明者。
- 5. Account opening under authorization of a juristic person but without proof of authorization from the juristic person concerned
- 六、曾因證券交易違背契約,未結案且未滿五年。
- 6. Less than five years after contractual breach of securities transactions
- 七、曾違反證券交易法規定,受罰金以上刑之宣告,執行完畢、緩刑期滿或赦免後未滿三年者。
- 7. Less than three years after sentence due to violation of the Securities and Exchange Act, completion of detention/imprisonment, expiry of probation or pardon
- 八、非經中華民國或外國政府核准設立登記之公司、行號或團體。
- 8. Not a company, business or group registered with approval by the R.O.C. government or foreign governments

甲方就上開切結聲明如有不實情事,除應自負法律責任外,對於因此所衍生之一切紛爭,致乙方 或第三人所受之直接間接損害,悉由甲方負最終責任。

Party A shall be legally liable for any false information in the above affidavit and be ultimately liable for direct and indirect losses incurred by Party B or third parties due to any dispute arising therein.

甲方於契約存續期間有第一項各款事由發生者,負有即時據實通知之義務,於事實發生時起十日

內,應以書面通知乙方,並依照本受託契約有關之約定辦理註銷帳戶與結清債務等事宜。

Party A is obliged to inform accurately and immediately regarding any circumstances due to matters described in the first paragraph during the contract period. It is necessary to notify Party B in writing within ten days of the incidence and proceed with account cancelation and debt clearance as agreed by this authorization contract.

【三】免交付買賣報告書同意書

[3] Consent to waive trading reports

甲方同意乙方於確認成交日當天將委託買賣相關資料以電話或電子郵件方式通知甲方者,得免交付甲方買賣報告書。

Party A agrees that Party B may be exempt from handing Party A the trading report if Party B informs Party A of the relevant trading data on the confirmed transaction date over the phone or via email.

【四】同意書

[4] Letter of Consent

- 一、甲方同意,凡以甲方留存之同式印鑑或簽名辦理之外幣有價證券及外幣金融商品委託買賣、 交割及契約有關事項之變更(如變更地址、電話等)均視同甲方之行為;該印鑑若生遺失或 變更等情事時,甲方願向乙方辦理變更手續,於未完成變更前就上開事項所生之問題,甲方 願自行負責。
- 1. Party A agrees that the instruction, trading and settlement of securities and financial products denominated in Foreign Currency and changes to matters related to the contract (such as change of address and telephone number) with the identical seal or signature shown in the specimen provided by Party A are considered the acts by Party A. In case of loss or change of the seal, Party A is willing to go through Party B's procedures for the change and shall be accountable for any problems arising from the aforementioned matters before the change procedures have been completed.
- 二、甲方同意乙方、財團法人聯合徵信中心、票交所、證期局、交易所、集保結算所、櫃檯買賣中心、證金公司及其他與乙方業務相關機構及甲方已有往來之金融機構於符合其營業登記項目或章程所定業務之需要等特定目的範圍內,依相關法令蒐集、處理、利用及國際傳輸甲方之個人資料及其個人之委託帳戶保管相關資料。
- 2. Party A agrees that Party B, Joint Credit Information Center, Taiwan Clearing House, the Securities and Futures Bureau, Taiwan Stock Exchange, Taiwan Depository & Clearing Corporation, Taipei Exchange, securities financing companies, other organizations with business relations with Party B and financial institutions Party A deals with, according to Relevant laws, can collect, process, use and internationally transmit Party A's personal data and the information of Account Custody Services for business needs in line with the scope of business registration or articles of incorporation.
- 三、甲方同意於乙方交易往來之對帳單製發作業得採委外方式處理。
- 3. Party A agrees that Party B's production of transaction statements may be outsourced.
- 四、甲方同意乙方得依法令規定蒐集、處理、利用及國際傳輸其個人資料(包括該資料之相關文件 或證明)及其個人之委託帳戶保管相關資料,予國外交易市場之主管機關、複受託金融機 構、債券交易對手、境外基金總代理人、境外結構型商品總代理人、國外交易所、臺灣證券 交易所、櫃檯買賣中心、保管結算機構、主管機關所指定之機構及其他政府機關。
- 4. Party A agrees that Party B may collect, process, use and internationally transmit Party A's personal data (including relevant documents or certificates) and the information of Account Custody Services related to such data, according to laws, to competent authorities governing overseas exchanges, subbroker financial institutions, bond trading counterparties, general distributors of offshore funds and structured products, overseas exchanges, Taiwan Stock Exchange, Taipei Exchange, custodian and settlement organizations, organization designated by the competent authority and other government agencies.

【五】匯款指示授權同意書

[5] Letter of Instruction and Authorization for Remittances

甲方同意乙方得將甲方買賣外幣有價證券及外幣金融商品相關款項或其他應付甲方之款項,除約 定交割銀行帳戶外,匯入於前列客戶基本資料表之甲方指定帳戶。但如甲方指定匯入甲方其他帳 戶者,以乙方收到書面匯款指示正本時始生效。匯費同意由應付甲方款項扣除。

Party A agrees that Party B may transfer the funds from Party A's Trading of Securities and Financial Products Denominated in Foreign Currency or other funds payable to Party A to the account designated by Party A in the above form of Customer's Basic Data, in addition to the agreed bank account for settlement. However, Party A's designation of other accounts for inward remittances only takes effect when Party B receives the original copy of the written instruction for remittances. The remittance fees shall be deducted from the funds payable to Party A.

【六】交割結匯授權書

[6] Letter of Authorization for Settlements and Remittances

茲為委託乙方買賣外幣有價證券及外幣金融商品,特立本交割結(換)匯暨轉帳授權書:

This Letter of Authorization for Settlements and Remittances is to authorize Party B to conduct the Trading of Securities and Financial Products Denominated in Foreign Currency:

甲方授權乙方得於甲方存於乙方所指定之指定銀行之外國股票交易專戶餘額不足時,乙方得將甲方交易專戶之其他貨幣依市場價格議定之匯率結匯所需之貨幣金額,以供支付交割價金、佣金及相關收費。

Party A authorizes that Party B may use the funds in other currencies in Party A's transaction account at the exchange rates in the market to pay for settlements, commissions and relevant fees in event of an insufficient balance in the account designated by Party A with the bank required by Party B for transaction of foreign equity securities

【七】電子式交易同意書

[7] Letter of Consent for Electronic Trading

甲方於乙方開立本帳戶使用電子交易委託買賣外幣有價證券及外幣金融商品,兹聲明已完全明瞭 並同意遵守下列各項規定:

In opening this account with Party B for Electronic Trading of Securities and Financial Products Denominated in Foreign Currency, Party A is fully aware and agrees to abide by the following rules:

- 一、電子交易係指甲方採行以網際網路等電子交易型態,甲方同意以下約定內容為一般性共通約 定,如有其他約定事項時,甲方同意自行查閱乙方電子交易之系統公告。
- 1. Electronic Trading refers to Party A's use of Internet trading. Party A agrees that the following terms and conditions are general clauses and agrees to inquire about other terms and conditions from Party B's announcements about Electronic Trading.
- 二、本同意書名詞定義如下:
- 2. The terminology in this letter of consent is defined as follows:
 - (一)「主管機關」:指金融監督管理委員會。
 - (1) Competent authority: This refers to the Financial Supervisory Commission.
 - (二)「電子簽章」:指依附於電子文件並與其相關連,用以辨識及確認電子文件簽署人身分、 資格及電子文件真偽者。
 - (2) Electronic signature: This refers to the mechanism attached to and related to electronic documents to identify and verify the identity and the qualification of an electronic document signer and the authenticity of the electronic document.
 - (三)「電子訊息」: 指甲方或乙方經由電腦及網路連線傳遞之訊息。
 - (3) Electronic messages: This refers to the messages conveyed by Party A or Party B via a computer and over the network.
 - (四)「加密」: 指利用數學演算法或其他方法,將電子文件以亂碼方式處理。
 - (4) Encryption: This refers to the showing of electronic documents as gibberish by using algorithms or other methods.
 - (五)「憑證」:指載有簽章驗證資料,用以確認簽署人身分、資格之電子形式證明。
 - (5) Certificates: This refers to the signature validation mechanism as the electronic form of confirmation of the signer's identity and the qualification.
 - (六)「憑證機構」:指簽發憑證之機關、法人。
 - (6) Certification organization: This refers to the institutions and juristic persons that issue certificates.
- 三、甲方同意並了解以網際網路委託時,所開立之帳戶需經取得使用密碼及下載安裝憑證機構所簽發之電子憑證後,始得進行電子式交易委託買賣,且委託買賣之電子訊息,乙方將依規記

錄其網路位址 (IP) 及電子簽章。

- 3. Party A agrees and understands that it is necessary to obtain a password and download and install the electronic certificate issued by a certification organization to use the account to place online instructions for Electronic Trading. Party B will record the IP addresses and the electronic signatures of the electronic message for buy/sell instructions.
- 四、乙方與甲方間之外幣有價證券及外幣金融商品買賣之委託、委託回報及成交回報等電子文件 之傳輸,均應依主管機關規定使用憑證機構所簽發之電子簽章簽署,憑以辨識及確認。
- 4. The transmission of electronic documents between Party B and Party A regarding the instructions, instruction confirmation and transaction reports of Trading of Securities and Financial Products Denominated in Foreign Currency should be identified and verified with the electronic signatures issued by the certification organizations designated by competent authorities.
- 五、甲方同意並了解如有下列情形之一,乙方得不執行任何接收之電子訊息:
- 5. Party A understands and agrees that Party B does not have to execute any instructed made via electronic messages in any of the following circumstances:
 - (一) 甲方傳送之電子訊息無法完整辨識其內容。
 - (1) The content of electronic message sent by Party A cannot be fully identified.
 - (二) 有相當理由懷疑電子訊息之真實性或所指定事項之正確性。
 - (2) There is a reasonable ground to doubt the authenticity of the electronic message or the accuracy of the instructed matter.
 - (三) 依據電子訊息執行或處理業務,將違反相關法律或命令。
 - (3) The execution or business processing based on the electronic message will violate relevant laws or orders.
 - (四) 甲方有無法履行所委託事項交割義務之事實。
 - (4) There is a fact that Party A cannot perform the settlement obligation of the instruction.
- 六、乙方對於甲方之買賣委託紀錄至少應保存五年,買賣有爭議者應保留至爭議消除為止。
- 6. Party B should retain the records of Party A's instructions and transactions for at least five years and until the disappearance of dispute if the transaction is in contention.
- 七、甲方委託買賣下單應詳閱乙方電子交易之下單使用說明,於網際網路委託下單時,應注意乙 方電子交易之系統公告。
- 7. Party A should read in detail Party A's explanation of Electronic Trading orders when instructing buy/sell instructions and pay attention to Party B's announcements about Electronic Trading when placing orders via the Internet.
- 八、乙方對於其資訊系統之維護應盡善良管理人之注意義務,確保電子訊息安全,防止非法進入系統、竊取、竄改或毀損業務記錄及資料,並採加密機制傳送甲方之委託資料。甲方同意妥為保管個人密碼、電子憑證(CA憑證)等個人安控機密資料,如有遺失或遭竊或其他遭委託人以外之人占有等情形,於甲方通知乙方該等事實前之下單委託買賣,甲方仍應依履行交割義務並負其責。另因甲方不當使用或他人冒用所成交之買賣事項,甲方仍應履行交割義務並負相關責任。甲方知悉其密碼及電子憑證除委託授權他人下單外,不得告知他人、借予他人使用或委託他人代為保管,甲方應盡善良管理人之注意義務使用並且保管密碼及電子憑證等個人安控機密資料,如有遺失、被竊或其他遭甲方以外之人占有之情形,應立即通知乙方,以便進行密碼及電子憑證之註銷或換發作業。
- 8. Party B shall exercise duty of care as a good manager for its information systems, to ensure the security of electronic messages and to prevent illegal access, theft, tampering or destruction of business records and data and adopt an encryption mechanism for transmission of Party A's instruction data. Party A agrees to safekeep Party A's personal security control data such as password, electronic certificates, i.e., certificate authority (CA) certificates. In event of loss, theft, or embezzlement by non-principals, Party A shall still be obligated and liable for settlements of the transactions instructed before Party A informs Party B of such facts. Party A shall also be obligated and liable for settlements of the transactions made by account misuse by Party A or others. Except for authorizing others to place trading instructions, Party A understands that the password and electronic certificate cannot be revealed or loaned to others or entrusted others for safekeeping. Party A shall exercise duty of care as a good manager for the use and safekeeping of personal security control data such as passwords and electronic certificates. In event of loss, theft, or embezzlement by non-Party A, it is necessary to immediately notify Party B for cancelation or replacement of the passwords and electronic certificates.

- 九、乙方對於執行本同意書服務而取得之甲方資料,當盡善良管理人之注意,並遵守個人資料有關法令暨主管機關相關規定,不得洩漏予無關之第三者。甲方同意主管機關、乙方、臺灣證券交易所股份有限公司、財團法人中華民國證券櫃檯買賣中心、中華民國證券商業同業公會及其他經主管機關指定之相關機構,及甲方已有往來之金融機構於符合其營業登記項目或章程所定業務之需要等特定目的範圍內,得蒐集、處理及利用甲方之個人資料。
- 9. Party B shall exercise duty of care as a good manager for Party A's data obtained in the course of rendering services under this letter of consent, abide by laws and regulations by competent authorities related to personal data and may not divulge to irrelevant third parties. Party A agrees that competent authorities, Party B, Taiwan Stock Exchange Corporation, Taipei Exchange, Taiwan Securities Association, other institutions designed by competent authorities and financial institutions Party A deals with may collect, process and use Party A's personal data within the scope and purposes stated on the business registration or articles of incorporation.
- 十、甲方同意並了解因網路傳輸電子式交易在傳送資料上有著先天上的不可靠與不安全,透過網路傳送資料隱含著中斷、延遲等危險,假如電子式交易服務在任何時候無法使用或有所延遲,甲方同意使用其它管道,例如電話或親臨乙方營業處所等方式確認。
- 10. Party A understands and agrees that network transmission of Electronic Trading data is inherently unreliable and insecure. Network transmission of data comes with the implied risks of disruptions and delays. If Electronic Trading services cannot be used or are delayed at any given time, Party A agrees to use other channels such as telephone or visit Party B's business premise for confirmation.
- 十一、甲方同意並了解透過網際網路等電子式交易型態委託,因電子訊息的傳送過程必須花費一 些時間,並非即時完成,故在市場價格快速變動時,不能保證下單撮合時間或更改、取消委 託的結果與甲方預期相符。
- 11. Party A understands and agrees that online instructions for Electronic Trading are not completed instantaneously, as the transmission of transaction of electronic messages takes some time. Therefore, there is no guarantee that the timing of order matches or change/cancelation of instructions produce the results expected by Party A when the market prices change rapidly.
- 十二、甲方以網際網路電子交易委託買賣外幣有價證券及外幣金融商品,應約定該委託之有效期限,並應於網頁之委託輸入畫面顯示該有效期限,如為事先委託(交易開盤前之有效委託), 則其有效委託期限僅限於委託交易之當日,若該委託實際交易日發生不可預期或不可抗力之 因素導致股市休市,該筆委託即視為無效,甲方絕無異議。
- 12. Party A should agree on the validity period of an instruction placed via the Internet for Electronic Trading of Securities and Financial Products Denominated in Foreign Currency and enter the validity period on the web page for display of instructions. A pre-market order (instruction effected before market opening) is valid only on the day of the instructed transaction. The instruction is deemed invalid if the stock market is closed due to unexpected or force majeure factors and Party A may not raise objections.
- 十三、甲方委託乙方買賣事項如因乙方風險管理之目的、資金額度、持股或其他外幣有價證券及 外幣金融商品投資法令限制等,乙方得拒絕該項委託,甲方絕無異議。乙方得應甲方要求, 提供甲方查詢委託額度。
- 13. Party B may decline Party A's buy/sell instruction due to Party B's risk management, funding quotas, shareholdings or legal restrictions on the investment of securities and financial products denominated in Foreign Currency and in this instance, Party A may not raise objections. Party B may provide Party A to inquire for instruction quotas as per Party A's requests.
- 十四、甲方確實了解電子交易方式亦具法律效力,甲方應依證券交易相關法令履行交割義務,如 有違約交割情事,甲方願負擔相關之法律責任。
- 14. Party A understands that Electronic Trading is also legally binding and Party A shall fulfil settlement obligations according to laws relating to securities and transactions. Party A is willing to assume relevant legal liability for settlement defaults.
- 十五、甲方以電子交易委託買賣外幣有價證券及外幣金融商品,應確認內容及系統回報之各項訊 息有無錯誤。如有不符,應及於營業時間內通知乙方查明。
- 15. Party A should confirm the accuracy of all contents and information reported back on the system when placing instructions for Electronic Trading of Securities and Financial Products Denominated in

Foreign Currency. It is necessary to notify Party B for clarification during business hours to address any inconsistencies.

- 十六、國外證券交易市場或因無漲跌幅限制或因交易習慣或規則與我國證券交易規則不同,甲方於買賣外幣有價證券及外幣金融商品前應充分了解交易習慣及投資風險;投資外幣有價證券及外幣金融商品係以外國貨幣交易,除實際交易產生之損益外,尚需負擔匯率風險,故甲方委託買賣外幣有價證券及外幣金融商品前,對其他可能影響之因素亦須審慎評估,以免遭受損失。
- 16. Party A should fully understand the trading practices and investment risks before Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) because there may be no limits on price increases/decreases on overseas securities exchanges or trading practices or securities trading rules are different from those in Taiwan. The investment in securities and financial products denominated in Foreign Currency comes with profit or loss from transactions and exchange rate risks. Therefore, Party A must carefully consider other factors before instructing the Trading of Securities and Financial Products Denominated in Foreign Currency, in order to avoid losses.
- 十七、甲方充分了解電子交易之網路報價系統,常因時差等因素而發生報價時間延遲之情事,甲 方因報價時間遲延所導致之誤差,不得向乙方主張任何損害賠償。
- 17. Party A fully understands that the online quotation system for Electronic Trading is often time delayed due to factors such as time differences. Party A may not claim against Party B for any damages due to errors caused by time latency of quoted prices.
- 十八、乙方對於其處理甲方從事電子式交易之相關設備軟硬體,應盡善良管理人之注意義務。在 乙方合理的安全管理範圍外,因不可抗力事由(包括但不限於天然災害、戰爭)致委託或更改 委託遲延、造成無法接收或傳送,而不可歸責於乙方者,乙方不負賠償責任,甲方仍應依原 委託買賣事項之實際成交結果履行交割義務。
- 18. Party B shall exercise duty of care as a good manager regarding the equipment, hardware and software used to process Party A's Electronic Trading. Within the reasonable scope of its security management, Party B will not be liable for inability to receive or send or delay in receiving or sending instructions or change to instructions due force majeure (including but not limited to natural disasters and wars) and not attributable to Party B. In this instance, Party A should still fulfill settlement obligations arising from transactions completed on the basis of original instructions.
- 十九、本同意書為開戶契約之一部分,本同意書未特別規定之事項,除開戶契約有其補充效力之外,乙方得援引現行之相關法規、主管機關之函令解釋、國內外金融業務慣例及證券經紀商內部控制制度標準規範為本同意書之一部分,如前述法令函釋有所變更,自該法令函釋變更生效之日起,視為契約變更。
- 19. This letter of consent is part of the account opening contract. Unless the account opening contract has supplementary validity, Party B may refer to relevant existing laws and regulations, official letters and interpretations issued by competent authorities, financial business practices domestic and overseas and the standards and regulations governing internal control systems of securities brokers for any matters not specified in this letter of consent. In case of change to the aforesaid laws, official letters, and interpretations, the effective date of such change is deemed as change of the contract.

【八】電子對帳單寄送同意書

[8] Letter of Consent for Electronic Account Statements

甲方於乙方開立之受託買賣外幣有價證券及外幣金融商品交易帳戶,除法令另有規範外,甲方同意乙方以電子郵件方式寄送買賣報告書、對帳單或其他之交易資料予甲方,並取代現行規定每日或每月以實體郵件寄送之買賣報告書及對帳單。甲方已詳閱並同意遵守下列各項規定:

Unless otherwise stipulated by laws, Party A agrees that Party B sends trading reports, statements and other transaction data to Party A via email for Party A's account with Party B for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU), in lieu of the trading reports and statements physically delivered via post daily or monthly under the current regulations. Party A has read in detail and agrees to abide by the following requirements:

- 一、 乙方得將甲方於乙方委託買賣外幣有價證券及外幣金融商品之買賣報告書、對帳單或其他之 交易資料等,寄送至甲方指定之電子郵件信箱位址。
- 1. Party B may send to the email address designated by Party A the trading reports, statements or other

transaction data of Party A's Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) instructed to Party B.

- 二、乙方本項作業之網路安全機制,係自行建立符合網路交易認證機制之寄送平台,並採加密方式傳送,以確保資料安全,前項資料寄送紀錄依主管機關所定之期限予以保存,惟網際網路傳送仍有一定風險,甲方在此聲明已確實瞭解其風險,並同意承擔此風險。
- 2. To ensure data security, Party B's network security mechanism for this operation is its internally established platform for delivery via encryption and in adherence to online transaction certification mechanisms. The records of the aforesaid data sent are retained according to the duration required by competent authorities. However, transmission via the Internet still comes with certain risks. Party A hereby declares a full understanding of these risks and willingness to assume these risks.
- 三、電子對帳單與委託買賣之交易內容如有差異,甲方應於送達後五個營業日內向乙方查明原因, 逾期視同確認無誤,甲方並同意以乙方帳載資料為最後依據。
- 3. In case of discrepancy between electronic statements and details of instructed transactions, Party A shall inquire with Party B about the reasons within five business days of the arrival of such statements and details. It is deemed to have been confirmed as accurate after this deadline and Party A agrees that Party B's records as the final basis.
- 四、甲方了解並同意倘因不可歸責於乙方之下列事由發生,致寄送作業遲延或無法完成傳輸作業時, 乙方不負賠償責任:
- 4. Party A understands and agrees that Party B is not liable for damages as a result of delay in sending or inability to complete transmission due to the following circumstances not attributable to Party B:
 - (一)網路傳輸通訊遭受不可抗力事由(包括但不限於天然災害、戰爭)之破壞或干擾者。
 - (1) Destruction or interruption of network transmission and communications due to force majeure (including but not limited to natural disasters and wars).
 - (二)乙方、其他協力廠商或相關電信業者網路系統軟體設備發生故障者。
 - (2) Failure of network system equipment/software operated by Party A, suppliers or telecom companies.
 - (三)甲方之電子郵件信箱空間不足者。
 - (3) Insufficient space of Party A's email box.
 - (四)提供乙方電子郵件信箱服務之公司發生異常者。
 - (4) Abnormality of the providers of email services to Party B.
 - (五)有其他非可歸責於乙方之事由發生者。
 - (5) Other circumstances not attributable to Party B.
 - 經甲方通知無法接收之事實後,乙方得再行補寄。

Party B may resend after it has been notified by Party A for inability to receive.

- 五、本申請書相關事項,乙方得依主管機關之相關法令規定及證券之相關規定辦理。本申請書規 定之事項,如因主管機關法令規定變更有修改之需要時,乙方得以書面通知甲方或以公告方 式修改之,甲方絕無異議。
- 5. Party B may handle the matters in relation to this application form according to the laws set by competent authorities and regulations governing securities. If it is necessary to amend the matters required by this application form due to legal/regulatory changes by competent authorities, Party B may conduct amendments by informing Party A in writing or via a public announcement. In this instance, Party A may not raise objections.
- 六、若日後甲方之電子郵件信箱位址變更或終止時,甲方同意依乙方規定親自辦理之。
- 6. In case of change or termination of Party A's email address, Party A agrees to process the change according to Party B's requirements.

【九】共同行銷

[9] Cross-selling

甲方茲聲明就乙方下列有關共同行銷所為之聲明事項均已詳閱並充分瞭解:

Party A hereby declares that it has read in detail and fully understands Party B's following statements about cross-selling:

一、甲方明瞭本受託買賣服務係由乙方所提供,乙方並得依金融控股公司法暨相關法令規定,共 用國泰金融控股公司暨子公司所屬人員(下稱共同行銷人員)辦理證券經紀業務之開戶,甲

方倘係透過共同行銷人員辦理上開開戶之行為,直接對乙方發生效力,相關契約責任之履行,均由乙方負責,但國泰金融控股公司暨子公司有故意或過失者,亦應負責;如因營業場所之設備失當致生損害時,其賠償責任由提供營業場所之國泰金融控股公司子公司負責,但乙方對於損害之發生有故意或過失者,應按雙方責任比例分擔之。甲方倘因共同行銷與乙方發生爭議,則負責辦理上開共同行銷之國泰金融控股公司子公司或其人員應協助甲方與乙方進行聯繫協商。但國泰金融控股公司子公司或其人員因處理共同行銷之委任事務有過失,或因逾越權限行為對甲方所生之損害,應負賠償責任。

- 1. Party A understands that the services of brokering trades are provided by Party B and Party B may share the personnel with Cathay Financial Holdings Co., Ltd. and its subsidiaries (collectively referred to as "cross-selling personnel) to handle the opening of securities brokage accounts, according to Financial Holding Company Act and relevant laws and regulations. If Party A opens an account abovementioned via cross-selling personnel, it is directly effective to Party B and Party B shall be accountable for performance of relevant contractual responsibilities as well as negligence by Cathay Financial Holdings Co., Ltd. and its subsidiaries, purposeful or not. However, Cathay Financial Holdings Co., Ltd.'s subsidiaries offering business premises shall be liable for damages caused by failure of equipment at the business premises. The responsibility shall be shared by both parties prorata for damages caused by Party B's negligence, purposeful or not. In case of disputes between Party A and Party B arising from cross-selling, Cathay Financial Holdings Co., Ltd.'s subsidiaries or its personnel who handled the aforementioned cross-selling shall assist Party A to communicate and negotiate with Party B. However, Cathay Financial Holdings Co., Ltd.'s subsidiaries or its personnel who handled the aforementioned cross-selling shall be liable for damages to Party A due to errors in handling of assigned cross-selling or breach of authorization.
- 二、乙方依法令就甲方之姓名及地址(含郵寄地址及 e-mail 電郵地址)進行交互運用之對象分別為「國泰世華商業銀行股份有限公司」、「國泰人壽保險股份有限公司」、「國泰世紀產物保險股份有限公司」及「國泰證券投資信託股份有限公司」,甲方資料如有變更,可隨時通知乙方或上開公司修正變更資料,並得隨時通知乙方或上開公司停止甲方資料之交互運用(乙方客戶服務專線:0809-080-288)。
- 2. According to laws, Party A's name and addresses (including postal address and email address) may be cross used by Party B, Cathay United Bank, Cathay Life Insurance Company, Cathay Century Insurance and Cathay Securities Investment Trust Co., Ltd. Party A may inform Party B or the abovementioned companies to update Party A's data changes anytime or to stop the cross use of Party A's data. (Party B's customer care hotline: 0809-080-288).
- 三、甲方明瞭乙方提供本受託買賣服務,無受存款保險及保險安定基金或其他相關保護機制之保障。
- 3. Party A understands that the services of brokering trades are provided by Party B and not covered by deposit insurance, Insurance Guaranty Fund, or other protection mechanisms.

【十】聲明書

[10] Statement

甲方確認於開戶契約書基本資料欄所載包括甲方 FATCA 身分註記之所有資訊均正確無誤,甲方並同意由乙方自動更新甲方原於乙方登記之相關資料。甲方保證於開戶契約書基本資料欄所載包括甲方 FATCA 身分註記之任何資訊如有變更,會於三十日內主動通知乙方。

Party A confirms that all the data (including Party A's FATCA status) provided in the basic data columns for the account opening contract is accurate. Party A also agrees that Party B automatically updates the relevant data originally registered by Party A with Party B. Party A guarantees that it will voluntarily notify Party B within thirty days of any change to Party A's information (including Party A's FATCA status) stated in the basic data columns for the account opening contract.

伍、風險預告書

V. Risk Disclosure Statement

甲方充分了解:本風險預告書之預告事項僅為列舉性質,對所有外幣有價證券及外幣金融商品之風險及影響市場行情之因素尚無法一一詳述,甲方於交易前除須對本風險預告書詳細研讀外,對本風險預告書未列舉之商品風險及其他可能影響之因素亦須有所預警,並確實做好財務規劃及風險評估,以免因貿然從事各類交易而遭受難以承受之損失。

Party A fully understands that the warnings in this Risk Disclosure Statement are merely illustrative in

nature, and it is not yet possible to describe in detail the risks and factors affecting market conditions of all foreign securities and foreign financial products dominated in foriegn currencies. In addition to carefully reviewing this Risk Disclosure Statement , Party A shall be warned of the product risks and other possible factors that are not described in this Risk Disclosure Statement before trading. Party A shall also make proper financial planning and risk assessment to avoid incurring unbearable losses due to rashly engaging in various transactions.

- 一、買賣外幣有價證券及外幣金融商品之投資風險,依其投資標的及所投資交易市場而有所差異,甲方應就投資標的為股票、認股權證、受益憑證(包括指數股票型基金 ETF)、債券及存託憑證及基金等,分別瞭解其特性及風險,並注意所投資外國證券交易市場國家主權評等變動情形。
- 1. The investment risk of trading foreign securities and foreign financial products dominated in foriegn currencies varies depending on the underlying investments and the trading market in which they invest. Party A shall understand the characteristics and risks of the underlying investments such as stocks, warrants, beneficiary certificates (including Exchange Traded Funds, ETFs), bonds, depositary receipts and funds, and shall also be aware of the changes in the sovereign ratings of the foreign securities markets in which it invests.
- 二、投資外幣有價證券及外幣金融商品係於國外證券市場交易,應遵照當地國家之法令及交易市場之規定辦理,其或與我國證券交易法等相關法規不同(如:部分外國交易所無漲跌幅之限制等),對於甲方之保障程度亦與我國法令有所差別,甲方及乙方除有義務遵守我國政府及自律機構之法律、規則及規範外,亦有義務遵守當地法令及交易市場規定、規章及慣例。
- 2. Investment in foreign securities and foreign financial products dominated in foreign currencies are traded in foreign securities markets and shall be conducted in accordance with the laws and regulations of the local governments and trading markets, which may differ from the relevant laws and regulations of our country (e.g., some foreign exchanges do not have restrictions on the rate of increase or decrease, etc.), and the degree of protection for Party A may also differ from the laws and regulations of our country. Party A and Party B are obliged to comply with the laws, rules and regulations of our government and self-regulatory institutions, as well as local laws and regulations, rules and practices of the local trading market.
- 三、甲方投資外幣有價證券及外幣金融商品,係基於獨立審慎之判斷後自行決定,並應於投資前明瞭所投資標的可能產生之(包括但不限於)國家、利率、流動性、提前解約、匯兌、通貨膨脹、交割、再投資、個別事件、稅賦、信用及受連結標的影響等風險,乙方不為任何投資獲利或保本之保證。
- 3. Party A makes its own decision to invest in foreign securities and foreign financial products dominated in foriegn currencies based on independent and prudent judgment, and shall be aware of the possible risks arising from the underlying investments (including but not limited to) country, interest rate, liquidity, early termination, exchange rate, inflation, settlement, reinvestment, individual events, taxation, credit, and the impact of linked assets, etc. before making the investment. Party B has no guarantee of investment profit or capital protection.
- 四、投資外幣有價證券及外幣金融商品,係以外國貨幣交易,因此,除實際交易產生損益外,尚 須負擔匯率風險,且投資標的可能因利率、匯率、有價證券市價或其他指標之變動,有直接 導致本金損失甚至發生損失超過投資本金之虞。
- 4. Investments in foreign securities and foreign financial products dominated in foriegn currencies are traded in Foreign Currency. Therefore, in addition to the actual transaction gains or losses, Party A shall also bear the exchange rate risk. The underlying investments may be subject to direct loss of principal or even loss in excess of the principal amount invested due to changes in interest rates, exchange rates, market prices of securities or other indicators.
- 五、投資外幣有價證券及外幣金融商品,乙方提供於甲方之資料或對交易市場、產業或個別商品之研究報告,或證券發行人所交付之通知書或其他有關甲方權益事項之資料,均係依各該外國法令規定辦理,甲方應自行瞭解判斷。
- 5. When Party A invests in foreign securities and foreign financial products dominated in foreign currencies, information provided by Party B to Party A or research reports on trading markets, industries or individual products, or notices delivered by securities issuers or other information

regarding Party A's interests shall be in accordance with the provisions of the laws and regulations of the respective foreign countries, and Party A shall make its own understanding and judgment.

- 六、乙方受託買賣外幣有價證券及外幣金融商品應與甲方簽訂受託買賣外幣有價證券及外幣金融 商品契約。甲方就其中對交割款項及費用之幣別、匯率及其計算等事項之約定,應明確瞭解 其內容,並同意承擔結匯匯率變化之風險及相關費用。
- 6. Party B shall enter into a contract with Party A for the Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) when entrusted with the trading of foreign securities and foreign financial products dominated in foriegn currencies. Party A shall clearly understand the contents of the contract regarding the currency, exchange rate and calculation of the settlement amount and fees, and agree to bear the risks of changes in the exchange rate of the settlement and related fees.
- 七、投資海外特別股相關風險如下:
- 7. The risks associated with the investment in overseas preferred stocks are as follows:
 - (一)甲方確知特別股投資將面臨與發行公司相關之業務及其他風險。
 - (1)Party A understands that the investment in the preferred stocks shall be subject to the business and other risks associated with the issuing company.
 - (二)甲方確知此項投資之投資風險包括但不限於市場風險、匯率風險及流動性風險等,並願 意承擔相關風險。
 - (2)Party A understands that the investment risks of this investment include, but are not limited to, market risk, exchange rate risk and liquidity risk, etc., and agrees to bear such risks.
 - (三)甲方確知特別股不一定為永續證券,部分特別股有到期日。
 - (3)Party A understands that the preferred stocks are not necessarily perpetual securities and that some of the preferred stocks have a maturity date.
 - (四)甲方確知發行公司有可能提前買回特別股。且發行公司買回時,亦有可能不依據當時次級市場之成交價買回。
 - (4) Party A understands that the preferred stocks may be bought back prematurely by the issuing company. In addition, the issuing company may buy back the preferred stocks at a price other than the prevailing price in the secondary market.
 - (五)甲方確知發行公司並未保證特別股每年固定配息,仍須視發行公司獲利狀況,由發行公司宣告配息與否。
 - (5) Party A understands that the issuing company has not guaranteed a fixed annual dividend for the preferred stocks and that the issuing company shall declare whether or not to distribute the dividend depending on the profitability of the issuing company.
 - (六)甲方確知交易特別股及其相關所得之稅務事宜。
 - (6) Party A understands the taxation of the preferred stocks and the related income.
- 八、投資外幣債券相關風險如下:
- 8. The risks associated with the investment in foreign bonds dominated in Foreign Currency are as follows:
 - (一)最低收益風險(Minimum Return risk):依債券條件由發行機構於存續期間配付利息,並於到期日支付債券面額,且依據不同類型債券定義出產品之最低收益風險。例如一:公司債券可能有附註條款,發行機構可選擇在某一期間後將債券現金票息由固定改為浮動而影響收益。例如二:永續債券之發行機構有權延遲票息的發放,或以其他方式為之(例如發行股份或其他適合的證券)。此外,永續債券之發行機構並無義務發放票息,並有權在不附任何理由的情況下無限期延遲發放永續債券的票息,或是在某些條件滿足情況下才發放票息。
 - (1) Minimum Return Risk: According to the terms of the bonds, the issuer shall pay the interest during the duration of the bonds and the face value of the bonds on the maturity date, and the minimum return risk of the products is defined according to different types of bonds. Example 1: A corporate bond may have a clause that allows the issuer to change the cash interest from fixed to floating after a certain period, which may affect the yield. Example 2: The issuer of the perpetual bonds has the right to defer the payment of interests or to do so in other ways (e.g., by issuing shares or other appropriate securities). In addition, the issuer of the perpetual bonds is not obligated to pay interests and has the right to defer payment of interests on the perpetual bonds indefinitely without any reason, or to pay interests only if certain conditions are met.

- (二)利率風險(Interest Rate Risk):債券自正式交割發行後,存續期間之市場價格將受發行幣別利率變動所影響;當該幣別利率調升時,債券之市場價格有可能下降,並有可能低於票面價格而損及原始投資金額;當該幣別利率調降時,債券之市場價格有可能上漲,並有可能高於票面價格而獲得額外收益。
- (2) Interest Rate Risk: The market price of the bonds is subject to changes in the interest rate of the currency of issuance during the duration of the bonds after they are officially delivered and issued. When the interest rate of the currency increases, the market price of the bonds may decrease and may be lower than the face value of the bonds, resulting in a loss of the original investment amount. When the interest rate of the currency decreases, the market price of the bonds may increase and may be higher than the face value of the bonds, resulting in additional income.
- (三)流動性風險(Liquidity Risk):債券不保證充分之市場流動性,甲方之提前賣出指示單依當時次級市場狀況決定,無法保證成交,在流動性缺乏或交易量不足的情況下,債券之實際交易價格可能會與債券本身之單位資產價值產生顯著的價差(Spread),將造成甲方若於債券到期前提前賣出,會發生可能損及原始投資金額的狀況,甚至在一旦市場完全喪失流動性後,甲方必須持有本債券直到滿期。
- (3) Liquidity Risk: The bonds are not guaranteed to have sufficient market liquidity. Early redemption orders placed by Party A are subject to prevailing secondary market conditions and are not guaranteed to be successfully traded. In the event of a lack of liquidity or insufficient trading volume, the actual trading price of the bonds may result in a significant spread from the unit asset value of the bonds, which may cause Party A to lose the original investment amount if the bonds are sold before maturity. Moreover, once the market completely loses liquidity, Party A shall hold the bonds until maturity.
- (四)提前賣出的風險(Early Redemption Risk):發行機構未發生違約及提前終止事件之狀況下,於到期日時,將償還 100%原始本金。惟如甲方提前賣出時,必須以賣出當時之實際成交價格賣出,此情況可能導致本金之損失。亦即當市場價格下跌(受利率、匯率等影響),而甲方又選擇提前賣出時,可能會產生本金損失。
- (4) Early Redemption Risk: If there is no default or early termination by the issuer, 100% of the original principal amount shall be repaid on the maturity date. However, if Party A makes early redemption, it shall be sold at the actual transaction price at the time of sale, which may result in loss of principal. This means that if the market price declines (due to interest rates, exchange rates, etc.) and Party A chooses to make early redemption, loss of principal may occur.
- (五)信用風險(Credit Risk): 甲方須承擔本債券發行機構之信用風險,而信用風險之評估,端視甲方對於債券發行機構之信用評等價值之評估;亦即保本與保息係由發行機構所承諾,而非乙方之承諾或保證。一旦發行機構在發生違約事件時,甲方將可能無法領回到期投資本金及/或任何債券利息/配息。不同的債券儘管是由相同發行機構發行,仍可能會有不同的信用評等。
- (5) Credit Risk: Party A shall bear the credit risk of the bond issuer, and the assessment of credit risk depends on Party A's assessment of the credit rating of the bond issuer; i.e., the principal and interest guarantee are undertaken by the bond issuer, not by Party B's commitment or guarantee. In the event of default by the issuer, Party A may not be able to receive the principal amount of the investment and/or any interest/interest payment on the bonds. Different bonds may have different credit ratings even though they are issued by the same issuer.
- (六)無到期日風險:債券若為永續債券,除另有約定外,發行機構無義務贖回該債券,甲方無權利要求發行機構贖回債券,即贖回日是否執行贖回係發行機構之權利,發行機構若決定不贖回或延期執行贖回,甲方即有無法如期取回資金之風險,甲方應特別注意。持有永續債券期間愈久,甲方將承受較大之價格波動之風險,且將受到與發行機構相關的金融市場內在風險的影響。永續債券的價值,可能會急速地上漲或滑落,產品過去的表現,不能成為對其未來表現之指標。
- (6) Risk of No Maturity Date: If the bonds are perpetual bonds, the issuer is not obligated to redeem the bonds unless otherwise agreed, and Party A has no right to request the issuer to redeem the bonds, i.e., it is the issuer's right to execute the redemption on the redemption date or not, and if the issuer

decides not to redeem or postpone the redemption, Party A shall pay special attention to the risk of not getting back the funds as scheduled. The longer period Party A holds the perpetual bonds, the greater the risk of price fluctuations and the greater the exposure to the risks inherent in the financial markets associated with the issuer. The value of the perpetual bonds may rise or fall rapidly, and the past performance of the product shall not be used as an indicator of its future performance.

- (七)發行機構行使提前贖回債券權利風險(Call Risk)及再投資風險(Re-investment Risk):發行機構若行使提前贖回債券權利,將縮短預期的投資期限。有些債券的條件賦予發行機構得於債券到期前執行提前贖回或「強制提前贖回」之權利。當發行機構選擇贖回,或是當某些特定事件發生時,債券可能被贖回;此外,部分債券雖有預定贖回日期,惟當發行機構選擇不贖回,即使於贖回日亦可能不被贖回。又若永續債券訂有預定贖回日,發行機構仍有可能提前贖回永續債券。發行機構辦理贖回時,亦有可能不依據當時次級市場之成交價贖回。發行機構可以寄發贖回永續債券之通知,但是發行機構並無義務一定要如此辦理,發行機構對於贖回擁有絕對的自主權。當永續債券不論以任何理由,包括被發行機構行使贖回或被強制轉與時,甲方將可能無法就甲方所取得的金額,在該時間點上以相同的報酬率或是投資報酬再進行投資(再投資風險)。利率下跌時,可能會促使可贖回債券的提前贖回,而使得甲方本金回收較預期為早。在此情形下,甲方僅能將其本金再投資於其他固定收益債券。另外,若債券提前贖回通常係以接近或票面價值執行,投資溢價債券之甲方將承擔本金損失之風險。
- (7) Call Risk and Re-investment Risk of the issuer's exercise of the right to redeem the bonds early: The issuer's exercise of the right to redeem the bonds early shall shorten the expected term of the investment. The terms of some bonds provide the issuer with the right to make early redemptions or "mandatory early redemptions" prior to maturity. The bonds may be redeemed when the issuer chooses to do so or upon the occurrence of certain events. In addition, some bonds may not be redeemed even on the redemption date if the issuer chooses not to redeem the bonds despite the scheduled redemption date. If the perpetual bonds have a scheduled redemption date, the issuer may still redeem the perpetual bonds early. The issuer may also redeem the bonds at a price that is not based on the prevailing secondary market price. The issuer may send notice of redemption of the perpetual bonds, but the issuer is not obligated to do so and the issuer shall have absolute discretion with respect to redemptions. When the perpetual bonds are redeemed or mandatorily converted by the issuer for any reason, Party A may not be able to reinvest the amounts that Party A has received at the same rate of return or return on investment at that time point (reinvestment risk). A decline in interest rates may result in the early redemption of the callable bonds, which may result in Party A's earlier than expected recovery of principal. In this case, Party A may only reinvest its principal in other fixed income bonds. In addition, if the early redemption of the bonds is usually executed at close to or at par value, Party A shall bear the risk of loss of principal when investing in premium bonds.
- (八)匯率風險(Exchange Rate Risk):債券屬外幣計價之投資產品,若甲方於投資之初係以新臺幣資金或非本產品計價幣別之外幣資金承作債券者,須留意外幣之孳息及原始投資金額返還時,轉換回新臺幣資產時將可能產生低於投資本金之匯兌風險。
- (8) Exchange Rate Risk: The bonds are Foreign Currency denominated investment products. If Party A initially invests in the bonds with funds in New Taiwan Dollars or in a Foreign Currency other than the denominated currency of the product, it shall be noted that the exchange rate risk may arise from the conversion of the return of Foreign Currency interests and the original investment amount to New Taiwan Dollars, which may be lower than the principal amount invested.
- (九)國家風險(Country Risk):債券之發行或保證機構之註冊國如發生戰亂等不可抗力之事件時,將可能導致甲方損失。
- (9) Country Risk: In the event of war or other force majeure events in the country of registration of the issuer or guarantor of the bonds, Party A may suffer losses.
- (十)事件風險(Event Risk):如遇發行機構發生重大事件,有可能導致債券評等下降(bond downgrades)。
- (10) Event Risk: If a major event occurs in the issuer, the bonds may downgrade as a result. (十一)交割風險(Settlement Risk): 債券發行機構之註冊國或款券交割清算機構所在地,如遇緊急特殊情形、市場變動因素或逢例假日而改變交割規定,將導致暫時無法交割或交割延

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- (11) Settlement Risk: In the event of emergency or special circumstances, market changes, or a holiday resulting in a change in the settlement requirements in the country of registration of the bond issuer or the location of the settlement institution, delivery may be temporarily impossible or delayed.
- (十二)通貨膨脹風險 (Inflation Risk):通貨膨脹將導致債券的實質收益下降。
- (12) Inflation Risk: Inflation shall cause a decline in the real yield of the bond.
- (十三)稅務風險:在不同司法管轄區將有不同的稅務處理方式,外幣債券累計收益可能分散 於債券年限內,而稅款的支付可能發生在債券到期前。債券贖回或在到期日前出售,亦可能 涉及有關之稅負。甲方須完全承擔債券在司法管轄區及政府法令規定的稅負,包括(但不限 於)印花稅或其他因債券所生之稅款或可能被收取之費用。甲方在申購外幣債券前,應尋求獨 立稅務顧問建議。
- (13) Tax Risk: Different jurisdictions may have different tax treatment. The accumulated incomes of the foreign bonds dominated in Foreign Currency may be scattered over the duration of the bonds, and the payment of taxes may occur prior to the maturity of the bonds. Redemption or sale of the bonds prior to maturity may also involve tax liabilities. Party A shall be fully liable for all taxes imposed on the bonds by jurisdiction and governmental regulations, including (but not limited to) stamp duty or other taxes or fees incurred by or imposed on the bonds. Party A shall seek advice from an independent tax advisor before subscribing for foreign bonds dominated in Foreign Currency.
- (十四)甲方瞭解外幣債券非屬存款,亦不受存款保險及保險安定基金或其他相關保護機制之保障,最壞之情形下,最大損失可能為全部投資本金金額及利息。
- (14) Party A understands that the foreign bonds dominated in Foreign Currency are not deposits and are not protected by deposit insurance, Insurance Guaranty Funds or other related protection mechanisms. In the worst case, the maximum loss may be the entire principal amount of the investment and the interest.
- (十五)債息及本金之支付,需待乙方實際收到配息或交割款後才能將之轉入交割帳戶,一般 入帳日約為配息或賣出交易日後7至10個營業日,惟仍須視發行機構配息入帳時間而調整。
- (15) The payment of interest and principal of the bonds shall be transferred to the settlement account only after Party B has actually received the interest payment or settlement payment. Generally, the entry date is approximately 7 to 10 business days after the date of interest payment or sale transaction, but it is subject to adjustment depending on the time of interest payment entry by the issuer.
- (十六)一般情況下,甲方於次級市場購買債券時,需支付「前手息」,「前手息」為支付前 手債券持有人從上次配息日後至本次於次級市場交易日(即債券交割日且不含交割日當日) 間之應計票息,乙方將於交易時依據彭博資訊系統計算實際前手息,一切依據國際市場慣例 及彭博資訊為主。
- (16) In general, when Party A purchases the bonds in secondary market, it is required to pay "accrued interest", which is the accrued interest to the former bondholders from the previous interest payment date to the current transaction date in the secondary market (i.e. the settlement date of the bonds and excluding the settlement date). Party B shall calculate the actual accrued interest at the time of transaction based on the Bloomberg Professional Service, with international market practice and Bloomberg information as the primary basis.
- (十七)乙方是以受託買賣方式接受甲方之指示進行交易,故無法對於認購狀況及交易價格做任何承諾,甲方並了解其投資風險與認購狀況之不確定性。
- (17) Party B is engaged in brokered trades under the instruction of Party A on entrusted basis and therefore cannot make any commitment on the subscription status and transaction price. Party A understands the risk of investment and the uncertainty of the subscription status.
- (十八)若債券為永續債券,甲方確實了解本商品為無到期日之永續債券且發行機構有權依本身之狀況或若發生不可抗力之事件等決定是否於配息日發放票息,或是延遲發放。
- (18) If the bonds are perpetual bonds, Party A understands that the bonds are perpetual bonds with no maturity date and that the issuer has the right to decide whether to pay the interest on the interest payment date or to defer the payment in accordance with its own conditions or in the event of a force majeure event.
- (十九)若本債券為永續債券,甲方確實了解本商品之次級市場流動性不佳,且持有人之清算 求償順位僅優於股票,並不適合所有投資人。

- (19) If the bonds are perpetual bonds, Party A understands that the product has poor liquidity in the secondary market and the holders' priority in liquidation is only better than that of the shareholders, which is not appropriate for all investors.
- (二十)甲方已充分閱讀及瞭解且接受風險預告,並經乙方指派業務人員解說,對投資外幣債券交易之風險已充分明瞭,且同意於交易前自行詳閱相關債券英文版之公開說明書或相關說明文件,謹慎評估相關證券交易風險,並知悉乙方已備置相關產品說明文件,甲方若有需要,可向乙方索取。
- (20) Party A has fully reviewed and understood and accepted the risk warnings, been advised by Party B's designated sales personnel, and fully understands the risks of investing in foreign bonds dominated in Foreign Currency transactions. Party A agrees to carefully assess the risks of the relevant securities transaction by reading the English version of the prospectus or relevant explanatory documents of the relevant bonds before the transaction. Party A is also aware that Party B has prepared the relevant product descriptions, which Party A may obtain from Party B if necessary.
- (二十一)甲方瞭解債券交易價格將有波動,而永續債券交易價格波動較大,任何時點報價僅供參考,在從事次級市場交易時,實際成交價格以市場之供需狀況決定。乙方將會盡最大努力,依交易市場之規範與慣例,為甲方從事買賣,但交易不保證成交,且甲方應自負本金虧損之風險。
- (21) Party A understands that the trading price of the bonds is subject to fluctuation and that the trading price of the perpetual bonds is highly volatile. The prices quoted at any given time-point are for reference only. The actual transaction price shall be determined by the supply and demand situation in the market for secondary market transactions. Party B shall use its best endeavors to engage in transactions for Party A in accordance with the norms and practices of the trading market. However, the transaction is not guaranteed to be completed and Party A shall solely bear the risk of loss of principal.

九、投資債券型基金相關風險如下:

- 9. The risks associated with the investment in bond funds are as follows
 - (一)信用風險: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,可能面臨債券發行機構違約不支付本金、利息或破產之風險。
 - (1) Credit Risk: Since the credit rating of non-investment grade bonds is not at the investment grade level or is not credit rated, there is a risk that the bond issuer may default on the payment of principal or interest or go bankrupt.
 - (二)利率風險:由於債券易受利率之變動而影響其價格,故可能因利率上升導致債券價格 下跌,而蒙受虧損之風險,非投資等級債券亦然。
 - (2) Interest Rate Risk: Since the price of bonds is vulnerable to changes in interest rates, there is a risk that the price of bonds may fall due to an increase in interest rates, which may result in a loss, even for non-investment grade bonds.
 - (三)流動性風險:非投資等級債券可能因市場交易不活絡而造成流動性下降,而有無法在 短期內依合理價格出售的風險。
 - (3) Liquidity Risk: The liquidity of non-investment grade bonds may be reduced due to the lack of active market transactions, and there is a risk that the bonds cannot be sold at a reasonable price in the near future.
 - (四)匯率風險:甲方以新臺幣兌換外幣申購外幣計價基金時,需自行承擔新臺幣兌換外幣之匯率風險,取得收益分配或買回價金轉換回新臺幣時亦自行承擔匯率風險,當新臺幣兌換外幣匯率相較於原始投資日之匯率升值時,甲方將承受匯兌損失。
 - (4) Exchange Rate Risk: Party A shall bear the exchange rate risk of the conversion of New Taiwan Dollars into Foreign Currency when subscribing for Foreign Currency denominated funds with New Taiwan Dollars converted into Foreign Currency, and shall also bear the exchange rate risk when receiving income distribution or converting the proceeds back to New Taiwan Dollars. If the exchange rate of the New Taiwan Dollars into Foreign Currency appreciates compared to that of the original investment date, Party A shall bear the exchange loss.
 - (五)委託人投資以非投資等級債券為訴求之基金不宜占其投資組合過高之比重,且不適合無法承擔相關風險之委託人。
 - (5) The funds entrusted by Party A to invest in non-investment grade bonds shall not take up an excessive proportion of its investment portfolio and are not appropriate for those who cannot bear the related risks.

- (六)若非投資等級債券基金為配息型,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。基金進行配息前未先扣除行政管理相關費用。
- (6) If a non-investment grade bond fund is dividend, the fund's distribution of dividends may be made out of the income or principal of the fund. Any portion of the fund that is paid out of principal may result in an impairment of the original investment amount. Administrative expenses have not been deducted prior to the distribution of dividends.
- (七)非投資等級債券基金可能投資美國 144A 債券(境內基金投資比例最高可達基金總資產 30%;境外基金不限),該債券屬私募性質,易發生流動性不足,財務訊息揭露不完整或價格不透明導致高波動性之風險。
- (7) The non-investment grade bond fund may invest in U.S. 144A bonds (up to 30% of total fund assets for domestic funds; no limit for foreign funds), which are private placement in nature and prone to high volatility due to illiquidity, incomplete disclosure of financial information or non-transparent prices.
- (八)請甲方注意申購基金前應詳閱公開說明書,充分評估基金投資特性與風險,更多基金評估之相關資料(如年化標準差、Alpha、Beta及 Sharp 值等)可至中華民國證券投資信託暨顧問商業同業公會網站之「基金績效及評估指標查詢專區」(https://www.sitca.org.tw/index_pc.aspx)查詢。
- (8) Party A is advised to carefully review the prospectus and fully evaluate the investment characteristics and risks of the fund before subscribing to the fund. More information on fund evaluation (such as annualized standard deviation, Alpha, Beta and Sharp values) can be found at the "Fund Performance and Evaluation Indicators Enquiry Area" (https://www.sitca.org.tw/index_pc.aspx) on the website of the Securities Investment Trust and Consulting Association of the Republic of China. (九) 另其他債券基金之配息來源亦可能為本金,故甲方應於申購前詳閱投資人須知,於充分了解所申購之基金後始能進行投資。
- (9) Other bond funds may also have principal as the source of dividend distribution. Therefore, Party A shall carefully review the investor notice prior to subscription and shall not invest until it fully understands the fund it is subscribing to.
- 十、高風險商品風險預告書:
- 10. Risk Disclosure Statement for High Risk Products:

(一)高風險商品定義:

- (1) Definition of high-risk products:
- 1. 外國店頭市場(Over-the-counter Bulletin Board;簡稱 OTCBB)、粉紅單交易系統(Pink-sheet) 交易之股票、認股權證、存託憑證、指數股票型基金(ETF) 、指數投資證券(ETN)。

Stocks, warrants, depositary receipts, exchange traded funds (ETFs), and exchange traded notes (ETNs) traded on the Over-the-counter Bulletin Board (OTCBB) and Pink-sheet system.

2. 外幣基金:參照「中華民國證券投資信託暨顧問商業同業公會基金風險報酬等級分類標準」,以「RR5」等級以下,且未經主管機關核備之基金。

Foreign Currency funds: Funds with a risk-return rating of "RR5" or less, and not approved by the competent authorities, with reference to the "Risk-Return Rating Standard for Funds of the Securities Investment Trust and Consulting Association of the Republic of China".

3. 外幣債券:以 S&P 信用評等或其對應評等之「CC」等級以下。

Foreign bonds dominated in Foreign Currency: with S&P credit rating or its corresponding rating of "CC" or less.

4. 外幣結構型商品:發行機構信用評等「A-」(不含 A-)等級以下,或主要發行機構之信用利差加碼幅度排名 90%以後。

Foreign Currency structured products: with a credit rating below "A-" (excluding A-) of the issuer, or with credit spreads of major issuers ranked at 90% or below.

- (二)甲方於決定投資高風險商品前,應充分瞭解下列特有風險:
- (2) Before deciding to invest in high-risk products, Party A shall fully understand the following specific risks:
- 1. 投資高風險商品,甲方所應承受高風險商品之流動性風險可能更大。

Investment in high-risk products may expose Party A to higher liquidity risk of high-risk products.

2. 投資高風險商品,導致甲方投資本金及利息損失的機率可能更高。

Investment in high-risk products may result in a higher chance of loss of principal and interest on Party A's investment.

3. 投資高風險之外幣債券,甲方所應承受之債券違約風險機率可能更高。

Investment in high-risk foreign-currency bonds may expose Party A to a higher risk of default on the bonds.

4. 投資高風險之外幣結構型商品,甲方所應承受發行機構之信用風險可能更大。

Investment in high-risk foreign-currency structured products may expose Party A to greater credit risk of the issuer.

5. 本高風險商品風險預告書之預告事項甚為簡要,亦僅為例示性質,因此對所有投資風險及影響市場行情之因素無法逐項詳述,甲方於交易前,須對本高風險商品風險預告書詳加研析,對其他可能影響之因素亦須慎思明辨,並確實評估風險,以免因貿然從事交易而遭到無法承受之損失。

The high-risk product risk warnings are very brief and merely exemplary in nature, and therefore it is not possible to detail all the investment risks and factors affecting market conditions. Party A shall carefully review the high risk product risk warnings before trading. Party A shall also prudently consider other factors that may affect the market and assess the risks to avoid unbearable losses due to rash trading.

6. 甲方瞭解乙方得隨時修改本高風險商品風險預告書,並於乙方網站公告,該修改或增訂事項 應於公告所列生效日期生效。倘甲方不同意該修改或增訂事項,得於前述公告所列生效日期前 終止與乙方之契約關係,否則視為同意該修改或增訂事項。

Party A understands that Party B may amend the high-risk product risk disclosures at any time and announce such amendments or additions on Party B's website and such amendments or additions shall become effective on the effective date set out in the announcement. If Party A disagrees with such amendment or addition, Party A may terminate the contractual relationship with Party B before the effective date set out in the aforesaid announcement, otherwise Party A shall be deemed to have agreed to such amendment or addition.

7. 甲方係完全依本身之獨立判斷決定投資標的,並承諾將自行負擔交易之一切風險,特請乙方 予以受理,倘日後就投資產品發生任何風險或甲方損失,將完全由甲方自行承擔,乙方將不負 責任何交易所產生之任何損失,亦不擔保商品發行機構之行為。

Party A decides the investment product entirely based on its own independent judgment and agrees to bear all the risks of the transaction, and hereby requests Party B to accept it. If any risk or loss of Party A occurs in the future with respect to the investment products, Party A shall be solely responsible for such risk or loss and Party B shall not be responsible for any loss arising from any transaction and shall not guarantee the conduct of the product issuer.

- (三)甲方進行承作高風險商品,以甲方於乙方總庫存市值不得超過乙方淨值的百分之二十為 上限。如已超逾限額仍欲承作,則須另案申請。
- (3) When Party A undertakes to trade high-risk products, the market value of Party A's total inventory in Party B shall not exceed 20% of Party B's net value as the upper limit. If Party A still intends to undertake the transaction after the limit has been exceeded, a separate application shall be made.

十一、指數股票型基金買賣風險預告書

11. Risk Disclosure Statement for Exchange Traded Funds

指數股票型基金(下稱 ETF)係以追蹤指數表現為目標的投資產品,而指數標的範圍廣泛包括:股票、債券、商品、原物料、能源、農產品利率…等。ETF為追蹤標的指數的績效,或透過投資實體資產(包含股票、債券或實物商品等)、或透過投資金融衍生性商品(包含期貨、選擇權、交換合約(Swap)等)去達到接近於標的指數的風險與報酬,爰買賣 ETF 有可能會在短時間內產生極大利潤或極大的損失,甲方於交易前應審慎考慮本身的財務能力及經濟狀況是否適合買賣此種商品。在決定從事交易前,甲方應瞭解投資可能產生之潛在風險,並應知悉下列各項事宜,以保護權益:

Exchange traded funds (hereinafter referred to as ETFs) are investment products that track the performance of indices, which include stocks, bonds, commodities, raw materials, energy, agricultural products, interest

rates, etc. In order to track the performance of the underlying index, ETFs either invest in physical assets (including stocks, bonds or physical commodities) or in financial derivatives (including futures, options, swaps, etc.) to achieve a risk and reward close to that of the underlying index. Therefore, trading in ETFs may result in significant profits or losses within a short period of time, and Party A shall carefully consider whether its financial position and economic condition are appropriate for trading in such products before trading. Before deciding to engage in a transaction, Party A shall understand the potential risks that may arise from the investment and shall be aware of the following matters in order to protect its interests:

- (一)買賣 ETF 係基於獨立審慎之判斷後自行決定,並應於投資前明瞭所投資之 ETF 可能有 (包括但不限於)國家、利率、流動性、提前解約、匯兌、通貨膨脹、再投資、個別事件、 稅賦、信用及連結標的市場影響等風險,乙方對甲方買賣之 ETF 不會有任何投資獲利或保本 之保證。
- (1) Party A makes its own decision to trade ETFs based on independent and prudent judgment, and shall understand before investing that the ETFs invested in may have (including but not limited to) risks of country, interest rate, liquidity, early termination, foreign exchange, inflation, reinvestment, individual events, taxation, credit and market impact of linked underlying index. Party B has no guarantee of investment profit or capital protection for the ETFs traded by Party A.
- (二)買賣 ETF,其投資風險會因應追蹤指數方式不同而有所差異,甲方應就所買賣 ETF,係透過投資實體資產(包含股票、債券或實物商品等)、或透過投資金融衍生性商品(包含期貨、選擇權、交換合約(Swap)等)追蹤指數表現,瞭解其特性及風險,並隨時注意現貨市場價格變動情形外,亦要留意 ETF 運用衍生性金融工具,如期貨、選擇權、交換合約(Swap)等工具複製或模擬追蹤標的指數報酬,可能產生較大追蹤誤差風險與交易對手風險。
- (2) The investment risks of ETFs trading may vary depending on the method of tracking the index. Party A shall understand the characteristics and risks of the ETFs traded in terms of tracking index performance by investing in physical assets (including stocks, bonds or physical commodities) or by investing in financial derivatives (including futures, options, swaps, etc.), and shall monitor price changes in the spot market at all times. Party A shall also be aware that ETFs use financial derivatives, such as futures, options, swaps, etc. to replicate or simulate the tracking of the underlying index returns, which may result in greater risk of tracking error and counterparty risk.
- (三) ETF 所投資之有價證券、商品、期貨或衍生性商品,係以外國貨幣交易,除實際交易產生損益外,尚須負擔匯率風險,且投資標的可能因利率、匯率或其他指標之變動,有直接導致本金損失之虞。
- (3) ETFs invest in securities, commodities, futures or derivatives that are traded in Foreign Currency and are subject to exchange rate risk in addition to actual trading gains and losses. Moreover, the underlying investments may result in direct loss of principal due to changes in interest rates, exchange rates or other indicators.
- (四) ETF 所投資之有價證券、商品、期貨或衍生性商品,如無漲跌幅限制,則 ETF 有可能因價格大幅波動而在短時間內產生極大利潤或極大損失。
- (4) If there is no limit on the range of increase or decrease of the securities, commodities, futures or derivatives in which the ETFs invest, the ETFs may generate significant profits or losses within a short period of time due to significant price fluctuations.
- (五) ETF 所投資之有價證券、商品、期貨或衍生性商品交易時間與 ETF 掛牌市場交易時間可能不同,發行人依規定於網站所揭露淨值,可能因時差關係,僅係以該國外交易所最近一營業日之收盤價計算,甲方應瞭解 ETF 所投資之追蹤標的包括:連結實物表現、或運用衍生性金融工具(如:期貨、選擇權、交換契約 (Swap)等)在全球其他市場可能會有更為即時之價格產生,故如僅參考發行人於網站揭露之淨值作為買賣 ETF 之依據,則可能會產生折溢價(即 ETF 成交價格低於或高於淨值)風險。
- (5) The trading hours of the securities, commodities, futures or derivatives in which the ETFs invest may be different from the trading hours of the ETFs' listed markets. The net value disclosed by the issuer on its website according to laws may be calculated merely based on the closing price of the latest business day of the overseas exchange due to time difference. Party A shall understand that the underlying assets of the ETFs invest in include: linked performance with physical assets, or using

financial derivatives (e.g. futures, options, swaps, etc.) that may have more immediate prices in other markets around the world. Therefore, if only the net value disclosed by the issuer on the website is used as the basis for trading the ETFs, there may be a risk of discount or premium (i.e. the ETFs are traded at a price lower or higher than the net value).

- (六)如依市場報價買賣 ETF,有可能會出現買賣報價數量不足,或買賣報價價差較大之情況,投資前應詳細蒐集 ETF 買賣報價相關資訊,並注意流動性風險所可能造成之投資損失。
- (6) If ETFs are traded based on market quotes, there may be a shortage of quotes or a wide spread in quotes. Before investing, Party A shall carefully obtain information about the quotes of ETFs and shall be aware of the possible investment loss caused by liquidity risk.
- (七)買賣槓桿反向型 ETF 的甲方,應完全瞭解槓桿反向型 ETF 之淨值與其標的指數間之正 反向及倍數關係,且槓桿反向型 ETF 僅以追蹤、模擬或複製每日標的指數報酬率正向倍數 或反向倍數為目標,而非一段期間內指數正向倍數或反向倍數之累積報酬率。
- (7) If Party A trades leveraged and inverse ETFs, Party A shall fully understand that leveraged and inverse ETFs track positive multiples or negative multiples of the underlying index. The goal of leveraged and reverse ETFs is to track positive multiples or negative multiples of the returns of the underlying index on a daily basis, not the accumulated returns in terms of positive multiples or negative multiples over a period of time.

十二、ETN買賣風險預告書

12. Risk Disclosure Statement for Exchange Traded Notes (ETNs)

甲方買賣ETN(Exchange Traded Note)係外國指數投資證券,以國外商品作為主要投資追蹤標的,追蹤指數或標的範圍係以有價證券或運用衍生性金融工具等(下稱本項ETN),交易本項ETN有可能會在短時間內產生極大利潤或極大的損失,甲方於交易前應審慎考慮本身的財務能力及經濟狀況是否適合買賣此種商品。在決定從事交易前,甲方應瞭解投資可能產生之潛在風險,並應知悉下列各項事宜,以保護權益:

The Exchange Traded Note (ETN) is a foreign index investment security with foreign products as the main investment underlying index, and the index being tracked or scope of the underlying index refers to securities or financial derivatives (hereinafter referred to as ETN). Trading in the ETNs may result in significant profits or losses within a short period of time, and Party A shall carefully consider whether its financial capacity and economic condition are appropriate for trading in these products prior to trading. Before deciding to engage in the transaction, Party A shall understand the potential risks that may arise from the investment and shall also be aware of the following matters in order to protect its interests:

- (一) 買賣本項 ETN 非為共同基金,並不實際持有指數成份資產,而係以債券發行人之信用 作為擔保,提供給甲方等同於其追蹤指數或標的之報酬收益。而大部份的 ETN 在其存續期 間內大多不另外支付債券利息。甲方應瞭解本項 ETN 商品特性。
- (1) ETNs are not mutual funds and do not actually hold the assets comprising the underlying index. Instead, their investment is guaranteed by the credit of the bond issuer, who shall provide Party A with compensation and incomes comparable to the index being tracked. Most of the ETNs do not pay additional interest on the bonds during their duration. Party A shall understand the characteristics of the ETNs
- (二) 買賣本項 ETN,其投資風險除需承擔該 ETN 追蹤指數或標的漲跌的風險外,尚有發行機構的信用風險。甲方應瞭解本項 ETN 所追蹤指數或標的之特性、漲跌變動情形及發行機構的信用風險。
- (2) In addition to the risks associated with the characteristics of the underlying index tracked by the ETNs and the fluctuation risks, investment risks in trading in ETNs include credit risks of the issuer of the ETNs. Party A shall understand the characteristics of the index or underlying tracked by the ETNs, the price fluctuations of the index or underlying and the credit risk of the issuer.
- (三) 買賣本項 ETN,於到期日或提前購回日時,發行人支付給投資人的金額,將完全視其追 蹤標的指數之表現,可能高於、等於或低於其期初之投資金額。甲方應瞭解本項 ETN 並非有擔保之債務,且不具備到期保本的功能。
- (3) The amount to be paid by the issuer to investors trading in ETNs upon maturity date or early sellback as requested solely depends on the performance of the underlying index tracked by the ETNs, which may be higher, equal to or lower than the investment amount at the beginning of the investment.

Party A shall understand ETNs are not secured debts and are not principal-guaranteed.

- (四) 買賣本項 ETN,如發行人信用狀況或評等發生變化,將直接對 ETN 次級市場之交易價格造成影響,也就是即使在追蹤之標的指標並沒有發生任何變動之情況下,ETN 仍舊可能因為發行人之信用評等下降,而出現跌價的情形。
- (4) When the issuer of ETNs being traded experiences changes in its credit status or rating, the trading price of the ETNs in the secondary market may be affected. In other words, even if there is no change in the underlying index being tracked, the trading price of ETNs may drop simply because the issuer's credit rating is downgraded.
- (五)投資本項 ETN 係基於獨立審慎之判斷後自行決定,並應於投資前明瞭所投資之本項 ETN 可能有(包括但不限於)國家、利率、流動性、提前解約、匯兌、通貨膨脹、再投資、個別事件、稅賦、信用及連結標的市場影響等風險,乙方對本項 ETN 受益憑證不會有任何投資獲利或保本之保證。
- (5) Party A makes its own decision to trade ETNs based on independent and prudent judgment, and shall understand before investing that the ETNs invested in may have (including but not limited to) risks of country, interest rate, liquidity, early termination, foreign exchange, inflation, reinvestment, individual events, taxation, credit and market impact of linked underlying index. Party B has no guarantee of investment profit or capital protection for the ETNs.
- (六) 本項 ETN 所追蹤指數或標的以外國貨幣交易,除實際交易產生損益外,尚須負擔匯率風險,且投資標的可能因利率、匯率或其他指標之變動,有直接導致本金損失之虞。
- (6) The underlying index or the underlying tracked by the ETNs is traded in Foreign Currency. In addition to the actual transaction gains or losses, the investment is subject to exchange rate risk. Moreover, the underlying investments may result in direct loss of principal due to changes in interest rates, exchange rates or other indicators.
- (七) 本項 ETN 所追蹤指數或標的如無漲跌幅限制,則本項 ETN 有可能因價格大幅波動而在 短時間內產生極大利潤或極大損失。
- (7) If there is no limit on the range of increase or decrease of the indexes or underlying tracked by the ETNs, the ETNs may generate significant profits or losses within a short period of time due to significant price fluctuations.
- (八) 本項 ETN 所追蹤指數或標的之交易時間與本項 ETN 掛牌市場之交易時間可能不同,發行人依規定於網站所揭露淨值,可能因時差關係,僅係以該國外交易所最近一營業日之收盤價計算,甲方應瞭解本項 ETN 所投資之追蹤指數或標的在全球其他市場可能會有更為即時之價格產生,故如僅參考發行人於網站揭露之淨值作為買賣本項 ETF 之依據,則可能會產生折溢價(即本項 ETN 成交價格低於或高於淨值)風險。
- (8) The trading hours of the indexes or underlying tracked by the ETNs may be different from the trading hours of the ETNs' listed markets. The net value disclosed by the issuer on its website according to laws may be calculated merely based on the closing price of the latest business day of the overseas exchange due to time difference. Party A shall understand that the indexes or underlying tracked by the ETNs may have more immediate prices in other markets around the world. Therefore, if only the net value disclosed by the issuer on the website is used as the basis for trading the ETNs, there may be a risk of discount or premium (i.e. the ETNs are traded at a price lower or higher than the net value).
- (九) 如依市場報價買賣本項 ETN, 有可能會出現買賣報價數量不足,或買賣報價價差較大之情況,投資前應詳細蒐集本項 ETN 買賣報價相關資訊,並注意流動性風險所可能造成之投資損失。
- (9) If ETNs are traded based on market quotes, there may be a shortage of quotes or a wide spread in quotes. Before investing, Party A shall carefully obtain information about the quotes of the ETNs and shall be aware of the possible investment loss caused by liquidity risk.
- (十) 甲方買賣本項 ETN,除上述各項風險預告事項外,仍應知悉下列各項事宜,以保護權益:
- (10) When trading in the ETNs, in addition to the above risk warnings, Party A shall be aware of the following matters in order to protect its interests:
- 1.本項 ETN 發行人依規定於網站揭示之 ETN 淨值,可能因時差關係,僅係以該國外交易所

最近一營業日之收盤價計算,買進及賣出本項 ETN 時,可能會有折溢價風險。

The net value disclosed by the issuer on its website according to laws may be calculated merely based on the closing price of the latest business day of the overseas exchange due to time difference. Therefore, there may be a risk of discount or premium.

2.本項 ETN 所追蹤指數或標的之交易時間與本項 ETN 掛牌市場之交易時間可能不同,故本項 ETN 成交價格與所追蹤指數或標的的價格,可能會有差距。

The trading hours of the indexes or underlying tracked by the ETNs may be different from the trading hours of the ETNs' listed markets. Therefore, there may be a difference between the transaction price of the ETN and the price of the index or underlying being tracked.

3.本項 ETN 所追蹤指數或標的以外國貨幣交易,除實際交易產生損益外,尚須負擔匯率風險,可能使交易有損失之虞。

The underlying index or the underlying tracked by the ETNs is traded in Foreign Currency. In addition to the actual transaction gains or losses, the investment is subject to exchange rate risk, which may cause losses.

4.本項 ETN,須負擔所追蹤指數或標的漲跌的風險外,尚須負擔發行機構的信用風險。 The ETNs are subject to the credit risk of the issuer in addition to the risk of fluctuation of the index or underlying being tracked.

- 十三、具損失吸收能力債券(TLAC)買賣風險預告書
- 13. Risk Disclosure Statement for Total Loss-Absorbing Capacity (TLAC) Bonds
- 本風險預告書係依據金融監督管理委員會及中華民國證券商業同業公會相關規定訂定。甲方於交易前,應(1)確認自身是否符合主管機關所訂專業投資人之資格條件;(2)審慎評估自身之財務能力與經濟狀況是否適於投資此商品;(3)瞭解投資該債券可能產生之潛在風險,並特別注意下列事項:具損失吸收能力(Total Loss-Absorbing Capacity; TLAC)債券:係為保護公眾利益或發行人因資產不足以抵償債務、不能支付其債務或有損及存款人利益之虞等業務、財務狀況顯著惡化之情事,須依註冊地國主管機關指示以減記本金或轉換為股權方式吸收損失性質之債券。該債券發行機構屬於全球重要的系統性銀行之一,其所發行的債券屬 TLAC 債務工具,當發行機構出現重大營運或破產危機時,得以契約形式或透過法定機制將債券減記面額或轉換股權,可能導致客戶部分或全部債權減記、利息取消、債權轉換股權、修改債券條件如到期日、票息、付息日、或暫停配息等變動。
- This Risk Disclosure Statement is prepared in accordance with the relevant regulations of the Financial Supervisory Commission and the Taiwan Securities Association. Before trading, Party A shall (1) confirm whether it meets the qualification requirements for professional investors set by the competent authorities; (2) carefully evaluate whether its financial capacity and economic condition are appropriate for investing in this product; (3) understand the potential risks that may arise from investing in the bonds, and pay special attention to the following: Total Loss-Absorbing Capacity (TLAC) bonds refer to bonds that shall absorb loss through write-down or conversion into equity, as and when instructed by the competent authorities of the country of registration to protect the public interest or upon obvious deterioration in the issuer's business or financial status resulting in a likelihood of its assets being insufficient to meet its liabilities, inability to pay its liabilities when due, or other possible detriment to the interests of depositors. The bond issuer is one of the world's leading systemic banks and the bonds it issues are TLAC debt products. In the event of a significant operational or insolvency crisis of the issuer, the bonds may be written down in face value or converted to equity by contract or through a statutory mechanism, which may result in a partial or full write-down of the customer's claims, interest cancellation, conversion of debt to equity, modification of bond terms such as maturity date, interest, interest payment date, or suspension of dividend distribution.
- 十四、封閉型基金(CEF)買賣風險預告書
- 14. Risk Disclosure Statement for Closed-end Funds (CEFs)
- 本風險預告書係依據中華民國證券商業同業公會「證券商受託買賣外國有價證券管理辦法」第六條 之二第二項規定訂之。
- This Risk Disclosure Statement is prepared in accordance with the provisions of Paragraph 2, Article 6-2 of the "Regulations Governing Securities Firms Accepting Orders to Trade Foreign Securities" of the Taiwan Securities Association.

- 封閉型基金(英文:Closed end Funds,下稱 CEF)係以一籃子有價證券商品之投資組合為主,以公司股票及債券為主要投資標的,投資種類包含股票型、債券型、特別股型、REITs型、市政債型等。CEF發行受益權單位數固定,當基金發行期滿、基金規模達到預定規模後,便不會再接受申購或贖回的基金。買賣CEF有可能會有市價與淨值產生折價或溢價的風險。此外,CEF也可能因流動性較差而導致價格波動大,在短時間內產生極大利潤或極大的損失,甲方於交易前應審慎考慮本身的財務能力及經濟狀況是否適合買賣此種商品。在決定從事交易前,甲方應瞭解投資可能產生之潛在風險,並應知悉下列各項事宜,以保護權益:
- Closed end funds (CEFs) are a portfolio of securities, with stocks and bonds as the main investment targets, including stocks, bonds, preferred stocks, REITs, and municipal bonds. CEFs are issued with a fixed number of units of beneficial rights and once the issuance period of the fund has expired and the fund has reached its intended size, no more subscriptions or redemptions of the funds shall be accepted. There is a risk of discount or premium between the market price and the net value when trading CEFs. In addition, the price of CEFs may be highly volatile due to illiquidity, which may result in significant profits or losses within a short period of time. Party A shall carefully consider whether its financial capacity and economic condition are appropriate for trading such products before the transaction. Before deciding to engage in the transaction, Party A shall understand the potential risks that may arise from the investment and shall be aware of the following matters in order to protect its interests:
 - (一)買賣 CEF 係基於獨立審慎之判斷後自行決定,並應於投資前明瞭所投資之 CEF 可能有(包括但不限於)國家、利率、流動性、提前解約、匯兌、通貨膨脹、再投資、個別事件、稅賦、信用及連結標的市場影響等風險,乙方對甲方買賣之 CEF 不會有任何投資獲利或保本之保證。
 - (1) Party A makes its own decision to trade CEFs based on independent and prudent judgment, and shall understand before investing that the CEFs invested in may have (including but not limited to) risks of country, interest rate, liquidity, early termination, foreign exchange, inflation, reinvestment, individual events, taxation, credit and market impact of linked underlying. Party B has no guarantee of investment profit or capital protection for the CEFs traded by Party A.
 - (二)買賣 CEF,即該基金所持有的投資組合證券的價值如下降,從而導致該基金的資產淨值和市場價格下降。基金投資組合中所持有之單一或全部股票的價值,可能會由於多種原因而增加或減少,其中包括股票發行人的業務活動和財務狀況,影響發行人業務或整個股市的市場和經濟狀況。
 - (2) When trading the CEFs, a decrease in the value of the portfolio securities held by the fund shall result in a decrease in the net asset value and market price of the fund. The value of a single or all of the stocks held in a fund's portfolio may increase or decrease for a variety of reasons, including the business activities and financial condition of the stock issuer, as well as market and economic conditions affecting the issuer's business or the stock market as a whole.
 - (三)CEF 可能須要承受一定程度的市場風險和信用風險。市場風險是利率上升,降低基金投資組合中的債券價值的風險。一般而言,基金投資組合所持有證券的剩餘到期時間或存續期間越長,其所面臨的利率風險越大,其資產淨值(NAV)的波動性就越大。信用風險是指基金所持有的債券發行人違約其支付本金和利息的承諾的風險。
 - (3) The CEFs may be exposed to a certain degree of market risk and credit risk. Market risk refers to the risk that rising interest rates shall reduce the value of the bonds in the funds' portfolios. In general, the longer the remaining time to maturity or duration of the securities held in the funds' portfolios, the greater the interest rate risk to which they are exposed and the greater the volatility of their net asset value (NAV). Credit risk represents the risk that the issuer of the bonds held by the funds defaults on its commitment to pay principal and interest.
 - (四)CEF 所投資之有價證券、商品、期貨或衍生性商品,係以外國貨幣交易,除實際交易產生 損益外,也可能須負擔匯率風險,且投資之標的可能因利率、匯率或其他指標之變動,有直接 導致本金損失之虞。
 - (4) CEFs invest in securities, commodities, futures or derivatives that are traded in Foreign Currency and are subject to exchange rate risk in addition to actual trading gains and losses. Moreover, the underlying investments may result in direct loss of principal due to changes in interest rates, exchange rates or other indicators.
 - (五)CEF 所投資之有價證券、商品、期貨或衍生性商品,如無漲跌幅限制,則 CEF 有可能因價格波動幅度大而在短時間內產生極大利潤或極大損失。
 - (5) If there is no limit on the range of increase or decrease of the securities, commodities, futures or derivatives in which the CEFs invest, the CEFs may generate significant profits or losses within a short

period of time due to significant price fluctuations.

- (六)CEF 所投資之有價證券、商品、期貨或衍生性商品交易時間與 CEF 掛牌市場交易時間可能不同,發行人依規定於網站所揭露淨值,可能因時差關係,僅係以該國外交易所最近一營業日之收盤價計算。甲方應瞭解 CEF 所投資之追蹤標的,如僅參考發行人於網站揭露之淨值作為買賣 CEF 之依據,則可能會產生折溢價(即 CEF 成交價格低於或高於淨值)風險。
- (6) The trading hours of the securities, commodities, futures or derivatives in which the CEFs invest may be different from the trading hours of the CEFs' listed markets. The net value disclosed by the issuer on its website according to laws may be calculated merely based on the closing price of the latest business day of the overseas exchange due to time difference. Party A shall understand that the underlying tracked and invested by CEFs may incur a discount or premium (i.e., the transaction price of CEFs is lower or higher than the net value) if only the net value disclosed by the issuer on the website is used as the basis for trading CEFs.
- (七)甲方如依市場報價買賣 CEF,有可能會出現買賣報價數量不足,或買賣報價價差較大之情況,投資前應詳細蒐集 CEF 買賣報價相關資訊,並注意流動性風險所可能造成之投資損失。
- (7) If CEFs are traded based on market quotes, there may be a shortage of quotes or a wide spread in quotes. Before investing, Party A shall carefully obtain information about the quotes of CEFs and shall be aware of the possible investment loss caused by liquidity risk.
- 十五、本風險預告書之預告事項甚為簡要,亦僅為列示性質,因此對所有投資風險及影響市場行情之因素無法逐項詳述,甲方於交易前,除已對本風險預告書詳加研析外,對其他可能影響之因素亦須慎思明辨,並確實評估風險,以免因交易遭到無法承受之損失。
- 15. The risk warnings in the Risk Disclosure Statement are very brief and merely illustrative in nature, and therefore it is not possible to detail all the investment risks and factors affecting market conditions. Party A shall carefully review the Risk Disclosure Statement before trading. Party A shall also prudently consider other factors that may affect the market and assess the risks to avoid unbearable losses due to trading.
- 十六、甲方瞭解乙方得隨時修改風險預告書,並於公司網站公告,該修改或增訂事項應於公告所 列生效日期生效。倘甲方不同意該修改或增訂事項,得於前述公告所列生效日期前終止與乙 方之契約關係,否則視為同意該修改或增訂事項。
- 16. Party A understands that Party B may amend the Risk Disclosure Statement at any time and announce such amendments or additions on Party B's website and such amendments or additions shall become effective on the effective date set out in the announcement. If Party A disagrees with such amendment or addition, Party A may terminate the contractual relationship with Party B before the effective date set out in the aforesaid announcement, otherwise Party A shall be deemed to have agreed to such amendment or addition.
- 十七、甲方係完全依本身之獨立判斷決定投資標的,並承諾將自行負責證券交易之一切風險,特 請乙方予以受理,倘日後就投資產品發生任何風險或甲方損失,將完全由甲方自行承擔,乙 方將不負責任何交易所產生之任何損失,亦不擔保商品發行機構之行為。
- 17. Party A decides the investment product entirely based on its own independent judgment and agrees to bear all the risks of the transaction, and hereby requests Party B to accept the transaction. If any risk or loss of Party A occurs in the future with respect to the investment products, Party A shall be solely responsible for such risk or loss and Party B shall not be responsible for any loss arising from any transaction and shall not guarantee the conduct of the product issuer.

甲方委託買賣外幣有價證券及外幣金融商品,業已收到乙方交付本風險預告書,並經乙方指派業務人員解說,對投資外幣有價證券及外幣金融商品交易之風險已充分明瞭,並明瞭投資 ETF 或 ETN 在特定狀況下,會有淨值計算未能即時更新及交易價格出現折溢價等情況,茲承諾投資風險自行負責,包括所投資之外幣有價證券及外幣金融商品在某些狀況下,將毫無價值,特此聲明。 Party A has entrusted Party B to trade foreign securities and foreign financial products dominated in foriegn currencies and has received from Party B this Risk Disclosure Statement . Party A has been advised by sales personnel assigned by Party B and fully understands the risks of investing in foreign securities and foreign financial products dominated in foriegn currencies. Party A also understands that the net value calculation of ETFs or ETNs may not be updated immediately and the trading price may be at a discount or premium under certain circumstances. Party A hereby undertakes and declares that it shall be solely responsible for its own investment risk, including the investment in foreign securities and foreign financial products

dominated in foriegn currencies which, under certain circumstances, may have no value.

此致

國泰綜合證券股份有限公司國際證券業務分公司

To Cathay Securities Corporation, Offshore Securities Unit

高嘉揚

揚高 印嘉

甲方(委託人)簽章 Signature of Party A (Principal):

(008) 洪詩詩

許雅 欣 L 8 8 8 8

業務人員簽章 Signature of sales personnel:

(風險預告書為一式兩份,一份由乙方留存備查;另一份交由甲方存執 The Risk Disclosure Statement is made in duplicate, with one copy to be kept by Party B for record; the other copy to be kept by Party A for record)

共銷件:請蓋共銷人員章,由共銷人員向客戶進行風險解說 非共銷件:請蓋業務人員章,由業務人員向客戶進行風險解說

陸、未經主管機關核准之境外金融商品聲明書

VI. Declaration of offshore financial products that are not approved by the competent authorities

甲方茲委託乙方買賣未經主管機關核准之境外金融商品,並確認乙方已交付風險預告書且充分說 明投資可能之潛在風險,甲方亦完全明瞭並同意承擔該投資風險,爰聲明如下:

Party A hereby entrusts Party B to trade offshore financial products that are not approved by the competent authorities, and acknowledges that Party B has delivered a Risk Disclosure Statement and fully explained the potential risks of the investment, and that Party A fully understands and agrees to bear the risks of the investment, and hereby declares as follows:

- (一)甲方確非境內客戶透過設立境外法人方式轉換居住身分於國際證券業務分公司(OSU)開立帳戶,以投資於未經主管機關核准於境內銷售之境外金融商品。
- (1) Party A is not a domestic customer who opens an account with an offshore securities unit (OSU) through the establishment of an offshore legal entity for the purpose of investing in offshore financial products that are not approved for sale in the country by the competent authorities.
- (二)甲方確實瞭解上述 OSU 業務於法令開放後,可能影響事項如下:
- (2) Party A fully understands that the above-mentioned OSU business may be affected by the implementation of the rules and regulations as follows:
- 1.乙方所提供金融商品並未經主管機關審查或核准,亦不適用備查或申報生效之規定。
 The financial products offered by Party B have not been examined or approved by the competent authorities, nor are they subject to the requirements for record or effectiveness registration.
- 2.乙方所提供金融商品僅得於國際證券業務分公司(OSU) 對中華民國境外客戶為推介及交易對 象。

The financial products offered by Party B may only be promoted and traded by the OSU to customers outside the Republic of China.

- 3.甲方不適用中華民國金融消費者保護法之金融消費爭議處理機制。
 The financial consumer dispute handling mechanism of the Financial Consumer Protection Act of the Republic of China shall not apply to Party A.
- (三)甲方確認瞭解,倘投資未經主管機關審查程序之商品,其商品說明文件可能以中文或英文提供。
- (3) Party A acknowledges that it understands that if an investment product has not been examined by the competent authorities, its product description documents may be provided in Chinese or English.
- (四)甲方本身具相關投資經驗及產品知識,且係基於獨立審慎之判斷後自行決定投資,並於投資 前已充分了解所投資標的可能產生包括但不限於國家風險、利率風險、流動性風險、提前解

約風險、匯兌風險、通貨膨脹風險、交割風險、再投資風險、個別事件風險、稅賦風險、信 用風險及受連結標的影響等風險,最壞之情形下,最大損失可能為全部投資本金金額及利 息。

- (4) Party A has relevant investment experience and product knowledge and has made its own decision to invest based on independent and prudent judgment. Before investing, Party A has fully understood the risks of the underlying investments, including but not limited to country risk, interest rate risk, liquidity risk, early termination risk, foreign exchange risk, inflation risk, settlement risk, reinvestment risk, individual event risk, tax risk, credit risk and the influence of linked underlying. In the worst case, the maximum loss may be the entire principal amount of the investment and the interest.
- (五)甲方係完全依本身之獨立判斷決定投資標的,並承諾將自行負責交易之一切風險,特請乙方 予以受理本人/本公司之委託買賣未經主管機關核准之境外金融商品,倘日後就投資產品發生 任何風險或損失,將完全由甲方自行承擔,乙方將不負責任何交易所產生之任何損失,亦不 擔保商品發行機構之行為。
- (5) Party A decides the investment products solely based on its own independent judgment and agrees to be solely responsible for all risks associated with the transaction, and hereby requests Party B to accept the principal/ Company's entrustment to trade offshore financial products that are not approved by the competent authorities. If any risk or loss occurs in the future in relation to the investment products, Party A shall be solely responsible for it and Party B shall not be responsible for any loss arising from any transaction and shall not guarantee the conduct of the issuer of the products.

客户簽署聯 Customer Signature Copy

本人(即委託人)對下列開戶契約及相關文件均已詳細審閱,並明瞭全部內容後始簽訂。同時,對 本人所提供之資料之正確性及真實性負其全責,特此聲明。

The principal (i.e. the principal) has carefully reviewed the following account opening contract and related documents and understands all the contents before signing. Also, the principal hereby declares that he/she is fully responsible for the accuracy and truthfulness of the information provided by him/her.

本開戶契約包括下列文件:

This account opening contract includes the following documents:

壹、客戶基本資料 I. Customer's Basic Data

貳、客戶自填徵信資料表 II. Credit Data Provided by Customer

參、應告知事項 III. Required Disclosure

- 【一】契約重要內容告知事項【1】Disclosure Statement
- 【二】人頭戶應負擔之法律責任暨相關告知事項
- [2] Legal Liabilities of Surrogate Accounts and Required Disclosure
- 【三】個人資料保護法之應告知事項【3】Disclosure required by Personal Data Protection Act
- 【四】洗錢防制/經濟制裁資料揭露【4】Anti-Money Laundering /Economic Sanctions Data Disclosure

肆、各項契約、同意書及聲明書 IV. Contracts, Letters of Consent and Statements

- 【一】受託買賣外幣有價證券及外幣金融商品契約
- [1] Contract for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU)
- 【二】切結書【2】 Affidavit
- 【三】免交付買賣報告書同意書【3】Consent to waive trading reports
- 【四】同意書【4】Letter of Consent
- 【五】匯款指示授權同意書【5】Letter of Instruction and Authorization for Remittances
- 【六】交割結匯授權書【6】Letter of Authorization for Settlements and Remittances
- 【七】電子式交易同意書【7】Letter of Consent for Electronic Trading
- 【八】電子對帳單寄送同意書【8】Letter of Consent for Electronic Account Statements
- 【九】共同行銷【9】Cross-selling
- 【十】聲明書【10】Statement

伍、風險預告書 V. Risk Disclosure Statement

陸、未經主管機關核准之境外金融商品聲明書

VI. Declaration of offshore financial products that are not approved by the competent authorities

其他、印鑑卡、客户投資屬性分析表

Other Information, Seal Card, and Analysis of Customer's Investments Attributes

此致

國泰綜合證券股份有限公司國際證券業務分公司

To Cathay Securities Corporation, Offshore Securities Unit

若客戶簽名樣式為草寫或英文, 請於此處加簽一正楷簽名

委託 .	人 Princip	al 高	揚即	高	
姓名/名稱	Name: _	101 7	V 1 //	(簽章 Sig	gnature and seal)
代表人/代	理人 Repr	resentative/Agent:		(簽章 Si	gnature and seal)
身分證統·	一編號 ID	card No:			
關係 Relat	tionship:				
※1. 委託	人為法人	時由其法定代表人	或開戶代理人親簽		
If the prince person.	cipal is a le	egal entity, the prin	cipal's legal represent	tative or account open	ing agent shall sign ir
	cipal is a m		理人(父母)親簽並註 s legal representative	E明關係 (parent) shall sign in p	erson and specify the
Le	弋理人 gal entative	業務單位 主管簽核 Business Unit Supervisor's Signature	業務人員 Sales personnel	後台主管簽核 Back Office Supervisor's Signature	開戶人員簽核 Account Opening Personnel's Signature
		_	008		
Cu		户往來單位及服務 usinesses Unit and			i 核驗 ning Verification
	代號 Bran Personnel I	ach (Office) Code:		*************************************	欣
				共銷人員協助見資	
中	華	民	國	年	月日

Date:

國泰綜合證券股份有限公司國際證券業務分公司 客戶投資屬性分析(自然人適用)

Cathay Securities Corporation, Offshore Securities Unit Analysis of Customer's Investments Attributes (Natural Persons)

請客戶依實際狀況逐題勾選

委託人姓名高嘉揚	身分證字號 R121246800	日期	年	月	日
Principal's name	ID No.	Date	Year/	Month /	Day
一、風險承擔能力	7 I. Risk-taking ability				
1.您的年齡區間 及生活狀況 Your age group and lifestyle	1. □ 64 歲以下 Below 64 years old □ 65 歲以上 Above 65 years old 2.是否可自行開車或獨自乘坐大眾運輸工具? Able to drive or use public transportation alone? □是 Yes □否 No 3.在日常生活買賣時,是否無計算找零困難? No difficulty in calculating change in day-to-day purchases? □是 Yes □否 No 4.是否與家人同住? Living with family? □是 Yes □否 No 5.遇重大投資,投資前是否會與家人或其它可信任親友進行討論? Discussion with family or trusted relatives/friends before making significant investments? □是 Yes □否 No	2.教育程度 Education	□國中(含) Junior high s □高中/高」 Senior high s occupational □大學/大 University/c □研究所以 Postgraduate	school or be 職 school/ school 專 ollege 人上	low
3. 需 負 擔 幾 人 的 生活家計 Number of financial dependents	□1 人或以下 1 person or less □ 2 人 2 pers □ 4 人 4 persons □ 5 人以上	ons 5 or more persor	□ 3 人 3	3 persons	
4.資金/財富前三 大來源(可複選) Top three sources of capital/wealth (select all applicable)	□ 薪資所得(含獎金) Salary (including bonuses) □理財投資所得 Investment incomes □儲蓄 S □ 經營事業所得 Business operation □退休会 □ 其他 Others	Savings	金收入 Rent	tal incomes	
5.資產狀況 Asset status	□ 我的財力與收入大於支出很多,資產資金 My wealth and income are significantly higher some money each year. □ 我的財力與收入比支出多,雖然每年My wealth and income are higher than expenses. I call 现 我的財力與收入幾乎等於支出,且是My wealth and income are almost equal to expenses. □ 我的財力與收入小於支出,必須依賴My wealth and income are lower than expenses. I might apply wealth and income are lower than expenses. I might apply wealth and income are lower than expenses. I might apply wealth and income are lower than expenses.	er than expenses. 手可以存一些 an save some mo 手頭上沒有多 I do not have sp 員其他收入來	I have some a 錢,但未 ney each year 餘的閒錢 are cash at ha 貼補家用	達十分充 but not too nd.	m save 裕 much.
6.負債情形 Debts	負債項目包括下列勾選者約計台幣 The debts of the following selected items amount to □房屋貸款 Mortgage □ 汽車貸款 Car lo □擔保貸款 Secured loan □ 其他 Others 每月要償還的負債約佔您每月收入的多少百 What the percentage of your monthly income is used	an ☐ 信用 分比?	貸款 Credit	loan	
7.未來五年收入情形能否支應生活必須支出 Able to pay the necessary living expenses with incomes over the next five years 8.目前持有之		~50% □ , able to but a litt ssibly not and po	大於 50% tle difficult pssible deficit	>50% 文的生活序	月銷 ?
流動資金 Liquid capital held currently	living expenses? □ 少於 3 個月 Less than 3 months □ 6~12 個月 6 to 12 months	3~6 個月 3 to 1 年以上 Ov	6 months	iu iasi io iui	iù

	□ 厶敝 _ 午 田 户 方 为 _ 拜 仁 屮	14	公 站 立 口			
	□ 台幣一年期定存為一種衍生			1 4		
	One-year time deposits in NT dollars are			oducts.		
9.下列哪一項	┃					
說明較正確?	敲工 波 ? Equity funds may be a type of derivative products.					
Which description	┃□ 衍生性金融商品連結標的僅					
	Derivatives can only be linked to exchange	ge rat	es.			
is more accurate?				本、匯率、利率及信用等風		
	險 Investment in derivatives may be face					
	risks associated with exchange rates, inte			with the principal with		
二、風險承擔意願	II. Risk-taking willingness	10001	ares and oreans.			
1. 您最喜歡哪種打	· ···································					
Which is your in	と 只 一 ハ・ vestment tool?					
	、選擇權 Stocks, futures and options		基金 Funds			
	泛 拌 惟 Stocks, futures and options			· 方 Rank covings and time denosits		
□ 債券 Bonds	1.次工机技匠、117.次1石飞业丛1	」、次	<u> 取刊行款,及</u>	と存 Bank savings and time deposits		
	·資天期較長,投資人須承受的			1月月月夕夕9		
	- 價格波動性的產品時,通常您可					
	nger the investment horizon, the greater the					
	time period is acceptable to you investment					
	than 1 year			5 years		
☐ 6-10 年 6 to 10) years □ 10 年以上 Over 1					
3. 您的投資目標		4.	您的主要投資			
What is your inve	estment goal?			mary investment objective?		
│□ 保存本金			置產/稅務/資			
Principal preserv	vation		Asset purchase/t	taxation/asset transfer plan		
□ 賺取平穩的和	钊息收入		一般投資理則	オ		
Stable interest in			General investm			
□期望賺取利息	息之餘可達到長期資本增值		子女教育金言	十書]		
	al appreciation in addition to interests		To fund children			
	高的潛力回報及達到長期資本		退休計劃			
增值			Retirement			
	est return potential and long-term capital					
appreciation	I					
5. 您的投資態度	是?	6	下面是五種店	置擬投資組合在未來一年內		
What is your investm		0.		好與最壞的投資結果。假設		
□ 不放過每個打			7 肥	這些投資組合的標的物內		
				資報酬率來看,您會選擇哪		
□ 跟隨市場大起	nvestment opportunity		一種投資組合			
Follow the mark						
				est and the worst possible outcomes of		
	艮進每項投資決定			stment portfolios within the following		
	s and follow-up each investment decision			you do not know about the underlying		
	明儲蓄等定息投資工具			ent portfolios, which investment		
	vestment tools only, such as fixed-term			u choose simply based on return on		
savings			investments?			
				40%		
		$ \bigsqcup $	1/0 11/0	30% -		
			-4%~18%	20% - 10% - 14% 12% 20% 24% 32%		
			-6%~20%	0% - 1470 1570 2570 2570		
			10/0 21/0	-10%1% -4% -6% -10% -25%		
			- / 1% ~ 1 1%	-20% - -30%		
				1 2 3 4 5		
		1				

國泰綜合證券股份有限公司國際證券業務分公司 客戶投資屬性分析(法人適用)

Cathay Securities Corporation, Offshore Securities Unit Analysis of Customer's Investments Attributes (Juristic persons)

公司名稱	統一編號	日期	年 月 日					
Company name	GUI No. Date year /month/ day							
一、風險承擔能力 I. Risk-t	一、風險承擔能力 I. Risk-taking ability							
1. 公司月營收 Monthly revenue	□US\$300 萬以上 Over US\$3 million □US\$200 萬~US\$300 萬 US\$2 million to US\$3 m □US\$100 萬~US\$200 萬 US\$1 million to US\$2 m □US\$50 萬~US\$100 萬 US\$500,000 to US\$1 mill □US\$50 萬以下 Below US\$500,000	nillion						
2. 投資經驗 Investment experience	□ 5年以上 Over 5 years □ 3~5年 3 to 5 y □ 1年以下 Below 1 year □ 無投資經驗 N	ears 1 ~ To investment e	3 年 1 to 3 years experience					
3. 資產項目(可複選) Assets (select all applicable)	□ 定存 Fixed-term deposits □股票 Stocks □ 期貨、選擇權 Futures and options □保險 Insu □海外投資 Overseas investment □外匯非保本連結商品 Foreign-currency non-prin □連動債 Structured notes □ 不動產 Real estate □ 其它 Others_	基金 Funds irance	□債券 Bonds					
4. 資產狀況 Assets	□ 公司營收大於支出很多,資產狀況有餘 The company's revenues are significantly higher tha assets and the earnings increase year-on-year. □ 公司營收比支出多,雖然每年有部分盈 The company's revenues are higher than expenses. T but not very much. □ 公司營收幾乎等於支出,且公司無多餘 The company's revenues are almost equal to expense cash. □ 公司營收小於支出 The company's revenues are smaller than expenses.	n expenses. Th .餘,但未這 There are some :的閒錢	ere are some 芒十分充裕 earnings each year					
5. 負債情形 Debts	負債項目包括下列勾選者約計美金 The debts of the following selected items amount to US\$ □ 信用貸款 Credit loan □ 擔保貸款 Secured l □ 其他 Others 每月要償還的負債約佔公司每月收入的多少百分 What the percentage of the monthly income is used to re	oan ————————————————————————————————————						
6. 未來五年收入情形 Incomes over the next five years	□ 無負債 No debt □ 1~25% □ 25~ □ 25~ □ 收入會增加很多 Incomes will increase signifi □ 收入會增加,但幅度不大 Incomes will incr □ 收入持平 Incomes will be flat. □ 收入可能會減少或沒有收入 Incomes ma incomes.	ease but not sig						
7. 可投資金額 Amount available for investment	□ US\$ 100 萬以上 Over US\$1 million □ US\$ 60 萬 ~ US\$ 100 萬 US\$600,000 to U □ US\$ 30 萬 ~ US\$ 60 萬 US\$300,000 to U □ US\$ 10 萬 ~ US\$ 30 萬 US\$100,000 to U □ US\$ 10 萬以下 Below US\$100,0	S\$1 million S\$600,000 S\$300,000						

One-year time deposits in Ne 型基金可能為一種 Equity funds may be a typ Which description is more accurate? ○ 行生性金融商品連結標 Derivatives can only be lir ○ 投資行生性金融商品可 Investment in derivatives m principal and risks associate	Derivatives can only be linked to exchange rates.					
二、風險承擔意願 II. Risk-taking willingness						
 您最喜歡哪種投資工具? Which is your investment tool? □ 股票、期貨、選擇權 Stocks, futures and options □ 债券 Bonds □ 一般而言,投資天期較長,投資人須承受的打請問若投資具價格波動性的產品時,通常您可以需要的工作。 □ In general, the longer the investment horizon, the greater the What the typical time period is acceptable to you investment □ 1 年以下 Less than 1 year □ 1-3 年 1 to 3 years 	可以接受的持有期間是多久? investment risks investors must assume. ts in products with price volatility?					
☐ 6-10 年 6 to 10 years ☐ 10 年以上 Over 10						
3. 您的投資目標是? What is your investment goal? □ 保存本金 Principal preservation □ 賺取平穩的利息收入 Stable interest income □ 期望賺取利息之餘可達到長期資本增值 Long-term capital appreciation in addition to interests □ 期望賺取最高的潛力回報及達到長期資本 增值 Aiming for highest return potential and long-term capital appreciation	4. 您的主要投資目的為何? What is your primary investment objective? □ 營運資金短期投資用途 Working capital and short-term investment □ 對應公司負債部位管理(如保單、存款) Assets/liabilities management (such as insurance policies and deposits) □ 長期資金投資運用 Long-term capital investment □ 公司主要營業項目/活動 The company's primary business/activity □ 避險(如匯率) Hedging (e.g., exchange rates) □ 其他 Others					
5. 您的投資態度是? What is your investment attitude? □ 不放過每個投資機會 Never miss an investment opportunity □ 跟隨市場大趨勢 Follow the market trend □ 細心分析及跟進每項投資決定 Detailed analysis and follow-up each investment decision □ 只選擇如定期儲蓄等定息投資工具 Fixed interest investment tools only, such as fixed-term savings	6. 下面是五種虛擬投資組合在未來一年內可能產生最好與最壞的投資結果。假設您並不知道這些投資組合的標的物內容,單由投資報酬率來看,您會選擇哪一種投資組合? Below are the best and the worst possible outcomes of five virtual investment portfolios within the following year. Assuming you do not know about the underlying of these investment portfolios, which investment portfolio will you choose simply based on return on investments? □ -1%~14% □ -4%~18% □ -6%~20% □ -10%~24% □ -25%~33%					

客戶屬性 Customer's attribute	建議商品風險等級 Suggested product riskiness levels
保守型 Conservative	RR1
穩健型 Stable	RR1 · RR2
均衡型 Balanced	RR1 · RR2 · RR3
成長型 Growth	RR1 · RR2 · RR3 · RR4
積極型 Aggressive	RR1 · RR2 · RR3 · RR4 · RR5

風險等級 Riskiness levels	基金類型 Fund type	投資區域 Investment region	主要投資標的/產業 Investment targets/industries
RR1	貨幣市場型 Money market	-	-
		全球、區域或單一國家(已開發) Global, regional or single country (developed)	投資等級之債券 Investment-grade bonds
RR2	債券型(固定收益型) Bonds (fixed income)	區域或單一國家(新興市場、亞洲、大中華、其他) Regional or single country (emerging market, Asia, Greater China and others)	投資等級之債券 Investment-grade bonds
	金融資產證券化型 Securitization of financial assets	-	投資等級 Investment-grade
	股票型 Stocks (equity)	全球 Global	一般型(已開發市場)、 公用事業、電訊、醫 療健康護理 Non-specialized (developed markets), utilities, telecommunications, medicare and healthcare
RR3		區域或單一國家(已開發) Global, regional or single country (developed)	公用事業、電訊、醫療健康護理 Utilities, telecommunications, medicare and healthcare
	債券型(固定收益型) Bonds (fixed income)	全球、區域或單一國家(已開發) Global, regional or single country (developed)	高收益債券(非投資等級之債券)、可轉換債券、主要投資標的係動態調整為投資等級債券或非投資等級債券(複合式債券基金)

			High-yield bonds (non-investment grade), convertible bonds, dynamically adjusted bond funds in terms of allocations to investment grade and non-investment grade
		區域或單一國家(新興市場、亞洲、大中華、其他) Regional or single country (emerging market, Asia, Greater China and others)	主要投資標的係動態 調整為投資等級債券 或非投資等級債券(複 合式債券基金) Dynamically adjusted bond funds in terms of allocations to investment grade and non-investment grade
	平衡型(混合型) Balanced (hybrid)	-	-
	金融資產證券化型 Securitization of financial assets	-	非投資等級 Non-investment grade
RR4	股票型 Stocks (equity)	全球 Global	一般型、中小型、金融、倫理/社會責任投資、生物科技、工業、替代能源、替代能源、對費品及服務、提調性消費品及服務、基礎產業、未能分類Non-specialized, small/midcaps, financials, ethical/socially responsible investing, biotech, technology, IT, industrials, energy, alternative energy, natural resources, cyclical consumer goods and services, non-cyclical consumer goods and services, infrastructure, other industries and unclassified

	區域或單一國家(已開發) Global, regional or single country (developed)	一般型、中小型、金融、企业。 融、生物科技、一般科技、企业。 科技、能源、替代能源、资源、对于,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	區域或單一國家(新興市場、亞洲、大中華、其他) Regional or single country (emerging market, Asia, Greater China and others)	一般型(單一國家-臺 灣) Non-specialized (single country – Taiwan)
債券型(固定收益型) Bonds (fixed income)	區域或單一國家(新興市場、亞洲、大中華、其他) Regional or single country (emerging market, Asia, Greater China and others)	高收益債券(非投資等 級之債券)、可轉換債 券 High-yield bonds (non- investment grade) and convertible bonds
不動產證券化型 Securitization of financial assets	全球、區域或單一國家(已開發) Global, regional or single country (developed)	-

		全球 Global	黃金貴金屬 Gold and other precious metals
		區域或單一國家(已開發) Global, regional or single country (developed)	黄金貴金屬 Gold and other precious metals
RR5	股票型 Stocks (equity)	區域或單一國家(新興市場、亞洲、大中華、其他) Regional or single country (emerging market, Asia, Greater China and others)	一般型、公用事業、電訊、醫療健康護理、中小型、金融、合理/社會責任投資、生物科技、一般科技、企業、養調、工業、企業、大能源、資源、發展、大學學學學學學學學學學學學學學學學學學學學學學學學學學學學學學學學學學學
	不動產證券化型 Securitization of financial assets	區域或單一國家(新興市場、亞洲、大中華、其他) Regional or single country (emerging market, Asia, Greater China and others)	-

1.本人瞭解基金投資之風險並做適當之風險評估,基於個人財務規劃及理財目標仍依自己的判斷 決定申購本基金並自行承擔風險。

I understand the risks of investing in funds and have conducted appropriate risk assessments. I have decided to subscribe to this fund and assume the risks, based on my own judgment and according to my personal financial planning and targets.

2.本委託人茲聲明已經詳細閱讀了解及同意本「客戶投適性分析」所有全部內容,正本交付 貴 公司存查,並已自行影印留存。

I as the principal hereby declare that I have read in detail and understand all the contents of this "Analysis of Customer's Investments Attributes". The original copy is handed to your company for recordkeeping. I have retained a photocopy.

注意事項:若客戶投資適性分析表,所填資料與所附證明文件不符或勾選項目遺漏未勾選,則國泰綜合證券股份有限公司得依所附之證件建檔處理,並得再以電話與申請人進行確認。

Matters of attention: If the data provided by the customer in "Analysis of Customer's Investments Attributes" is inconsistent with the documents attached or there are items not selected, Cathay Securities Corporation may process based on documents attached and then confirm with the applicant over the phone.

高嘉揚即嘉

委託人 The principa:_____

(簽名及原留印鑑 Signature and seal as retained in specimen)

本人同意風	L險屬性為 I a	gre	e that m	y risk attribute	is:
□保守型(Conservative		成長型	Growth	
□穩健型 S	table		積極型	Aggressive	
□均衡型 B	Balanced				
請勿勾選					

委託授權暨受任承諾 授權/聲明書(法人帳戶專用) Entrustment Authorization and Undertaking to Accept Authorization / Declaration (for Legal Entity Account)

委任人(即授權人)茲授權受任人(即被授權人)為代理人,受任人得單獨/共同代理委任人於 貴公司以委任人名義與 貴公司訂立「受託買賣外幣有價證券及外幣金融商品契約」及相關文件,並從事買賣外幣有價證券及外幣金融商品、辦理交割及其他往來事宜,在委任人合法終止本委任關係前,上開行為均由委任人負全責,絕無異議。委任人並聲明絕無提供帳戶供受任人或其他第三人使用之情事,如經 貴公司查證確有前揭情事或其他法規禁止之情形時,均由委任人自負法律責任, 貴公司並得為一切必要之處置,絕無異議。

The trustor(i.e. the authorizer) hereby authorizes the trustee(i.e. the authorized party) to act as agent. The trustee may, solely/jointly, act for the trustor in the name of the trustor to enter into the "Contract for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU)" and related documents with the Company and to engage in the trading of foreign securities and foreign financial products dominated in foriegn currencies, settlement and other dealings. Until such time as the trustor legally terminates this relationship, the trustor shall be solely responsible for the above mentioned behavior and shall have no objection. The trustor also declares that he/she shall not make the account available for use by the trustee or any other third party, and shall be liable for any such use if it is verified by the Company that such use is prohibited by law or regulation. The Company may make all necessary arrangements and the trustor shall have no objection.

受任人願意接受委任並承諾,因代理委任人處理上開委任事務,如有任何虛偽不實,受任人願負一切法律責任,並願就因受任人參與所生委任人對 貴公司所生之債務或侵權行為負連帶清償責任,受任人與委任人間如有任何爭執,概與 貴公司無涉。委任人及其受任人同意貴公司於符合其營業登記項目或章程所定業務之需要,得向相關單位取得委任人及受任人之信用徵信資料。為昭信守,特聯名出具委任授權暨受任承諾授權/聲明書如上。

The trustee agrees to accept the arrangement and undertakes that the trustee shall be liable for any fraudulent acts in relation to dealing with the above mentioned arrangements. The trustee also agrees to be jointly and severally liable for any debt or infringement incurred by the trustor against the Company as a result of the trustee's participation. Any dispute between the trustee and the trustor shall have nothing to do with the Company. The trustor and the trustee agree that the Company may obtain credit information of the trustor and the trustee from the relevant authorities if it is necessary for the Company in accordance with its business registration items or the Articles of Association. In consideration of the above, we hereby jointly issue the above Entrustment Authorization and Undertaking to Accept Authorization / Declaration.

此致 國泰綜合證券股份有限公司國際證券業務分公司

To Cathay Securities Corporation, Offshore Securities Unit

委任人 Tr	ustor:			(簽章Signa	ture and seal))	
身分證字號或證照字號ID card No. or License No.:							
受任人Trus	stee :			(簽章Signa	ture and seal)	
身分證字號	克或證照字 號	EID card No.	or Licens	se No. :			
受任人電話	€Trustee's ph	one number	:				
受任人通言	1.地址Truste	e's mailing ac	ddress: _				
中	華	民	國		年	月	日
Date:							

委託授權暨受任承諾 授權/聲明書(授權委託買賣專用)

Entrustment Authorization and Undertaking to Accept Authorization / Declaration (for Authorized Entrusted Trading)

委任人(即授權人)茲授權受任人(即被授權人)為代理人,受任人得單獨/共同代理委任人於 貴公司以委任人名義從事買賣外幣有價證券及外幣金融商品、辦理交割及其他往來事宜,在委任 人合法終止本委任關係前,上開行為均由委任人負全責,絕無異議。委任人並聲明絕無提供帳戶 供受任人或其他第三人使用之情事,如經 貴公司查證確有前揭情事或其他法規禁止之情形時, 均由委任人自負法律責任, 貴公司並得為一切必要之處置,絕無異議。

The trustor (i.e. the authorizer) hereby authorizes the trustee (i.e. the authorized party) to act as agent. The trustee may, solely/jointly, act for the trustor in the name of the trustor with the Company to engage in the trading of foreign securities and foreign financial products dominated in foriegn currencies, settlement and other dealings. Until such time as the trustor legally terminates this relationship, the trustor shall be solely responsible for the above mentioned behavior and shall have no objection. The trustor also declares that he/she shall not make the account available for use by the trustee or any other third party, and shall be liable for any such use if it is verified by the Company that such use is prohibited by law or regulation. The Company may make all necessary arrangements and the trustor shall have no objection.

受任人願意接受委任並承諾,因代理委任人處理上開委任事務,如有任何虛偽不實,受任人願負一切法律責任,並願就因受任人參與所生委任人對 貴公司所生之債務或侵權行為負連帶清償責任,受任人與委任人間如有任何爭執,概與 貴公司無涉。委任人及其受任人同意貴公司於符合其營業登記項目或章程所定業務之需要,得向相關單位取得委任人及受任人之信用徵信資料。為昭信守,特聯名出具委任授權暨受任承諾授權/聲明書如上。

The trustee agrees to accept the arrangement and undertakes that the trustee shall be liable for any fraudulent acts in relation to dealing with the above mentioned arrangements. The trustee also agrees to be jointly and severally liable for any debt or infringement incurred by the trustor against the Company as a result of the trustee's participation. Any dispute between the trustee and the trustor shall have nothing to do with the Company. The trustor and the trustee agree that the Company may obtain credit information of the trustor and the trustee from the relevant authorities if it is necessary for the Company in accordance with its business registration items or the Articles of Association. In consideration of the above, we hereby jointly issue the above Entrustment Authorization and Undertaking to Accept Authorization / Declaration.

此致

國泰綜合證券股份有限公司國際證券業務分公司

To Cathay Securities Corporation, Offshore Securities Unit

委任人Trustor: 高嘉揚印暴

F Signature and seal)

身分證字號或證照字號 ID card No. or License No.: R121246800

_{受任人 Trustee 1.:} 莊秀綾

分 作文 じい Signature and seal)

身分證字號或證照字號 ID card No. or License No.: A222135799

關 係 Relationship: 配偶 受任人電話 Trustee's phone number: 0912-777-888

受任人通訊住址 Trustee's mailing address: 台北市大安區敦化南路二段 335 號 6 樓





※請檢附受任人之身分證影本及印鑑卡(證件正本驗後奉還)。

Please attach a copy of the ID card and seal card of the trustee (the original document shall be returned after verification).

中 華 民 國 年 月 日

法定代理人授權同意書(未成年人帳戶專用)

Legal R	epresentative	Authorization	Consent Form	(for Minor's A	(ccount

緣立書人等為委託人之法定代理人(監護人),依法得允許或代理委託人為意思表示或代受意思 表示:

The undersigned are the legal representatives (guardians) of the principal and may, in accordance with the law, permit or act on behalf of the principal to express or accept the principal's intention:

- 一、今立書人等均同意委託人與 貴公司開立受託買賣外幣有價證券及外幣金融商品帳戶且依 貴公司之規定簽訂受託契約相關文件,並得留存約定往來印鑑樣式、辦理具有交易功能之電 子憑證等一切事宜,立書人倘不克前往時,併以本同意書授權另一立書人全權代理處理上開 事宜。
- 1. The undersigned agree that the principal shall open an account with the Company for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) and shall sign the relevant documents of the contract in accordance with the Company's regulation, and shall keep the sample of the seal card for transactions and apply for the electronic certificate with transaction function and all other matters. If the undersigned is unable to go, he/she shall authorize another undersigned to act as his/her sole agent for the above matters with this consent.
- 二、立書人等同意任一立書人就前條所載委託業務,均有權代表全體立書人行使對委託人之法定 代理權及相關權利,包括但不限於單獨代理委託人委託 貴公司買賣、申購、買回、轉換有 價證券、辦理交割、辦理各項資料變更及其他有關之法律行為,其所生之一切權利、義務及 法律責任,立書人等均願無條件承認該代理行為之效力並依法負責。
- 2. The undersigned agree that any of the undersigned shall have the power to exercise the legal agency and related rights of the principal on behalf of all the undersigned in respect of the entrusted business as set forth in the preceding Article, including but not limited to acting alone for the principal in entrusting the Company to buy, sell, subscribe, repurchase, convert securities, make settlement, and make changes to various information and other related legal acts. All rights, obligations and liabilities arising therefrom shall be unconditionally recognized by the undersigned and the undersigned shall be liable for the same.
- 三、立書人撤回或終止上開授權時,應以書面通知 貴公司並以書面到達 貴公司之營業日生 效,立書人為監護人時,倘有任何身分異動/變動時,亦同。
- 3. If the undersigned revokes or terminates the above authorization, the undersigned shall notify the Company in writing and the revocation or termination shall be effective on the business day of the date of arrival of the written notice to the Company. The same applies to any modification/change of status when the undersigned are the guardians.
- 四、立書人承諾因上開授權行為所涉事項,如有任何虛偽不實,願負一切法律責任。
- 4. The undersigned agree to bear all legal responsibilities for any fraudulent and untrue information related to the above authorized acts.

	致 證券股份有限 lecurities Corpora					
委託人I		章 Signature ar		身分證字號 ID card	No:	_
立同意書	•	: (簽章 Signatur		立同意書人 Consent	ter: (簽章 Signature and se	_ al)
身分證字	≧號 ID card No):		身分證字號 ID card	No:	_
□父 fath ※請檢附	ner □母 motho 立書人 <u>身分證</u> nch a photocop	影本(正本驗後	uardian 後奉還)及 <u>印</u>	□父 father □母 mo	ionship with the principal other □監護人 guardian oe returned after verificati	
中 Date:	華	民	國	年	月	日

徵信與額度審核表 此表由國泰證券業務人員填寫 徵信完成日期: 年 月 日

Account Number		◆ 本公司採款券圈存制度,下單時若未圈存款券, 不得委託,款券圈存完成後,始可下單交易。
宁 士 17		The Company adopts the system of deposit of money
尚 嘉 栃 Name		and securities. If the money and securities have not been deposited at the time of order placement, no order can be placed.
	□1 年以下 Less	than 1 year
数信方法 Credit method	─ □電話訪問 Tele _l	phone interview
業務員簡述 客戶投資暨 資產狀況 Brief description of customer's nvestment and asset status by ales personnel	□有 Yes □無 N 2.欲投資 products to invest □ 大寶 阿爾 Stocks □ 中央 Stocks	(o (勾無者,請填第 3 項 If no, please fill in item 3) 小金融商品及合適之範圍 Which overseas financial in and the appropriate range: □海外基金 Overseas funds 品 Fixed-income products□其他_Other
	與客戶往來時間 Length of dealing with customers 数信方法 Credit method 業務員簡獎 資產狀況 Brief description of customer's exestment and sset status by ales personnel	製客户往來時間

Confirmation of account opening	領他 1. Wh doc rep (□違有 (章有) (章 有) (章 有 (章 有 (章 有 (章 有 (章 有 (章 有 (章 有 (章 有	i 抽換資料查詢或 :	資力證明文件(□) al (and the delegate of the ID care was of the ID care kept □ transcription	edit Information System or e customer has any abnorm s, or whether the customer Note: If there is any abnorm System" or "China Credit valuating the customer's ma	□其 e, ources. □是否 用紀,應 · Taiwan al has any nality	□是 Yes □否 No □無異常 No abnormality □異常 Abnormalities
	(業務單	位主管)簽章:	•	後信(業務人員)簽章: Credit personnel (sales pe	ersonnel)	's signature and
and seal:			h Di	seal:		
		聯徵資料黏貼 	處 Please attach tl	ne Joint Credit Information	here	

風險預告書暨應告知事項 Risk Disclosure Statement and Matters to be Notified

(務請交付客戶)

委託人充分了解:本風險預告書之預告事項僅為列舉性質,對所有外幣有價證券及外幣金融商品之風險及影響市場行情之因素尚無法一一詳述,委託人於交易前除須對本風險預告書詳細研讀外,對本風險預告書未列舉之商品風險及其他可能影響之因素亦須有所預警,並確實做好財務規劃及風險評估,以免因貿然從事各類交易而遭受難以承受之損失。

The principal fully understands that the warnings in this Risk Disclosure Statement are merely illustrative in nature, and it is not yet possible to describe in detail the risks and factors affecting market conditions of all foreign securities and foreign financial products dominated in foriegn currencies. In addition to carefully reviewing this Risk Disclosure Statement, the principal shall be warned of the product risks and other possible factors that are not described in this Risk Disclosure Statement before trading. The principal shall also make proper financial planning and risk assessment to avoid incurring unbearable losses due to rashly engaging in various transactions.

- 一、買賣外幣有價證券及外幣金融商品之投資風險,依其投資標的及所投資交易市場而有所差異,委託人應就投資標的為股票、認股權證、受益憑證(包括指數股票型基金 ETF)、債券及存託憑證及基金等,分別瞭解其特性及風險,並注意所投資外國證券交易市場國家主權評等變動情形。
- 1. The investment risk of trading foreign securities and foreign financial products dominated in foriegn currencies varies depending on the underlying investments and the trading market in which they invest. The principal shall understand the characteristics and risks of the underlying investments such as stocks, warrants, beneficiary certificates (including Exchange Traded Funds, ETFs), bonds, depositary receipts and funds, and shall also be aware of the changes in the sovereign ratings of the foreign securities markets in which it invests.
- 二、投資外幣有價證券及外幣金融商品係於國外證券市場交易,應遵照當地國家之法令及交易市場之規定辦理,其或與我國證券交易法等相關法規不同(如:部分外國交易所無漲跌幅之限制等),對於委託人之保障程度亦與我國法令有所差別,委託人及證券商除有義務遵守我國政府及自律機構之法律、規則及規範外,亦有義務遵守當地法令及交易市場規定、規章及慣例。
- 2. Investment in foreign securities and foreign financial products dominated in foriegn currencies are traded in foreign securities markets and shall be conducted in accordance with the laws and regulations of the local governments and trading markets, which may differ from the relevant laws and regulations of our country (e.g., some foreign exchanges do not have restrictions on the rate of increase or decrease, etc.), and the degree of protection for the principal may also differ from the laws and regulations of our country. The principal and the securities firm are obliged to comply with the laws, rules and regulations of our government and self-regulatory institutions, as well as local laws and regulations, rules and practices of the local trading market.
- 三、委託人投資外幣有價證券及外幣金融商品,係基於獨立審慎之判斷後自行決定,並應 於投資前明瞭所投資標的可能產生之(包括但不限於)國家、利率、流動性、提前解約、匯 兌、通貨膨脹、交割、再投資、個別事件、稅賦、信用及受連結標的影響等風險,證券商不 為任何投資獲利或保本之保證。
- 3. The principal makes its own decision to invest in foreign securities and foreign financial products dominated in foriegn currencies based on independent and prudent judgment, and shall be aware of the possible risks arising from the underlying investments (including but not limited to) country, interest rate, liquidity, early termination, exchange rate, inflation, settlement, reinvestment, individual events, taxation, credit, and the impact of linked assets, etc. before making the investment. The securities firm has no guarantee of investment profit or capital protection.
- 四、投資外幣有價證券及外幣金融商品,係以外國貨幣交易,因此,除實際交易產生損益外,尚須負擔匯率風險,且投資標的可能因利率、匯率、有價證券市價或其他指標之變動,有直接導致本金損失甚至發生損失超過投資本金之虞。
- 4. Investments in foreign securities and foreign financial products dominated in foreign currencies are traded in Foreign Currency. Therefore, in addition to the actual transaction gains or losses, the principal shall also bear the exchange rate risk. The underlying investments may be subject to direct loss of principal or even loss in excess of the principal amount invested due to changes in interest rates, exchange rates, market prices of securities or other indicators.
- 五、投資外幣有價證券及外幣金融商品,證券商提供於委託人之資料或對交易市場、產業或個別商品之研究報告,或證券發行人所交付之通知書或其他有關委託人權益事項之資料,均係依各該外國法令規定辦理,委託人應自行瞭解判斷。
- 5. When the principal invests in foreign securities and foreign financial products dominated in foriegn currencies, information provided by the securities firm to the principal or research reports on trading markets, industries or individual products, or notices delivered by securities issuers or other information regarding the principal's interests shall be in accordance with the provisions of the laws and regulations of the respective foreign countries, and the principal shall make its own understanding and judgment.

六、證券商受託買賣外幣有價證券及外幣金融商品應與委託人簽訂受託買賣外幣有價證券 及外幣金融商品契約。委託人就其中對交割款項及費用之幣別、匯率及其計算等事項之約 定,應明確瞭解其內容,並同意承擔結匯匯率變化之風險及相關費用。

- 6. The securities firm shall enter into a contract with the principal for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) when entrusted with the trading of foreign securities and foreign financial products dominated in foriegn currencies. The principal shall clearly understand the contents of the contract regarding the currency, exchange rate and calculation of the settlement amount and fees, and agree to bear the risks of changes in the exchange rate of the settlement and related fees.
- 七、投資海外特別股相關風險如下:
- 7. The risks associated with the investment in overseas preferred stocks are as follows:
- (一)委託人確知特別股投資將面臨與發行公司相關之業務及其他風險。
- (1) The principal understands that the investment in the preferred stocks shall be subject to the business and other risks associated with the issuing company.
- (二)委託人確知此項投資之投資風險包括但不限於市場風險、匯率風險及流動性風險等, 並願意承擔相關風險。
- (2) The principal understands that the investment risks of this investment include, but are not limited to, market risk, exchange rate risk and liquidity risk, etc., and agrees to bear such risks.
- (三)委託人確知特別股不一定為永續證券,部分特別股有到期日。
- (3) The principal understands that the preferred stocks are not necessarily perpetual securities and that some of the preferred stocks have a maturity date.
- (四)委託人確知發行公司有可能提前買回特別股。且發行公司買回時,亦有可能不依據當時次級市場之成交價買回。
- (4) The principal understands that the preferred stocks may be bought back prematurely by the issuing company. In addition, the issuing company may buy back the preferred stocks at a price other than the prevailing price in the secondary market.
- (五)委託人確知發行公司並未保證特別股每年固定配息,仍須視發行公司獲利狀況,由發行公司宣告配息與否。
- (5) The principal understands that the issuing company has not guaranteed a fixed annual dividend for the preferred stocks and that the issuing company shall declare whether or not to distribute the dividend depending on the profitability of the issuing company.
- (六)委託人確知交易特別股及其相關所得之稅務事宜。
- (6) The principal understands the taxation of the preferred stocks and the related income.
- 八、投資外幣債券相關風險如下:
- 8. The risks associated with the investment in foreign bonds dominated in Foreign Currency are as follows:
- (一)最低收益風險(Minimum Return risk):依債券條件由發行機構於存續期間配付利息,並於到期日支付債券面額,且依據不同類型債券定義出產品之最低收益風險。例如一:公司債券可能有附註條款,發行機構可選擇在某一期間後將債券現金票息由固定改為浮動而影響收益。例如二:永續債券之發行機構有權延遲票息的發放,或以其他方式為之(例如發行股份或其他適合的證券)。此外,永續債券之發行機構並無義務發放票息,並有權在不附任何理由的情況下無限期延遲發放永續債券的票息,或是在某些條件滿足情況下才發放票息。
- (1) Minimum Return Risk: According to the terms of the bonds, the issuer shall pay the interest during the duration of the bonds and the face value of the bonds on the maturity date, and the minimum return risk of the products is defined according to different types of bonds. Example 1: A corporate bond may have a clause that allows the issuer to change the cash interest from fixed to floating after a certain period, which may affect the yield. Example 2: The issuer of the perpetual bonds has the right to defer the payment of interests or to do so in other ways (e.g., by issuing shares or other appropriate securities). In addition, the issuer of the perpetual bonds is not obligated to pay interests and has the right to defer payment of interests on the perpetual bonds indefinitely without any reason, or to pay interests only if certain conditions are met.
- (二)利率風險(Interest Rate Risk):債券自正式交割發行後,存續期間之市場價格將受發行幣別利率變動所影響;當該幣別利率調升時,債券之市場價格有可能下降,並有可能低於票面價格而損及原始投資金額;當該幣別利率調降時,債券之市場價格有可能上漲,並有可能高於票面價格而獲得額外收益。
- (2) Interest Rate Risk: The market price of the bonds is subject to changes in the interest rate of the currency of issuance during the duration of the bonds after they are officially delivered and issued. When the interest rate of the currency increases, the market price of the bonds may decrease and may be lower than the face value of the bonds, resulting in a loss of the original investment amount. When the interest rate of the currency decreases, the market price of the bonds may increase and may be higher than the face value of the bonds, resulting in additional income.

- (三)流動性風險(Liquidity Risk):債券不保證充分之市場流動性,委託人之提前賣出指示單依當時次級市場狀況決定,無法保證成交,在流動性缺乏或交易量不足的情況下,債券之實際交易價格可能會與債券本身之單位資產價值產生顯著的價差(Spread),將造成委託人若於債券到期前提前賣出,會發生可能損及原始投資金額的狀況,甚至在一旦市場完全喪失流動性後,委託人必須持有本債券直到滿期。
- (3) Liquidity Risk: The bonds are not guaranteed to have sufficient market liquidity. Early redemption orders placed by the principal are subject to prevailing secondary market conditions and are not guaranteed to be successfully traded. In the event of a lack of liquidity or insufficient trading volume, the actual trading price of the bonds may result in a significant spread from the unit asset value of the bonds, which may cause the principal to lose the original investment amount if the bonds are sold before maturity. Moreover, once the market completely loses liquidity, the principal shall hold the bonds until maturity.
- (四)提前賣出的風險(Early Redemption Risk):發行機構未發生違約及提前終止事件之狀況下,於到期日時,將償還100%原始本金。惟如委託人提前賣出時,必須以賣出當時之實際成交價格賣出,此情況可能導致本金之損失。亦即當市場價格下跌(受利率、匯率等影響),而委託人又選擇提前賣出時,可能會產生本金損失。
- (4) Early Redemption Risk: If there is no default or early termination by the issuer, 100% of the original principal amount shall be repaid on the maturity date. However, if the principal makes early redemption, it shall be sold at the actual transaction price at the time of sale, which may result in loss of principal. This means that if the market price declines (due to interest rates, exchange rates, etc.) and the principal chooses to make early redemption, loss of principal may occur.
- (五)信用風險(Credit Risk):委託人須承擔本債券發行機構之信用風險,而信用風險之評估,端視委託人對於債券發行機構之信用評等價值之評估;亦即保本與保息係由發行機構所承諾,而非證券商之承諾或保證。一旦發行機構在發生違約事件時,委託人將可能無法領回到期投資本金及/或任何債券利息/配息。不同的債券儘管是由相同發行機構發行,仍可能會有不同的信用評等。
- (5) Credit Risk: The principal shall bear the credit risk of the bond issuer, and the assessment of credit risk depends on the principal's assessment of the credit rating of the bond issuer; i.e., the principal and interest guarantee are undertaken by the bond issuer, not by the securities firm's commitment or guarantee. In the event of default by the issuer, the principal may not be able to receive the principal amount of the investment and/or any interest/interest payment on the bonds. Different bonds may have different credit ratings even though they are issued by the same issuer. (六)無到期日風險:債券若為永續債券,除另有約定外,發行機構無義務贖回該債券,委託人無權利要求發行機構贖回債券,即贖回日是否執行贖回係發行機構之權利,發行機構若決定不贖回或延期執行贖回,委託人即有無法如期取回資金之風險,委託人應特別注意。持有永續債券期間愈久,委託人將承受較大之價格波動之風險,且將受到與發行機構相關的金融市場內在風險的影響。永續債券的價值,可能會急速地上漲或滑落,產品過去的表現,不能成為對其未來表現之指標。
- (6) Risk of No Maturity Date: If the bonds are perpetual bonds, the issuer is not obligated to redeem the bonds unless otherwise agreed, and the principal has no right to request the issuer to redeem the bonds, i.e., it is the issuer's right to execute the redemption on the redemption date or not, and if the issuer decides not to redeem or postpone the redemption, the principal shall pay special attention to the risk of not getting back the funds as scheduled. The longer period the principal holds the perpetual bonds, the greater the risk of price fluctuations and the greater the exposure to the risks inherent in the financial markets associated with the issuer. The value of the perpetual bonds may rise or fall rapidly, and the past performance of the product shall not be used as an indicator of its future performance.
- (七)發行機構行使提前贖回債券權利風險(Call Risk)及再投資風險(Re-investment Risk):發行機構若行使提前贖回債券權利,將縮短預期的投資期限。有些債券的條件賦予發行機構得於債券到期前執行提前贖回或「強制提前贖回」之權利。當發行機構選擇贖回,或是當某些特定事件發生時,債券可能被贖回;此外,部分債券雖有預定贖回日期,惟當發行機構了實面,即使於贖回日亦可能不被贖回。又若永續債券訂有預定贖回日,發行機構仍有能提前贖回永續債券。發行機構辦理贖回時,亦有可能不依據當時次級市場之成交價贖可。發行機構可以寄發贖回永續債券之通知,但是發行機構並無義務一定要如此辦理,發行機構對於贖回擁有絕對的自主權。當永續債券不論以任何理由,包括被發行機構行使贖國或權對於贖回擁有絕對的自主權。當永續債券不論以任何理由,包括被發行機構行使贖國或是投資報酬再進行投資(再投資風險)。利率下跌時,可能會促使可贖回債券的投資的人投資報酬再進行投資(再投資風險)。利率下跌時,可能會促使可贖回債券的提前贖回,而使得委託人本金回收較預期為早。在此情形下,委託人僅能將其本金再投資於其也固定收益債券。另外,若債券提前贖回通常係以接近或票面價值執行,投資溢價債券之委託人將承擔本金損失之風險。
- (7) Call Risk and Re-investment Risk of the issuer's exercise of the right to redeem the bonds early: The issuer's exercise of the right to redeem the bonds early shall shorten the expected term

of the investment. The terms of some bonds provide the issuer with the right to make early redemptions or "mandatory early redemptions" prior to maturity. The bonds may be redeemed when the issuer chooses to do so or upon the occurrence of certain events. In addition, some bonds may not be redeemed even on the redemption date if the issuer chooses not to redeem the bonds despite the scheduled redemption date. If the perpetual bonds have a scheduled redemption date, the issuer may still redeem the perpetual bonds early. The issuer may also redeem the bonds at a price that is not based on the prevailing secondary market price. The issuer may send notice of redemption of the perpetual bonds, but the issuer is not obligated to do so and the issuer shall have absolute discretion with respect to redemptions. When the perpetual bonds are redeemed or mandatorily converted by the issuer for any reason, the principal may not be able to reinvest the amounts that the principal has received at the same rate of return or return on investment at that time point (reinvestment risk). A decline in interest rates may result in the early redemption of the callable bonds, which may result in the principal's earlier than expected recovery of principal. In this case, the principal may only reinvest its principal in other fixed income bonds. In addition, if the early redemption of the bonds is usually executed at close to or at par value, the principal shall bear the risk of loss of principal when investing in premium bonds.

- (八)匯率風險(Exchange Rate Risk):債券屬外幣計價之投資產品,若委託人於投資之初係以新臺幣資金或非本產品計價幣別之外幣資金承作債券者,須留意外幣之孳息及原始投資金額返還時,轉換回新臺幣資產時將可能產生低於投資本金之匯兌風險。
- (8) Exchange Rate Risk: The bonds are Foreign Currency denominated investment products. If the principal initially invests in the bonds with funds in New Taiwan Dollars or in a Foreign Currency other than the denominated currency of the product, it shall be noted that the exchange rate risk may arise from the conversion of the return of Foreign Currency interests and the original investment amount to New Taiwan Dollars, which may be lower than the principal amount invested.
- (九)國家風險(Country Risk):債券之發行或保證機構之註冊國如發生戰亂等不可抗力之事件時,將可能導致委託人損失。
- (9) Country Risk: In the event of war or other force majeure events in the country of registration of the issuer or guarantor of the bonds, the principal may suffer losses.
- (十)事件風險(Event Risk):如遇發行機構發生重大事件,有可能導致債券評等下降(bond downgrades)。
- (10) Event Risk: If a major event occurs in the issuer, the bonds may downgrade as a result. (+-)交割風險(Settlement Risk): 債券發行機構之註冊國或款券交割清算機構所在地,如遇緊急特殊情形、市場變動因素或逢例假日而改變交割規定,將導致暫時無法交割或交割延誤。
- (11) Settlement Risk: In the event of emergency or special circumstances, market changes, or a holiday resulting in a change in the settlement requirements in the country of registration of the bond issuer or the location of the settlement institution, delivery may be temporarily impossible or delayed.
- (十二)通貨膨脹風險 (Inflation Risk):通貨膨脹將導致債券的實質收益下降。
- (12) Inflation Risk: Inflation shall cause a decline in the real yield of the bond.
- (十三)稅務風險:在不同司法管轄區將有不同的稅務處理方式,外幣債券累計收益可能分散於債券年限內,而稅款的支付可能發生在債券到期前。債券贖回或在到期日前出售,亦可能涉及有關之稅負。委託人須完全承擔債券在司法管轄區及政府法令規定的稅負,包括(但不限於)印花稅或其他因債券所生之稅款或可能被收取之費用。委託人在申購外幣債券前,應尋求獨立稅務顧問建議。
- (13) Tax Risk: Different jurisdictions may have different tax treatment. The accumulated incomes of the foreign bonds dominated in Foreign Currency may be scattered over the duration of the bonds, and the payment of taxes may occur prior to the maturity of the bonds. Redemption or sale of the bonds prior to maturity may also involve tax liabilities. The principal shall be fully liable for all taxes imposed on the bonds by jurisdiction and governmental regulations, including (but not limited to) stamp duty or other taxes or fees incurred by or imposed on the bonds. The principal shall seek advice from an independent tax advisor before subscribing for foreign bonds dominated in Foreign Currency.
- (十四)委託人瞭解外幣債券非屬存款,亦不受存款保險及保險安定基金或其他相關保護機制之保障,最壞之情形下,最大損失可能為全部投資本金金額及利息。
- (14) The principal understands that the foreign bonds dominated in Foreign Currency are not deposits and are not protected by deposit insurance, Insurance Guaranty Funds or other related protection mechanisms. In the worst case, the maximum loss may be the entire principal amount of the investment and the interest.

- (十五)債息及本金之支付,需待證券商實際收到配息或交割款後才能將之轉入交割帳戶,一般入帳日約為配息或賣出交易日後7至10個營業日,惟仍須視發行機構配息入帳時間而調整。
- (15) The payment of interest and principal of the bonds shall be transferred to the settlement account only after the securities firm has actually received the interest payment or settlement payment. Generally, the entry date is approximately 7 to 10 business days after the date of interest payment or sale transaction, but it is subject to adjustment depending on the time of interest payment entry by the issuer.
- (十六)一般情況下,委託人於次級市場購買債券時,需支付「前手息」,「前手息」為支付前手債券持有人從上次配息日後至本次於次級市場交易日(即債券交割日且不含交割日當日)間之應計票息,證券商將於交易時依據彭博資訊系統計算實際前手息,一切依據國際市場慣例及彭博資訊為主。
- (16) In general, when the principal purchases the bonds in secondary market, it is required to pay "accrued interest", which is the accrued interest to the former bondholders from the previous interest payment date to the current transaction date in the secondary market (i.e. the settlement date of the bonds and excluding the settlement date). The securities firm shall calculate the actual accrued interest at the time of transaction based on the Bloomberg Professional Service, with international market practice and Bloomberg information as the primary basis.
- (十七)證券商是以受託買賣方式接受委託人之指示進行交易,故無法對於認購狀況及交易價格做任何承諾,委託人並了解其投資風險與認購狀況之不確定性。
- (17) The securities firm is engaged in brokered trades under the instruction of the principal on entrusted basis and therefore cannot make any commitment on the subscription status and transaction price. The principal understands the risk of investment and the uncertainty of the subscription status.
- (十八)若債券為永續債券,委託人確實了解本商品為無到期日之永續債券且發行機構有權依本身之狀況或若發生不可抗力之事件等決定是否於配息日發放票息,或是延遲發放。
- (18) If the bonds are perpetual bonds, the principal understands that the bonds are perpetual bonds with no maturity date and that the issuer has the right to decide whether to pay the interest on the interest payment date or to defer the payment in accordance with its own conditions or in the event of a force majeure event.
- (十九)若本債券為永續債券,委託人確實了解本商品之次級市場流動性不佳,且持有人之清算求償順位僅優於股票,並不適合所有投資人。
- (19) If the bonds are perpetual bonds, the principal understands that the product has poor liquidity in the secondary market and the holders' priority in liquidation is only better than that of the shareholders, which is not appropriate for all investors.
- (二十)委託人已充分閱讀及瞭解且接受風險預告,並經證券商指派業務人員解說,對投資外 幣債券交易之風險已充分明瞭,且同意於交易前自行詳閱相關債券英文版之公開說明書或 相關說明文件,謹慎評估相關證券交易風險,並知悉證券商已備置相關產品說明文件,委 託人若有需要,可向證券商索取。
- (20) The principal has fully reviewed and understood and accepted the risk warnings, been advised by the securities firm's designated sales personnel, and fully understands the risks of investing in foreign bonds dominated in Foreign Currency transactions. The principal agrees to carefully assess the risks of the relevant securities transaction by reading the English version of the prospectus or relevant explanatory documents of the relevant bonds before the transaction. The principal is also aware that the securities firm has prepared the relevant product descriptions, which the principal may obtain from the securities firm if necessary.
- (二十一)委託人瞭解債券交易價格將有波動,而永續債券交易價格波動較大,任何時點報價僅供參考,在從事次級市場交易時,實際成交價格以市場之供需狀況決定。證券商將會盡最大努力,依交易市場之規範與慣例,為委託人從事買賣,但交易不保證成交,且委託人應自負本金虧損之風險。
- (21) The principal understands that the trading price of the bonds is subject to fluctuation and that the trading price of the perpetual bonds is highly volatile. The prices quoted at any given time-point are for reference only. The actual transaction price shall be determined by the supply and demand situation in the market for secondary market transactions. The securities firm shall use its best endeavors to engage in transactions for the principal in accordance with the norms and practices of the trading market. However, the transaction is not guaranteed to be completed and the principal shall solely bear the risk of loss of principal.
- 九、投資債券型基金相關風險如下:
- 9. The risks associated with the investment in bond funds are as follows
- (一)信用風險: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,可能面 臨債券發行機構違約不支付本金、利息或破產之風險。

- (1) Credit Risk: Since the credit rating of non-investment grade bonds is not at the investment grade level or is not credit rated, there is a risk that the bond issuer may default on the payment of principal or interest or go bankrupt.
- (二)利率風險:由於債券易受利率之變動而影響其價格,故可能因利率上升導致債券 價格下跌,而蒙受虧損之風險,非投資等級債券亦然。
- (2)Interest Rate Risk: Since the price of bonds is vulnerable to changes in interest rates, there is a risk that the price of bonds may fall due to an increase in interest rates, which may result in a loss, even for non-investment grade bonds.
- (三)流動性風險:非投資等級債券可能因市場交易不活絡而造成流動性下降,而有無法在短期內依合理價格出售的風險。
- (3) Liquidity Risk: The liquidity of non-investment grade bonds may be reduced due to the lack of active market transactions, and there is a risk that the bonds cannot be sold at a reasonable price in the near future.
- (四)匯率風險:台端以新臺幣兌換外幣申購外幣計價基金時,需自行承擔新臺幣兌換外幣之匯率風險,取得收益分配或買回價金轉換回新臺幣時亦自行承擔匯率風險,當新臺幣兌換外幣匯率相較於原始投資日之匯率升值時,台端將承受匯兌損失。
- (4) Exchange Rate Risk: The principal shall bear the exchange rate risk of the conversion of New Taiwan Dollars into Foreign Currency when subscribing for Foreign Currency denominated funds with New Taiwan Dollars converted into Foreign Currency, and shall also bear the exchange rate risk when receiving income distribution or converting the proceeds back to New Taiwan Dollars. If the exchange rate of the New Taiwan Dollars into Foreign Currency appreciates compared to that of the original investment date, the principal shall bear the exchange loss.
- (五)委託人投資以非投資等級債券為訴求之基金不宜占其投資組合過高之比重,且不 適合無法承擔相關風險之委託人。
- (5) The funds entrusted by the principal to invest in non-investment grade bonds shall not take up an excessive proportion of its investment portfolio and are not appropriate for those who cannot bear the related risks.
- (六)若非投資等級債券基金為配息型,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。基金進行配息前未先扣除行政管理相關費用。
- (6) If a non-investment grade bond fund is dividend, the fund's distribution of dividends may be made out of the income or principal of the fund. Any portion of the fund that is paid out of principal may result in an impairment of the original investment amount. Administrative expenses have not been deducted prior to the distribution of dividends.
- (七)非投資等級債券基金可能投資美國 144A 債券(境內基金投資比例最高可達基金 總資產 30%;境外基金不限),該債券屬私募性質,易發生流動性不足,財務訊息揭露 不完整或價格不透明導致高波動性之風險。
- (7) The non-investment grade bond fund may invest in U.S. 144A bonds (up to 30% of total fund assets for domestic funds; no limit for foreign funds), which are private placement in nature and prone to high volatility due to illiquidity, incomplete disclosure of financial information or non-transparent prices.
- (八)請台端注意申購基金前應詳閱公開說明書,充分評估基金投資特性與風險,更多基金評估之相關資料(如年化標準差、Alpha、Beta 及 Sharp 值等)可至中華民國證券投資信託暨顧問商業同業公會網站之「基金績效及評估指標查詢專區」(https://www.sitca.org.tw/index_pc.aspx)查詢。
- (8) The principal is advised to carefully review the prospectus and fully evaluate the investment characteristics and risks of the fund before subscribing to the fund. More information on fund evaluation (such as annualized standard deviation, Alpha, Beta and Sharp values) can be found at the "Fund Performance and Evaluation Indicators Enquiry Area"
- (https://www.sitca.org.tw/index_pc.aspx) on the website of the Securities Investment Trust and Consulting Association of the Republic of China.
- (九)另其他債券基金之配息來源亦可能為本金,故委託人應於申購前詳閱投資人須知,於充分了解所申購之基金後始能進行投資。
- (9) Other bond funds may also have principal as the source of dividend distribution. Therefore, the principal shall carefully review the investor notice prior to subscription and shall not invest until it fully understands the fund it is subscribing to.
- 十、高風險商品風險預告書:
- 10. Risk Disclosure Statement for High Risk Products:
- (一)高風險商品定義:
- (1) Definition of high-risk products:

1.外國店頭市場(Over-the-counter Bulletin Board; 簡稱 OTCBB)、粉紅單交易系統(Pink-sheet)

交易之股票、認股權證、存託憑證、指數股票型基金(ETF)、指數投資證券(ETN)。 Stocks, warrants, depositary receipts, exchange traded funds (ETFs), and exchange traded notes (ETNs) traded on the Over-the-counter Bulletin Board (OTCBB) and Pink-sheet system.

2.外幣基金:參照「中華民國證券投資信託暨顧問商業同業公會基金風險報酬等級分類標 準」,以「RR5」等級以下,且未經主管機關核備之基金。

Foreign Currency funds: Funds with a risk-return rating of "RR5" or less, and not approved by the competent authorities, with reference to the "Risk-Return Rating Standard for Funds of the Securities Investment Trust and Consulting Association of the Republic of China".

3.外幣債券:以 S&P 信用評等或其對應評等之「CC」等級以下。

Foreign bonds dominated in Foreign Currency: with S&P credit rating or its corresponding rating of "CC" or less.

4.外幣結構型商品:發行機構信用評等「A-」(不含 A-)等級以下,或主要發行機構之信用利 差加碼幅度排名 90%以後。

Foreign Currency structured products: with a credit rating below "A-" (excluding A-) of the issuer, or with credit spreads of major issuers ranked at 90% or below.

(二)委託人於決定投資高風險商品前,應充分瞭解下列特有風險:

(2) Before deciding to invest in high-risk products, the principal shall fully understand the following specific risks:

投資高風險商品,委託人所應承受高風險商品之流動性風險可能更大。

Investment in high-risk products may expose the principal to higher liquidity risk of high-risk products.

2.投資高風險商品,導致委託人投資本金及利息損失的機率可能更高。

Investment in high-risk products may result in a higher chance of loss of principal and interest on the principal's investment.

投資高風險之外幣債券,委託人所應承受之債券違約風險機率可能更高。

Investment in high-risk foreign-currency bonds may expose the principal to a higher risk of default

4.投資高風險之外幣結構型商品,委託人所應承受發行機構之信用風險可能更大。

Investment in high-risk foreign-currency structured products may expose the principal to greater credit risk of the issuer.

5.本高風險商品風險預告書之預告事項甚為簡要,亦僅為例示性質,因此對所有投資風險及 影響市場行情之因素無法逐項詳述,委託人於交易前,須對本高風險商品風險預告書詳加 研析,對其他可能影響之因素亦須慎思明辨,並確實評估風險,以免因貿然從事交易而遭 到無法承受之損失。

The high-risk product risk warnings are very brief and merely exemplary in nature, and therefore it is not possible to detail all the investment risks and factors affecting market conditions. The principal shall carefully review the high risk product risk warnings before trading. The principal shall also prudently consider other factors that may affect the market and assess the risks to avoid unbearable losses due to rash trading.

6.委託人瞭解證券商得隨時修改本高風險商品風險預告書,並於證券商網站公告,該修改或 增訂事項應於公告所列生效日期生效。倘委託人不同意該修改或增訂事項,得於前述公告 所列生效日期前終止與證券商之契約關係,否則視為同意該修改或增訂事項。

The principal understands that the securities firm may amend the high-risk product risk disclosures at any time and announce such amendments or additions on the securities firm's website and such amendments or additions shall become effective on the effective date set out in the announcement. If the principal disagrees with such amendment or addition, the principal may terminate the contractual relationship with the securities firm before the effective date set out in the aforesaid announcement, otherwise the principal shall be deemed to have agreed to such amendment or

7.委託人係完全依本身之獨立判斷決定投資標的,並承諾將自行負擔交易之一切風險,特請 證券商予以受理,倘日後就投資產品發生任何風險或委託人損失,將完全由委託人自行承 擔,證券商將不負責任何交易所產生之任何損失,亦不擔保商品發行機構之行為。

The principal decides the investment product entirely based on its own independent judgment and agrees to bear all the risks of the transaction, and hereby requests the securities firm to accept it. If any risk or loss of the principal occurs in the future with respect to the investment products, the principal shall be solely responsible for such risk or loss and the securities firm shall not be responsible for any loss arising from any transaction and shall not guarantee the conduct of the product issuer.

- (三)委託人進行承作高風險商品,以委託人於證券商總庫存市值不得超過證券商淨值的百 分之二十為上限。如已超逾限額仍欲承作,則須另案申請。
- (3) When the principal undertakes to trade high-risk products, the market value of the principal's

total inventory in the securities firm shall not exceed 20% of Party B's net value as the upper limit. If the principal still intends to undertake the transaction after the limit has been exceeded, a separate application shall be made.

十一、指數股票型基金買賣風險預告書

- 11. Risk Disclosure Statement for Exchange Traded Funds
- 指數股票型基金(下稱 ETF)係以追蹤指數表現為目標的投資產品,而指數標的範圍廣泛包括:股票、債券、商品、原物料、能源、農產品利率…等。ETF 為追蹤標的指數的績效,或透過投資實體資產(包含股票、債券或實物商品等)、或透過投資金融衍生性商品(包含期貨、選擇權、交換合約(Swap)等)去達到接近於標的指數的風險與報酬,爰買費 ETF 有可能會在短時間內產生極大利潤或極大的損失,委託人於交易前應審慎考慮本身的財務能力及經濟狀況是否適合買賣此種商品。在決定從事交易前,委託人應瞭解投資可能產生之潛在風險,並應知悉下列各項事宜,以保護權益:
- Exchange traded funds (hereinafter referred to as ETFs) are investment products that track the performance of indices, which include stocks, bonds, commodities, raw materials, energy, agricultural products, interest rates, etc. In order to track the performance of the underlying index, ETFs either invest in physical assets (including stocks, bonds or physical commodities) or in financial derivatives (including futures, options, swaps, etc.) to achieve a risk and reward close to that of the underlying index. Therefore, trading in ETFs may result in significant profits or losses within a short period of time, and the principal shall carefully consider whether its financial position and economic condition are appropriate for trading in such products before trading. Before deciding to engage in a transaction, the principal shall understand the potential risks that may arise from the investment and shall be aware of the following matters in order to protect its interests:
- (一)買賣 ETF 係基於獨立審慎之判斷後自行決定,並應於投資前明瞭所投資之 ETF 可能有(包括但不限於)國家、利率、流動性、提前解約、匯兌、通貨膨脹、再投資、個別事件、稅賦、信用及連結標的市場影響等風險,證券商對委託人買賣之 ETF 不會有任何投資獲利或保本之保證。
- (1) The principal makes its own decision to trade ETFs based on independent and prudent judgment, and shall understand before investing that the ETFs invested in may have (including but not limited to) risks of country, interest rate, liquidity, early termination, foreign exchange, inflation, reinvestment, individual events, taxation, credit and market impact of linked underlying index. The securities firm has no guarantee of investment profit or capital protection for the ETFs traded by the principal.
- (二)買賣ETF,其投資風險會因應追蹤指數方式不同而有所差異,委託人應就所買賣ETF,係透過投資實體資產(包含股票、債券或實物商品等)、或透過投資金融衍生性商品(包含期貨、選擇權、交換合約(Swap)等)追蹤指數表現,瞭解其特性及風險,並隨時注意現貨市場價格變動情形外,亦要留意ETF運用衍生性金融工具,如期貨、選擇權、交換合約(Swap)等工具複製或模擬追蹤標的指數報酬,可能產生較大追蹤誤差風險與交易對手風險。
- (2) The investment risks of ETFs trading may vary depending on the method of tracking the index. The principal shall understand the characteristics and risks of the ETFs traded in terms of tracking index performance by investing in physical assets (including stocks, bonds or physical commodities) or by investing in financial derivatives (including futures, options, swaps, etc.), and shall monitor price changes in the spot market at all times. The principal shall also be aware that ETFs use financial derivatives, such as futures, options, swaps, etc. to replicate or simulate the tracking of the underlying index returns, which may result in greater risk of tracking error and counterparty risk.
- (三) ETF 所投資之有價證券、商品、期貨或衍生性商品,係以外國貨幣交易,除實際交易產生損益外,尚須負擔匯率風險,且投資標的可能因利率、匯率或其他指標之變動,有直接導致本金損失之虞。
- (3) ETFs invest in securities, commodities, futures or derivatives that are traded in Foreign Currency and are subject to exchange rate risk in addition to actual trading gains and losses. Moreover, the underlying investments may result in direct loss of principal due to changes in interest rates, exchange rates or other indicators.
- (四) ETF 所投資之有價證券、商品、期貨或衍生性商品,如無漲跌幅限制,則 ETF 有可能因價格大幅波動而在短時間內產生極大利潤或極大損失。
- (4) If there is no limit on the range of increase or decrease of the securities, commodities, futures or derivatives in which the ETFs invest, the ETFs may generate significant profits or losses within a short period of time due to significant price fluctuations.
- (五) ETF 所投資之有價證券、商品、期貨或衍生性商品交易時間與 ETF 掛牌市場交易時間可能不同,發行人依規定於網站所揭露淨值,可能因時差關係,僅係以該國外交易所最近一營業日之收盤價計算,委託人應瞭解 ETF 所投資之追蹤標的包括:連結實物表現、或運用衍生性金融工具(如:期貨、選擇權、交換契約 (Swap)等) 在全球其他市場

可能會有更為即時之價格產生,故如僅參考發行人於網站揭露之淨值作為買賣 ETF 之依據, 則可能會產生折溢價(即 ETF 成交價格低於或高於淨值)風險。

- (5) The trading hours of the securities, commodities, futures or derivatives in which the ETFs invest may be different from the trading hours of the ETFs' listed markets. The net value disclosed by the issuer on its website according to laws may be calculated merely based on the closing price of the latest business day of the overseas exchange due to time difference. The principal shall understand that the underlying assets of the ETFs invest in include: linked performance with physical assets, or using financial derivatives (e.g. futures, options, swaps, etc.) that may have more immediate prices in other markets around the world. Therefore, if only the net value disclosed by the issuer on the website is used as the basis for trading the ETFs, there may be a risk of discount or premium (i.e. the ETFs are traded at a price lower or higher than the net value).
- (六)如依市場報價買賣 ETF,有可能會出現買賣報價數量不足,或買賣報價價差較大之情況,投資前應詳細蒐集 ETF 買賣報價相關資訊,並注意流動性風險所可能造成之投資損失。
- (6) If ETFs are traded based on market quotes, there may be a shortage of quotes or a wide spread in quotes. Before investing, the principal shall carefully obtain information about the quotes of ETFs and shall be aware of the possible investment loss caused by liquidity risk.
- (七)買賣槓桿反向型 ETF 的委託人,應完全瞭解槓桿反向型 ETF 之淨值與其標的指數間之正反向及倍數關係,且槓桿反向型 ETF 僅以追蹤、模擬或複製每日標的指數報酬率正向倍數或反向倍數為目標,而非一段期間內指數正向倍數或反向倍數之累積報酬率。
- (7) If the principal trades leveraged and inverse ETFs, the principal shall fully understand that leveraged and inverse ETFs track positive multiples or negative multiples of the underlying index. The goal of leveraged and reverse ETFs is to track positive multiples or negative multiples of the returns of the underlying index on a daily basis, not the accumulated returns in terms of positive multiples or negative multiples over a period of time.
- 十二、ETN 買賣風險預告書
- 12. Risk Disclosure Statement for Exchange Traded Notes (ETNs)
- 委託人買賣 ETN(Exchange Traded Note) 係外國指數投資證券,以國外商品作為主要投資追蹤標的,追蹤指數或標的範圍係以有價證券或運用衍生性金融工具等(下稱本項 ETN),交易本項 ETN 有可能會在短時間內產生極大利潤或極大的損失,委託人於交易前應審慎考慮本身的財務能力及經濟狀況是否適合買賣此種商品。在決定從事交易前,委託人應瞭解投資可能產生之潛在風險,並應知悉下列各項事宜,以保護權益:
- The Exchange Traded Note (ETN) is a foreign index investment security with foreign products as the main investment underlying index, and the index being tracked or scope of the underlying index refers to securities or financial derivatives (hereinafter referred to as ETN). Trading in the ETNs may result in significant profits or losses within a short period of time, and the principal shall carefully consider whether its financial capacity and economic condition are appropriate for trading in these products prior to trading. Before deciding to engage in the transaction, the principal shall understand the potential risks that may arise from the investment and shall also be aware of the following matters in order to protect its interests:
- (一)買賣本項 ETN 非為共同基金,並不實際持有指數成份資產,而係以債券發行人之信用 作為擔保,提供給委託人等同於其追蹤指數或標的之報酬收益。而大部份的 ETN 在其存續 期間內大多不另外支付債券利息。委託人應瞭解本項 ETN 商品特性。
- (1) ETNs are not mutual funds and do not actually hold the assets comprising the underlying index. Instead, their investment is guaranteed by the credit of the bond issuer, who shall provide the principal with compensation and incomes comparable to the index being tracked. Most of the ETNs do not pay additional interest on the bonds during their duration. The principal shall understand the characteristics of the ETNs.
- (二)買賣本項 ETN,其投資風險除需承擔該 ETN 追蹤指數或標的漲跌的風險外,尚有發行機構的信用風險。委託人應瞭解本項 ETN 所追蹤指數或標的之特性、漲跌變動情形及發行機構的信用風險。
- (2) In addition to the risks associated with the characteristics of the underlying index tracked by the ETNs and the fluctuation risks, investment risks in trading in ETNs include credit risks of the issuer of the ETNs. The principal shall understand the characteristics of the index or underlying tracked by the ETNs, the price fluctuations of the index or underlying and the credit risk of the issuer.
- (三)買賣本項 ETN,於到期日或提前購回日時,發行人支付給投資人的金額,將完全視其追蹤標的指數之表現,可能高於、等於或低於其期初之投資金額。委託人應瞭解本項 ETN 並非有擔保之債務,且不具備到期保本的功能。
- (3) The amount to be paid by the issuer to investors trading in ETNs upon maturity date or early sellback as requested solely depends on the performance of the underlying index tracked by the ETNs, which may be higher, equal to or lower than the investment amount at the beginning of the investment.

The principal shall understand ETNs are not secured debts and are not principal-guaranteed. (四)買賣本項 ETN,如發行人信用狀況或評等發生變化,將直接對 ETN 次級市場之交易價格造成影響,也就是即使在追蹤之標的指標並沒有發生任何變動之情況下,ETN 仍舊可能因為發行人之信用評等下降,而出現跌價的情形。

- (4) When the issuer of ETNs being traded experiences changes in its credit status or rating, the trading price of the ETNs in the secondary market may be affected. In other words, even if there is no change in the underlying index being tracked, the trading price of ETNs may drop simply because the issuer's credit rating is downgraded.
- (五)投資本項 ETN 係基於獨立審慎之判斷後自行決定,並應於投資前明瞭所投資之本項 ETN 可能有(包括但不限於)國家、利率、流動性、提前解約、匯兌、通貨膨脹、再投 資、個別事件、稅賦、信用及連結標的市場影響等風險,證券商對本項 ETN 受益憑證 不會有任何投資獲利或保本之保證。
- (5) The principal makes its own decision to trade ETNs based on independent and prudent judgment, and shall understand before investing that the ETNs invested in may have (including but not limited to) risks of country, interest rate, liquidity, early termination, foreign exchange, inflation, reinvestment, individual events, taxation, credit and market impact of linked underlying index. The securities firm has no guarantee of investment profit or capital protection for the ETNs.
- (六)本項 ETN 所追蹤指數或標的以外國貨幣交易,除實際交易產生損益外,尚須負擔匯率風險,且投資標的可能因利率、匯率或其他指標之變動,有直接導致本金損失之虞。
- (6) The underlying index or the underlying tracked by the ETNs is traded in Foreign Currency. In addition to the actual transaction gains or losses, the investment is subject to exchange rate risk. Moreover, the underlying investments may result in direct loss of principal due to changes in interest rates, exchange rates or other indicators.
- (七)本項 ETN 所追蹤指數或標的如無漲跌幅限制,則本項 ETN 有可能因價格大幅波動而在短時間內產生極大利潤或極大損失。
- (7) If there is no limit on the range of increase or decrease of the indexes or underlying tracked by the ETNs, the ETNs may generate significant profits or losses within a short period of time due to significant price fluctuations
- (八)本項 ETN 所追蹤指數或標的之交易時間與本項 ETN 掛牌市場之交易時間可能不同,發行人依規定於網站所揭露淨值,可能因時差關係,僅係以該國外交易所最近一營業日之收盤價計算,委託人應瞭解本項 ETN 所投資之追蹤指數或標的在全球其他市場可能會有更為即時之價格產生,故如僅參考發行人於網站揭露之淨值作為買賣本項 ETF 之依據,則可能會產生折溢價(即本項 ETN 成交價格低於或高於淨值)風險。
- (8) The trading hours of the indexes or underlying tracked by the ETNs may be different from the trading hours of the ETNs' listed markets. The net value disclosed by the issuer on its website according to laws may be calculated merely based on the closing price of the latest business day of the overseas exchange due to time difference. The principal shall understand that the indexes or underlying tracked by the ETNs may have more immediate prices in other markets around the world. Therefore, if only the net value disclosed by the issuer on the website is used as the basis for trading the ETNs, there may be a risk of discount or premium (i.e. the ETNs are traded at a price lower or higher than the net value).
- (九)如依市場報價買賣本項 ETN,有可能會出現買賣報價數量不足,或買賣報價價差較大之情況,投資前應詳細蒐集本項 ETN 買賣報價相關資訊,並注意流動性風險所可能造成之投資損失。
- (9) If ETNs are traded based on market quotes, there may be a shortage of quotes or a wide spread in quotes. Before investing, the principal shall carefully obtain information about the quotes of the ETNs and shall be aware of the possible investment loss caused by liquidity risk. (十)委託人買賣本項 ETN,除上述各項風險預告事項外,仍應知悉下列各項事宜,以保護權益:
- (10) When trading in the ETNs, in addition to the above risk warnings, the principal shall be aware of the following matters in order to protect its interests:
- 1.本項 ETN 發行人依規定於網站揭示之 ETN 淨值,可能因時差關係,僅係以該國外交易所最近一營業日之收盤價計算,買進及賣出本項 ETN 時,可能會有折溢價風險。 The net value disclosed by the issuer on its website according to laws may be calculated merely based on the closing price of the latest business day of the overseas exchange due to time difference. Therefore, there may be a risk of discount or premium.
- 2.本項 ETN 所追蹤指數或標的之交易時間與本項 ETN 掛牌市場之交易時間可能不同,故本項 ETN 成交價格與所追蹤指數或標的的價格,可能會有差距。

The trading hours of the indexes or underlying tracked by the ETNs may be different from the trading hours of the ETNs' listed markets. Therefore, there may be a difference between the transaction price of the ETN and the price of the index or underlying being tracked.

3.本項 ETN 所追蹤指數或標的以外國貨幣交易,除實際交易產生損益外,尚須負擔匯率風險,可能使交易有損失之虞。

The underlying index or the underlying tracked by the ETNs is traded in Foreign Currency. In addition to the actual transaction gains or losses, the investment is subject to exchange rate risk, which may cause losses.

4.本項 ETN,須負擔所追蹤指數或標的漲跌的風險外,尚須負擔發行機構的信用風險。 The ETNs are subject to the credit risk of the issuer in addition to the risk of fluctuation of the index or underlying being tracked.

十三、具損失吸收能力債券(TLAC)買賣風險預告書

13. Risk Disclosure Statement for Total Loss-Absorbing Capacity (TLAC) Bonds

本風險預告書係依據金融監督管理委員會及中華民國證券商業同業公會相關規定訂定。投資人於交易前,應(1)確認自身是否符合主管機關所訂專業投資人之資格條件;(2)審慎評估自身之財務能力與經濟狀況是否適於投資此商品;(3)瞭解投資該債券可能產生之潛在風險,並特別注意下列事項:具損失吸收能力(Total Loss-Absorbing Capacity;TLAC)債券:係為保護公眾利益或發行人因資產不足以抵償債務、不能支付其債務或有損及存款人利益之虞等業務、財務狀況顯著惡化之情事,須依註冊地國主管機關指示以減記本金或轉換為股權方式吸收損失性質之債券。該債券發行機構屬於全球重要的系統性銀行之一,其所發行的債券屬TLAC債務工具,當發行機構出現重大營運或破產危機時,得以契約形式或透過法定機制將債券減記面額或轉換股權,可能導致客戶部分或全部債權減記、利息取消、債權轉換股權、修改債券條件如到期日、票息、付息日、或暫停配息等變動。

This Risk Disclosure Statement is prepared in accordance with the relevant regulations of the Financial Supervisory Commission and the Taiwan Securities Association. Before trading, the principal shall (1) confirm whether it meets the qualification requirements for professional investors set by the competent authorities; (2) carefully evaluate whether its financial capacity and economic condition are appropriate for investing in this product; (3) understand the potential risks that may arise from investing in the bonds, and pay special attention to the following: Total Loss-Absorbing Capacity (TLAC) bonds refer to bonds that shall absorb loss through write-down or conversion into equity, as and when instructed by the competent authorities of the country of registration to protect the public interest or upon obvious deterioration in the issuer's business or financial status resulting in a likelihood of its assets being insufficient to meet its liabilities, inability to pay its liabilities when due, or other possible detriment to the interests of depositors. The bond issuer is one of the world's leading systemic banks and the bonds it issues are TLAC debt products. In the event of a significant operational or insolvency crisis of the issuer, the bonds may be written down in face value or converted to equity by contract or through a statutory mechanism, which may result in a partial or full write-down of the customer's claims, interest cancellation, conversion of debt to equity, modification of bond terms such as maturity date, interest, interest payment date, or suspension of dividend distribution.

十四、封閉型基金(CEF)買賣風險預告書

14. Risk Disclosure Statement for Closed-end Funds (CEFs)

本風險預告書係依據中華民國證券商業同業公會「證券商受託買賣外國有價證券管理辦法」第六條之二第二項規定訂之。封閉型基金(英文:Closed end Funds,下稱 CEF)係以一籃子有價證券商品之投資組合為主,以公司股票及債券為主要投資標的,投資種類包含股票型、債券型、特別股型、REITs型、市政債型等。CEF發行受益權單位數固定,當基金發行期滿、基金規模達到預定規模後,便不會再接受申購或贖回的基金。買賣 CEF有可能會有市價與淨值產生折價或溢價的風險。此外,CEF也可能因流動性較差而導致價格波動大,在短時間內產生極大利潤或極大的損失,委託人於交易前應審慎考慮本身的財務能力及經濟狀況是否適合買賣此種商品。在決定從事交易前,委託人應瞭解投資可能產生之潛在風險,並應知悉下列各項事宜,以保護權益:

This Risk Disclosure Statement is prepared in accordance with the provisions of Paragraph 2, Article 6-2 of the "Regulations Governing Securities Firms Accepting Orders to Trade Foreign Securities" of the Taiwan Securities Association. Closed end funds (CEFs) are a portfolio of securities, with stocks and bonds as the main investment targets, including stocks, bonds, preferred stocks, REITs, and municipal bonds. CEFs are issued with a fixed number of units of beneficial rights and once the issuance period of the fund has expired and the fund has reached its intended size, no more subscriptions or redemptions of the funds shall be accepted. There is a risk of discount or premium between the market price and the net value when trading CEFs. In addition, the price of CEFs may be highly volatile due to illiquidity, which may result in significant profits or losses within a short period of time. The principal shall carefully consider whether its financial capacity and economic

condition are appropriate for trading such products before the transaction. Before deciding to engage in the transaction, the principal shall understand the potential risks that may arise from the investment and shall be aware of the following matters in order to protect its interests: (一)買賣 CEF 係基於獨立審慎之判斷後自行決定,並應於投資前明瞭所投資之 CEF 可能有(包括但不限於)國家、利率、流動性、提前解約、匯兌、通貨膨脹、再投資、個別事件、稅賦、信用及連結標的市場影響等風險,證券商對委託人買賣之 CEF 不會有任何投資獲利或保本之保證。

- (1) The principal makes its own decision to trade CEFs based on independent and prudent judgment, and shall understand before investing that the CEFs invested in may have (including but not limited to) risks of country, interest rate, liquidity, early termination, foreign exchange, inflation, reinvestment, individual events, taxation, credit and market impact of linked underlying. The securities firm has no guarantee of investment profit or capital protection for the CEFs traded by the principal.
- (二)買賣 CEF,即該基金所持有的投資組合證券的價值如下降,從而導致該基金的資產 淨值和市場價格下降。基金投資組合中所持有之單一或全部股票的價值,可能會由於多 種原因而增加或減少,其中包括股票發行人的業務活動和財務狀況,影響發行人業務或 整個股市的市場和經濟狀況。
- (2) When trading the CEFs, a decrease in the value of the portfolio securities held by the fund shall result in a decrease in the net asset value and market price of the fund. The value of a single or all of the stocks held in a fund's portfolio may increase or decrease for a variety of reasons, including the business activities and financial condition of the stock issuer, as well as market and economic conditions affecting the issuer's business or the stock market as a whole. (三)CEF 可能須要承受一定程度的市場風險和信用風險。市場風險是利率上升,降低基金投資組合中的債券價值的風險。一般而言,基金投資組合所持有證券的剩餘到期時間或存續期間越長,其所面臨的利率風險越大,其資產淨值(NAV)的波動性就越大。信用風險是指基金所持有的債券發行人違約其支付本金和利息的承諾的風險。
- (3) The CEFs may be exposed to a certain degree of market risk and credit risk. Market risk refers to the risk that rising interest rates shall reduce the value of the bonds in the funds' portfolios. In general, the longer the remaining time to maturity or duration of the securities held in the funds' portfolios, the greater the interest rate risk to which they are exposed and the greater the volatility of their net asset value (NAV). Credit risk represents the risk that the issuer of the bonds held by the funds defaults on its commitment to pay principal and interest. (四)CEF 所投資之有價證券、商品、期貨或衍生性商品,係以外國貨幣交易,除實際交易產生損益外,也可能須負擔匯率風險,且投資之標的可能因利率、匯率或其他指標之變動,有直接導致本金損失之虞。
- (4) CEFs invest in securities, commodities, futures or derivatives that are traded in Foreign Currency and are subject to exchange rate risk in addition to actual trading gains and losses. Moreover, the underlying investments may result in direct loss of principal due to changes in interest rates, exchange rates or other indicators.
- (五)CEF 所投資之有價證券、商品、期貨或衍生性商品,如無漲跌幅限制,則 CEF 有可能因價格波動幅度大而在短時間內產生極大利潤或極大損失。
- (5) If there is no limit on the range of increase or decrease of the securities, commodities, futures or derivatives in which the CEFs invest, the CEFs may generate significant profits or losses within a short period of time due to significant price fluctuations.
- (六)CEF 所投資之有價證券、商品、期貨或衍生性商品交易時間與 CEF 掛牌市場交易時間可能不同,發行人依規定於網站所揭露淨值,可能因時差關係,僅係以該國外交易所最近一營業日之收盤價計算。委託人應瞭解 CEF 所投資之追蹤標的,如僅參考發行人於網站揭露之淨值作為買賣 CEF 之依據,則可能會產生折溢價(即 CEF 成交價格低於或高於淨值)風險。
- (6) The trading hours of the securities, commodities, futures or derivatives in which the CEFs invest may be different from the trading hours of the CEFs' listed markets. The net value disclosed by the issuer on its website according to laws may be calculated merely based on the closing price of the latest business day of the overseas exchange due to time difference. The principal shall understand that the underlying tracked and invested by CEFs may incur a discount or premium (i.e., the transaction price of CEFs is lower or higher than the net value) if only the net value disclosed by the issuer on the website is used as the basis for trading CEFs. (七)委託人如依市場報價買賣 CEF,有可能會出現買賣報價數量不足,或買賣報價價差較大之情況,投資前應詳細蒐集 CEF 買賣報價相關資訊,並注意流動性風險所可能造成之投資損失。
- (7) If CEFs are traded based on market quotes, there may be a shortage of quotes or a wide spread in quotes. Before investing, the principal shall carefully obtain information about the quotes of CEFs and shall be aware of the possible investment loss caused by liquidity risk.

- 十五、本風險預告書之預告事項甚為簡要,亦僅為列示性質,因此對所有投資風險及影響市場行情之因素無法逐項詳述,委託人於交易前,除已對本風險預告書詳加研析外,對其他可能影響之因素亦須慎思明辨,並確實評估風險,以免因交易遭到無法承受之損失。
- 15. The risk warnings in the Risk Disclosure Statement are very brief and merely illustrative in nature, and therefore it is not possible to detail all the investment risks and factors affecting market conditions. The principal shall carefully review the Risk Disclosure Statement before trading. The principal shall also prudently consider other factors that may affect the market and assess the risks to avoid unbearable losses due to trading.
- 十六、委託人瞭解證券商得隨時修改風險預告書,並於公司網站公告,該修改或增訂事項 應於公告所列生效日期生效。倘委託人不同意該修改或增訂事項,得於前述公告所列生效 日期前終止與證券商之契約關係,否則視為同意該修改或增訂事項。
- 16. The principal understands that the securities firm may amend the Risk Disclosure Statement at any time and announce such amendments or additions on the securities firm's website and such amendments or additions shall become effective on the effective date set out in the announcement. If the principal disagrees with such amendment or addition, the principal may terminate the contractual relationship with the securities firm before the effective date set out in the aforesaid announcement, otherwise the principal shall be deemed to have agreed to such amendment or addition.
- 十七、委託人係完全依本身之獨立判斷決定投資標的,並承諾將自行負責證券交易之一切風險,特請證券商予以受理,倘日後就投資產品發生任何風險或委託人損失,將完全由委託人自行承擔,證券商將不負責任何交易所產生之任何損失,亦不擔保商品發行機構之行為。
- 17. The principal decides the investment product entirely based on its own independent judgment and agrees to bear all the risks of the transaction, and hereby requests the securities firm to accept the transaction. If any risk or loss of the principal occurs in the future with respect to the investment products, the principal shall be solely responsible for such risk or loss and the securities firm shall not be responsible for any loss arising from any transaction and shall not guarantee the conduct of the product issuer.

委託人委託買賣外幣有價證券及外幣金融商品,業已收到 貴公司交付本風險預告書,並經貴公司指派業務人員解說,對投資外幣有價證券及外幣金融商品交易之風險已充分明瞭,並明瞭投資 ETF 或 ETN 在特定狀況下,會有淨值計算未能即時更新及交易價格出現折溢價等情況,茲承諾投資風險自行負責,包括所投資之外幣有價證券及外幣金融商品在某些狀況下,將毫無價值,特此聲明。

The principal has entrusted the securities firm to trade foreign securities and foreign financial products dominated in foriegn currencies and has received from the securities firm this Risk Disclosure Statement. The principal has been advised by sales personnel assigned by the securities firm and fully understands the risks of investing in foreign securities and foreign financial products dominated in foriegn currencies. The principal also understands that the net value calculation of ETFs or ETNs may not be updated immediately and the trading price may be at a discount or premium under certain circumstances. The principal hereby undertakes and declares that it shall be solely responsible for its own investment risk, including the investment in foreign securities and foreign financial products dominated in foriegn currencies which, under certain circumstances, may have no value.

【未經主管機關核准之境外金融商品聲明】

【Declaration of offshore financial products that are not approved by the competent authorities】 委託人茲委託國泰證券買賣未經主管機關核准之境外金融商品,並確認國泰證券已交付風險預告書且充分說明投資可能之潛在風險,委託人亦完全明瞭並同意承擔該投資風險,爰聲明如下:

The principal hereby entrusts Cathay Securities Corporation to trade offshore financial products that are not approved by the competent authorities, and acknowledges that Cathay Securities Corporation has delivered a Risk Disclosure Statement and fully explained the potential risks of the investment, and that the principal fully understands and agrees to bear the risks of the investment, and hereby declares as follows:

- (一)委託人確非境內客戶透過設立境外法人方式轉換居住身分於國際證券業務分公司 (OSU)開立帳戶,以投資於未經主管機關核准於境內銷售之境外金融商品。
- (1) The principal is not a domestic customer who opens an account with an offshore securities unit (OSU) through the establishment of an offshore legal entity for the purpose of investing in offshore financial products that are not approved for sale in the country by the competent authorities.
- (二)委託人確實瞭解上述 OSU 業務於法令開放後,可能影響事項如下:
- (2) The principal fully understands that the above-mentioned OSU business may be affected by the implementation of the rules and regulations as follows:

1.國泰證券所提供金融商品並未經主管機關審查或核准,亦不適用備查或申報生效之規定。

The financial products offered by Cathay Securities Corporation have not been examined or approved by the competent authorities, nor are they subject to the requirements for record or effectiveness registration.

2.國泰證券所提供金融商品僅得於國際證券業務分公司(OSU) 對中華民國境外客戶為推介及交易對象。

The financial products offered by Cathay Securities Corporation may only be promoted and traded by the OSU to customers outside the Republic of China.

3.委託人不適用中華民國金融消費者保護法之金融消費爭議處理機制。

The financial consumer dispute handling mechanism of the Financial Consumer Protection Act of the Republic of China shall not apply to the principal.

- (三)委託人確認瞭解,倘投資未經主管機關審查程序之商品,其商品說明文件可能以中文或英文提供。
- (3) The principal acknowledges that it understands that if an investment product has not been examined by the competent authorities, its product description documents may be provided in Chinese or English.
- (四)委託人本身具相關投資經驗及產品知識,且係基於獨立審慎之判斷後自行決定投資,並於投資前已充分了解所投資標的可能產生包括但不限於國家風險、利率風險、流動性風險、提前解約風險、匯兌風險、通貨膨脹風險、交割風險、再投資風險、個別事件風險、稅賦風險、信用風險及受連結標的影響等風險,最壞之情形下,最大損失可能為全部投資本金金額及利息。
- (4) The principal has relevant investment experience and product knowledge and has made its own decision to invest based on independent and prudent judgment. Before investing, the principal has fully understood the risks of the underlying investments, including but not limited to country risk, interest rate risk, liquidity risk, early termination risk, foreign exchange risk, inflation risk, settlement risk, reinvestment risk, individual event risk, tax risk, credit risk and the influence of linked underlying. In the worst case, the maximum loss may be the entire principal amount of the investment and the interest.
- (五)委託人係完全依本身之獨立判斷決定投資標的,並承諾將自行負責交易之一切風險, 特請國泰證券予以受理本人/本公司之委託買賣未經主管機關核准之境外金融商品,倘日 後就投資產品發生任何風險或損失,將完全由委託人自行承擔,國泰證券將不負責任何 交易所產生之任何損失,亦不擔保商品發行機構之行為。
- (5) The principal decides the investment products solely based on its own independent judgment and agrees to be solely responsible for all risks associated with the transaction, and hereby requests Cathay Securities Corporation to accept the principal/ Company's entrustment to trade offshore financial products that are not approved by the competent authorities. If any risk or loss occurs in the future in relation to the investment products, the principal shall be solely responsible for it and Cathay Securities Corporation shall not be responsible for any loss arising from any transaction and shall not guarantee the conduct of the issuer of the products.

【契約重要內容告知事項】

親愛的客戶,您好:歡迎您在本公司開立受託買賣外幣有價證券及外幣金融商品之帳戶,在您辦理開戶之前,本公司特別要提醒您以下一些注意事項,這些內容與您的權益有重要的關係,請您務必仔細的閱讀,假如有不清楚的地方,也請您向服務人員洽詢,我們會非常樂意為您解說:

Dear Customer:

Welcome to open an account with our company for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU). Before your account opening, we would like to remind you of the following matters of attention. Please kindly read these contents carefully as they are important to your rights. Please contact our service person if you are unclear about anything. We are more than happy to explain to you.

- 一、您在本公司完成開戶手續以後,就可以以契約約定的方式,委託本公司買賣外幣有 價證券及外幣金融商品。
- 1. Once you have completed the account opening procedures, you may authorize our company under the contract to buy/sell securities and financial products denominated in Foreign Currency
- 二、關於委託買賣、交割等相關事宜,假如您需要委託代理人來幫您處理時,必須要由您出具授權書,載明代理人的資料以及有權代理的範圍,並且要留存代理人印鑑卡或簽名樣式卡。
- 2. If you would like to authorize a representative to handle trading instructions and settlements on your behalf, it is necessary for you to issue a letter of authorization by specifying the data about the representative and the scope of authorization and provide the seal/signature specimen of the representative for recordkeeping.

- 三、如果您要辦理印鑑變更作業,或是要註銷在本公司的受託買賣外幣有價證券及外幣金 融商品帳戶時,請您於營業時間內親自攜帶身分證明文件、原留印鑑來本公司辦理即可。
- 3. If you would like to change the seal or cancel your account with our company for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU), please kindly visit our company during business hours with your ID certificate and original seal.
- 四、為了保障您交易的安全,請您務必妥善保管個人存摺、印鑑及各類密碼(含個人密碼及 電子憑證)。一旦發生所持有之印鑑及各類密碼不慎遺失、滅失或被竊等情事時,請立即在 營業時間內親自攜帶身分證明文件、原留印鑑來本公司辦理。
- 4. To protect your trading security, please safekeep your passbook, seal and passwords (including PINs and digital certificates). If your seal or any password is lost, damaged or stolen, please immediately bring your ID certificate and original seal to our company during business hours to handle the matter.
- 五、此外,提醒您特別注意,本公司之所屬員工(含營業員)依法不得保管您的印鑑、款 項、存摺或有價證券,或與您有金錢或股票借貸或代客操作之情事,如果發現這種情況,請 您立即告訴本公司。
- 5. You are cordially reminded that our employees (including sales people) are not legally allowed to safekeep your seal, funds, passbook or securities, lend money to you or borrow from you or engage in discretionary trading with your account. Please immediately inform our company if you have identified any of these circumstances.
- 六、本公司接受您委託買賣外幣有價證券及外幣金融商品,所會收取之金額包含下列款項: 6When accepting your instruction to buy/sell securities and financial products denominated in Foreign Currency, the funds we collect from you includes the following:

1.有價證券成交價金。

Consideration for the securities.

2.本公司受託交易手續費:本公司接受您委託買賣所生之交易手續費。

Our transaction fees: our service charges for processing your transaction.

3.代收代付手續費及其他費用(可能包含但不限於以下費用項目):

Collection of fees and other expenses (including but not limited to the following):

(1)上手機構交易手續費:透過複受託金融機構買賣外幣有價證券及外幣金融商品所生之交 易手續費,由本公司代為向您收取。

Trading fees charged by brokers: We collect brokerage fees when acting as a sub-broker for Trading of Securities and Financial Products Denominated in Foreign Currency.

(2)外國證券交易市場之稅捐或規費:包含各類可能之交易稅、印花稅、資本利得稅、股利 稅、交易所費用及集保費等。

Taxes and regulatory fees charged by overseas securities exchanges: including all possible transaction taxes, stamp duties, capital gain taxes, dividend taxes, exchange fees and depository and clearing fees.

(3)保管費及各項雜費:包含保管機構保管費及各類可能之存撥券手續費、匯費等。 Custodian fees and miscellaneous expenses: This includes fees to custodian institutions and all processing and remittance charges for deposits and securities.

(4)相關交易市場收費請參閱官網訊息。

Please refer to our official website for information on relevant fees for different exchanges.

- 七、您與本公司間有關受託買賣外幣有價證券及外幣金融商品應收應付之交割款項及費用, 得以雙方合意指定之外幣為之,並得以雙方合意之金融機構開立之外匯存款帳戶存撥之, 或由本公司直接將外幣匯至您於各證券市場所在地指定之金融機構辦理其交割結匯事項。
- 7. The funds and fees payable and receivable for settlement of Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) you instruct our company to buy/sell may be conducted in the Foreign Currency and via the Foreign Currency deposit account with a financial institution agreed by you and our company or transferred in Foreign Currency directly by our company to your designated financial institutions in individual securities markets for settlement and remittance.
- 八、您於本公司完成下單後,應如期完成履行交付交割代價或交割證券,否則即為違約,本 公司必須依規定於外國證券市場處理本公司因代辦交割所受之證券或代價,處理所得抵充 您應付之債務及費用後,倘仍有不足,本公司得向您追償,另本公司並得向您收取按成交 金額之百分之二之違約金。
- 8. After you have placed an order with our company, you should complete the delivery of the consideration or the security as scheduled. If not, it will be deemed as default. In this instance, our company must act according to rules and dispose of the security or consideration that we have received under your instruction in the overseas securities market and use the proceeds to offset your due liabilities and expenses. If this is not sufficient, our company may claim the outstanding amount from you. In addition, we may charge 2% of the transaction amount as default penalty.

- 九、有價證券買賣屬於投資交易行為,建議您在從事交易之前,審慎評估您的財務能力 以及風險承擔能力。
- 9. The transaction of securities is an investment activity. You are advised to carefully evaluate your financial capacity and risk-taking capability before conducting any transaction.
- 十、本公司提供受託買賣服務,並沒有受存款保險及保險安定基金或其他相關保護機制之保障。
- 10. We provide services of brokering trades and we are not covered by deposit insurance, Insurance Guaranty Fund, or other protection mechanisms.
- 十一、再次提醒您於簽約前務必詳閱本公司開戶契約之條款暨各項風險預告書之內容,若您對本公司提供受託買賣服務有任何疑義、或者是對本公司的服務有申訴的需求時,可洽原服務人員或客服專線 0809-080-288。
- 11. You are kindly reminded again to carefully read in detail the clauses of our account opening contract and the contents of all risk disclosure statements before contract signing. If you have any questions about the services of brokering trades or would like to complain about our services, you may reach out to your original service contact or call our customer service hotline at 0809-080-288.

感謝您的愛護,也謝謝您的審閱,國泰綜合證券關心您。

Thanks for your business and review. Cathay Securities Corporation are here for you.

高齡客戶重要事項告知書(務請交付客戶)

Notice of Important Matters for the Elderly

親愛的客戶,您好:

歡迎您在本公司開立受託買賣外幣有價證券及外幣金融商品帳戶,在您辦理開戶之前,本公司特別要提醒您以下一些注意事項,這些內容與您的權益有重要的關係,請您務必仔細的閱讀,假如有不清楚的地方,也請您向服務人員洽詢,我們會非常樂意為您解說:

Dear Customer:

Welcome to open an account with our company for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU). Before your account opening, we would like to remind you of the following matters of attention. Please kindly read these contents carefully as they are important to your rights. Please contact our service person if you are unclear about anything. We are more than happy to explain to you.

- 一、 您在本公司完成開戶手續以後,就可以以契約約定的方式,委託本公司買賣外幣有價證券及外幣金融商品。
- 1. Once you have completed the account opening procedures, you may authorize our company under the contract to buy/sell securities and financial products denominated in Foreign Currency.
- 二、 關於委託買賣、交割等相關事宜,假如您需要委託代理人來幫您處理時,必需要由您出具授權書,載明代理人的資料以及有權代理的範圍,並且要留存代理人印鑑卡或簽名樣式卡。
- 2. If you would like to authorize a representative to handle trading instructions and settlements on your behalf, it is necessary for you to issue a letter of authorization by specifying the data about the representative and the scope of authorization and provide the seal/signature specimen of the representative for recordkeeping.
- 三、 如果您要辦理印鑑變更作業,或者是要註銷在本公司的受託 買賣外幣有價證券及外幣金融商品帳戶時,請您於營業時間內親自 攜帶身分證明文件、原留印鑑來本公司辦理即可。
- 3. If you would like to change the seal or cancel your account with our company for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU), please kindly visit our company during business hours with your ID certificate and original seal.

- 四、為了保障您交易的安全,請您務必妥善保管個人存摺(包括銀行存摺)、印鑑及各類密碼(含個人密碼及電子憑證)。一旦發生所持有之印鑑及各類密碼不慎遺失、滅失或被竊等情事時,請立即在營業時間內親自攜帶身分證明文件、原留印鑑來本公司辦理。
- 4. To protect your trading security, please safekeep your passbook, seal and passwords (including bank passbooks). If your seal or any password is lost, damaged or stolen, please immediately bring your ID certificate and original seal to our company during business hours to handle the matter.
- 五、 此外,提醒您特別注意,本公司之所屬員工(含營業員)依 法不得保管您的印鑑、款項、存摺或有價證券,或與您有金錢或股 票借貸或代客操作之情事,如果發現這種情況,請您立即告訴本公 司。
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- 六、本公司接受您委託買賣外幣有價證券及外幣金融商品,所會收取之金額包含下列款項:
- 6. When accepting your instruction to buy/sell securities and financial products denominated in Foreign Currency, the funds we collect from you includes the following:
- (1)有價證券成交價金。Consideration for the securities.
- (2)本公司受託交易手續費:本公司接受您委託買賣所生之交易手續費。Our transaction fees: our service charges for processing your transaction.
- (3) 代收代付手續費及其他費用(可能包含但不限於以下費用項目):
- Collection of fees and other expenses (including but not limited to the following):
- (i)上手機構交易手續費:透過複受託金融機構買賣外幣有價證券及外幣金融商品所生之交易手續費,由本公司代為向您收取。

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(iii)保管費及各項雜費:包含保管機構保管費及各類可能之存撥券手續費、匯費等。

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7. The funds and fees payable and receivable for Brokered Trades in Foreign Securities and Foreign Financial Products(OSU) you instruct our company to buy/sell may be conducted in the Foreign Currency and via the Foreign Currency deposit account with a financial institution agreed by you and our company or transferred in Foreign Currency directly by our company to your designated financial institutions in individual securities markets for settlement and remittance.

八、您於本公司完成下單後,應如期完成履行交付交割代價或交割證券,否則即為違約,本公司必須依規定於外國證券市場處理本公司因代辦交割所受之證券或代價,處理所得抵充您應付之債務及費用後,倘仍有不足,本公司得向您追償,另本公司並得向您收取按成交金額之百分之二之違約金。

- 8. After you have placed an order with our company, you should complete the delivery of the consideration or the security as scheduled. If not, it will be deemed as default. In this instance, our company must act according to rules and dispose of the security or consideration that we have received under your instruction in the overseas securities market and use the proceeds to offset your due liabilities and expenses. If this is not sufficient, our company may claim the outstanding amount from you. In addition, we may charge 2% of the transaction amount as default penalty.
- 九、有價證券買賣屬於投資交易行為,建議您在從事交易之前,審 慎評估您的財務能力以及風險承擔能力。
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- 10. We provide services of brokering trades and we are not covered by deposit insurance, Insurance Guaranty Fund, or other protection mechanisms.
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感謝您的愛護,也謝謝您的審閱,國泰綜合證券關心您。 Thanks for your business and review. Cathay Securities Corporation are here for you.

國泰綜合證券股份有限公司 法人印鑑卡	國泰綜合證券股份有限公司印鑑卡			
Cathay Securities Corporation Juristic person Seal Card	Cathay Securities Corporation Seal Card			
受託買賣外幣有價證券及外幣金融商品	受託買賣外幣有價證券及外幣金融商品			
Brokered Trades in Foreign Securities and Foreign Financial	Brokered Trades in Foreign Securities and Foreign Financial			
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國泰綜合證券股份有限公司 法人印鑑卡	國泰綜合證券股份有限公司 印鑑卡			
Cathay Securities Corporation Juristic person Seal Card	Cathay Securities Corporation Seal Card			
受託買賣外幣有價證券及外幣金融商品	受託買賣外幣有價證券及外幣金融商品			
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Cathay Securities Corporation Juristic person Seal Card				
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	經辦 Clerk: 主 管 Manager:			

基本資料變更申請登記欄

Basic Data Change Application Form

變更項目	申請日期	變更後資料	經辨	主管核准
Item of Change	Date of application	Information after change	Clerk	Approving Supervisor

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