

遠期外匯交易約定書

AGREEMENT FOR FORWARD FOREIGN EXCHANGE TRANSACTION

致：日商瑞穗銀行股份有限公司

To: Mizuho Bank, Ltd.

臺北分行

臺中分行

高雄分行

國際金融業務分行

Taipei Branch

Taichung Branch

Kaohsiung Branch

Offshore Banking Unit Taiwan

立約定書人_____（以下稱「立約人」）與日商瑞穗銀行股份有限公司_____分行（以下稱「貴行」）約定，就立約人與 貴行間之遠期外匯交易，除遵守另行簽署之銀行往來綜合約定書及相關約定書之各條款外，並願遵守本約定書之條款。

I/We, the undersigned _____ (the "Undersigned"), hereby agree with Mizuho Bank Limited, _____ (the "Bank") that subject to the terms and conditions of the General Credit Facility Agreement for Banking Transaction and all other agreements associated therewith, the Undersigned will comply with the following terms and conditions for the Forward Foreign Exchange Transactions:

第一條： 定義 Article 1. Definition

本約定書所謂遠期外匯交易契約（以下稱「遠匯交易」）係指立約人與 貴行間約定於該契約訂定後之一定期間或期日（以下稱「到期日」），以特定之外匯匯率向 貴行承買或出售以外國貨幣支付之契約。

The term "Forward Foreign Exchange Transactions Contract" (the "FFET") as herein used in this Agreement shall refer to the purchase or sale of a payment method or right of claim denominated in a foreign currency to be performed at a certain fixed foreign exchange rate on a fixed date or during a fixed period (the "Value Date") as agreed upon by the Undersigned and the Bank.

第二條： 立約人自負風險原則 Article 2. At-Own-Risk Principle

立約人係以自己之責任及計算，對 貴行申請遠匯交易。立約人聲明並保證其為申請遠匯交易所提交 貴行之交易憑證均屬真實正確，絕無虛假情事，若有違反，立約人同意賠償 貴行所受一切損失。

The Undersigned will be at his own risk and on his own account while applying for conducting FFET with the Bank. The Undersigned represents and warrants that all transaction documents and papers submitted to the Bank for conducting FFET by the Undersigned are true and correct, without any fraudulence. If there is any violation, the Undersigned agrees to indemnify any and all losses suffered by the Bank.

第三條： 遠匯交易之成立 Article 3. Validation of FFET

立約人依 貴行所定之方法申請遠匯交易，並經 貴行承諾者，遠匯交易始成立。

An FFET shall become valid only when an application is filed by the Undersigned in accordance with the procedure prescribed by the Bank and has been approved by the Bank.

第四條： 交易內容之確認
Article 4. Confirmation of an FFET

一、遠匯交易成立後，立約人為求立即確認遠匯交易之內容，應在 貴行所製作遠匯交易確認書上，依 貴行所定之程序向 貴行提出請求確認。

After an FFET is validly established, the Undersigned shall, for immediate confirmation of the content of an FFET, confirm to the Bank in accordance with the procedure set up by the Bank by making his confirmation in the Advice of Confirmation of FFET prepared by the Bank.

二、遠匯交易一經成立，即具有效力，應以記載於 貴行帳簿或記錄等之內容為準，縱立約人未於遠匯交易確認書為確認，亦不受影響。如立約人主張遠匯交易確認書記載與 貴行帳簿或記錄等之內容有異時，應以遠匯交易成立時雙方當事人就交易內容之合意為準。

Once an FFET is validly established, it will forthwith take effect and the contents thereof as entered in the Bank's book or records shall govern, irrespective of the fact that the Undersigned fails to make confirmation of the Advice of Confirmation of FFET. If the Undersigned claims to the effect that there is discrepancy between the contents of the Advice of Confirmation of FFET and the book and/or records of the Bank, the contents of the FFET agreed between the Bank and the Undersigned while establishing the FFET shall govern.

第五條： 交易之獨立性
Article 5. Independence of Transaction

立約人茲同意，立約人與 貴行間之每一筆交易均為獨立之契約。 貴行對立約人某一筆遠匯交易申請之承諾，並不表示 貴行已承諾立約人其他遠匯交易之請求。

The Undersigned hereby confirms that each FFET transaction between the Undersigned and the Bank shall be separate from any other transactions, and that the commitment made by the Bank in respect of a particular FFET applied for by the Undersigned does not serve as a commitment of the Bank to any other FFET applied for by the Undersigned.

第六條： 保證金、手續費等
Article 6. Margin, Service Charges etc.

對於遠匯交易應繳交保證金或擔保品以及與遠匯交易有關之手續費、損害賠償金及其他一切費用，立約人於各費用屆期時，應立即支付或提供。

The Undersigned shall deposit, in due time, the margin or furnish collateral and shall be liable for payment of relevant service charges, indemnity for damages and any other expenses arising from FFET.

第七條： 履行
Article 7. Performance

除第八條另有規定外，遠匯交易應在到期日履行。

Unless otherwise provided in Article 8 of this Agreement, an FFET shall be performed on its Value Date.

第八條： 解約、到期日之變更
Article 8. Cancellation, Change of Performance Date

立約人因不可避免之情事，致需向 貴行請求遠匯交易解約、到期日展延或請求於到期日前履行者，應以書面向 貴行申請，並應取得 貴行之書面同意後始得為之。因此而生之手續費、損害賠償及其他一切費用，全部由立約人負擔， 貴行並得處分立約人所繳保證金，立約人絕不異議。

Due to unavoidable circumstances, the Undersigned has no alternative but to cancel an FFET, to extend or accelerate the Performance Date, the Undersigned shall make such request in writing with the Bank and obtain a written approval thereof from the Bank. Any and all service charges, commissions and expenses paid by the Bank and any other damage incurred by the Bank due to such cancellation and change of Performance Date shall be borne by the Undersigned. The Bank may dispose of the margin provided by the Undersigned, to which the Undersigned shall have no objection.

第九條： 遠匯交易不履行之解約
Article 9. Cancellation of FFET for Non-Performance

不論任何理由，立約人未於到期日履行遠匯交易之全部或一部者，貴行得解除該遠匯交易，所發生之手續費、損害賠償金及其他一切費用由立約人負擔並應立即清償，貴行並得處分所繳保證金，立約人絕不異議。

Where the Undersigned has failed to perform an FFET, in whole or in part, on the Performance Date by any reason whatsoever, the Bank shall be entitled to cancel the FFET. Any and all service charges, commissions and expenses paid by the Bank and any other damage incurred by the Bank due to such cancellation shall be borne by the Undersigned. The Bank may also be entitled to dispose of the margin and/or collateral provided by the Undersigned, to which the Undersigned shall have no objection.

第十條： 其他原因之解約
Article 10. Cancellation of this Agreement for Other Reasons

立約人如發生銀行往來綜合約定書第十三條各款之情事之一者，貴行得解除與立約人間之一切遠匯交易。因解約所發生之手續費、損害賠償金及其他一切費用，由立約人負擔並應立即清償，並任憑貴行處分立約人所繳保證金或擔保品，立約人絕不異議。貴行亦得依其自由裁量，就遠匯交易之全部或一部變更其解約時間，立約人亦不得異議。

Upon occurrence of any of the circumstances set forth in Article 13 of the General Credit Facility Agreement for Banking Transaction, the Bank may certainly be entitled to cancel all valid FFETs between the Bank and the Undersigned. Any and all service charges, commissions and expenses paid by the Bank and any other damage incurred by the Bank due to such cancellation shall be borne by the Undersigned. The Bank may also be entitled to dispose of the margin and/or collateral provided by the Undersigned to which the Undersigned shall have no objection. The Bank may also change the cancellation date for the whole or part FFET at its own discretion without any objection from the Undersigned.

第十一條： 手續費等之計算方法
Article 11. Method for the Service Charges Calculation

依據本約定書，立約人應負擔之一切手續費、損害賠償金及其他費用，悉依貴行所定之費率及計算方法為之。

Pursuant to this Agreement, the service charges, indemnity for damages and any other expenses born by the Undersigned shall be calculated in accordance with the charge rates and methods posted by the Bank.

第十二條： 轉讓、設質之禁止
Article 12. No Assignment or Pledge

有關立約人與貴行所訂之遠匯交易之任何權利，非經貴行事先書面同意，不得轉讓或設質與他人。

Unless otherwise agreed in writing by the Bank in advance, none of the rights arising from or exercisable in respect of any FFET entered into by and between the Bank and the Undersigned shall be assigned or pledged in favor of any third party.

第十三條： 文字
Article 13. Language

本約定書以中、英文作成。中文本與英文本如有文義兩歧，應以中文本為準。

This Agreement is drawn in Chinese and English. In the event of any discrepancy in the meaning between English and Chinese texts, the Chinese version shall govern.

第十四條： 法律及管轄
Article 14. Governing Law and Non-exclusive Jurisdiction

本約定書以中華民國法律為準據法。因本合約所發生之任何訴訟，雙方同意以 貴行_____分行所在地之地方法院為第一審管轄法院，但依法為專屬管轄之案件者不在此限。

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the Republic of China. The parties hereto agree that the District Court of _____ of the Bank shall be the court having first instance jurisdiction over the parties hereto for any dispute arising from or relating to this Agreement except for the exclusive jurisdiction mandatorily prescribed by laws.

第十五條： 其他事項
Article 15. Miscellaneous

本約定書未盡事宜，悉依銀行往來綜合約定書之規定。二者如有不一致，以本約定書為準。

For other matters not specifically covered hereby, the General Credit Facility Agreement for Banking Transaction entered into by and between the Undersigned and the Bank shall govern. In the event of any discrepancy between this Agreement and the General Credit Facility Agreement for Banking Transaction, this Agreement shall prevail.

立約人茲確認， 貴行確依消費者保護法之規定給予立約人充份合理期間審閱本約定書，且充分瞭解本約定書之內容並願確實遵守。

The Undersigned hereby confirms that the Bank has provided the Undersigned with a reasonable time for review of this Agreement in accordance with the Consumers Protection Law and that the Undersigned fully understands all of the terms and conditions of this Agreement and agrees to comply with them.

遠期外匯交易風險預告書

RISK DISCLOSURE STATEMENT OF FORWARD FOREIGN EXCHANGE TRANSACTION

鑒於遠期外匯交易屬於衍生性金融商品之一種，台端於進行遠期外匯交易之前，請注意下列風險：

As forward foreign exchange transactions are of a type of financial derivative products, before you engage in forward foreign exchange transactions, please be aware of the following risks:

1. 台端承作遠期外匯交易如屬非以避險為目的者，台端之最大可能損失金額，另行記載於個別商品之商品說明書內。

Where you conduct forward foreign exchange transactions not for hedging purpose, your maximum potential loss from said transaction will be indicated in the product prospectus of the respective product.

2. 衍生性金融商品之市價評估 (mark-to-market) 損益係受基礎商品市場價格等因素影響而變動。當市場價格不利於台端之交易時，該交易市價評估損失，有可能遠大於預期。

The mark-to-market gains and losses of financial derivatives will change due to factors such as the market price of the underlying instruments. When the market price is not favourable to your transaction, the mark-to-market loss of said transaction may be much greater than expected.

3. 台端於契約到期前提前終止交易，如市場價格不利於台端交易時，台端有可能承受鉅額交易損失。

When you early terminate the transaction prior to the expiry of the contract, if the market price is not favourable to your transaction, you may suffer substantial loss from the transaction.

4. 天期較長之衍生性金融商品將承受較高之風險。於市場價格不利於台端交易時，台端將承受較高之提前終止交易損失。

Financial derivatives having a longer maturity will bear a higher risk. If the market price is not favourable to your transaction, you will suffer higher loss from the early termination of said transaction.

5. 台端如負有依市價評估結果計算應提供擔保品義務，當市場價格不利於台端交易，致產生市價評估損失時，台端應履行提供擔保品之義務。台端應提供擔保品數額遠大於預期時，可能產生資金調度之流動性風險。如台端未能履行提供擔保品義務，致交易遭提前終止，台端將可能承受鉅額損失。

If you have an obligation to provide collaterals based on the mark-to-market calculation, when you suffer mark-to-market loss due to the market price being unfavourable to your transaction, you shall fulfill the obligation to provide collaterals. If the amount of the collaterals you should provide is much greater than expected, you may suffer liquidity risk of fund procurement. If you fail to fulfill your obligation to provide collaterals, which causes the transaction to be early terminated, you may suffer substantial loss.

6. 以避險目的承作之衍生性金融商品，如契約金額大於實質需求，超額部分將承受無實質部位覆蓋之風險。

When financial derivatives are used for hedging purposes, if the contractual amount is greater than the actual demand, the excess amount will bear the risk of being uncovered by the actual position.

本風險預告書並未完全揭露進行遠期外匯交易之所有可能風險和其他相關之重大事項。

This risk disclosure statement does not disclose all of the risks and other significant aspects of engaging in forward foreign exchange transactions.

同意暨確認書

CONSENT AND ACKNOWLEDGEMENT

本人/本公司茲同意並願遵守前述遠期外匯交易約定書所載全部條款及條件。

I/We agree to and will comply with all the terms and conditions of the aforesaid Agreement For Forward Foreign Exchange Transaction.

本人/本公司茲確認已審閱並充分瞭解前述遠期外匯交易風險預告書之內容。

I/We acknowledge that I/We have reviewed the aforesaid RISK DISCLOSURE STATEMENT OF FORWARD FOREIGN EXCHANGE TRANSACTION and fully understand its contents.

立約人：

(簽章)

The Undersigned :

(Signature/Seal)

地 址：

Address :

日期：

Date :

主管	經辦	核章