

美商摩根大通銀行台北分行/國際金融業務分行 (OBU)

辦理人民幣業務之應注意事項暨風險預告書

Risk Disclosure Statement and Key Points for Renminbi Business of
JPMorgan Chase Bank, N.A., Taipei Branch/Offshore Banking Unit

J.P.Morgan

客戶名稱： Customer Name	
客戶編號： Customer Number (CAS ID)	
客戶類別： Customer Classification (如適用，請勾選 Please check one, if applicable)	☐ 外國機構投資人 Foreign Institutional Investor
國際金融業務分行 (OBU)客戶類別： OBU Customer Classification (請勾選 Please check one)	(1) ☐ 大陸台商 A company registered in Mainland Area whose parent company is from Taiwan Area and obtain approval/acknowledgement from the Investment Commission of MOEA
	(2) 大陸台商以外之大陸地區客戶或大陸地區客戶在第三地區設立之分支機構 ¹ A company registered in Mainland Area (other than item(1) above) or its branch /representative office/subsidiary ² in the third area ☐ 大陸地區 in Mainland Area ☐ 第三地區 in the third area
	(3) ☐ 其他客戶 Others (other than items (1) &(2))

由於目前人民幣業務仍須受大陸當地相關法規的限制，客戶進行人民幣交易可能面臨下列風險：

In consideration of the restrictions of local relevant laws and regulations issued by the Government of the People's Republic of China in Mainland Area ("PRC") governing Renminbi ("RMB") business, please note that the customers ("Customers") may face the following potential risks when entering into RMB transactions:

一、客戶應注意其原持有人民幣資產或負債可能因法令之變更，導致必須改以其他貨幣作為收、付的工具：

- I. The Customers are reminded that, due to the changes of applicable local laws and regulations, the RMB-denominated assets or debts held by the Customers would have to be paid or settled in another currency:
 - 1、客戶原持有之人民幣資產、負債或因交易而產生之給付義務均可能因法令之變更導致影響人民幣資金在市場的供需或交易之清算交割，雖美商摩根大通銀行台北分行/國際金融業務分行（以下簡稱「摩根大通」）業對原已受理之人民幣案件之後續作業，仍積極、盡力尋求其他解決管道及方式，但必要時有將依當時之市場匯率，改以其他幣別取代之可能性。
 1. Due to the changes of applicable laws and regulations, the RMB-denominated assets or debts held by the Customers or the payment obligations arising from relevant transactions would be affected by the supply and demand of RMB funds in the money market or the clearing and settlement of RMB in connection with relevant transactions. Although JPMorgan Chase Bank, N.A., Taipei Branch/Offshore Banking Unit ("JPMorgan") will act actively and use its best efforts to seek other approaches and solutions for the subsequent matters of any ongoing RMB transaction previously handled by JPMorgan, it is still possible that JPMorgan may need to use, if necessary, another currency to replace RMB in accordance with the then prevailing market exchange rate.

例如：2010年10月香港地區因跨境貿易結算量暴增，導致貿易結算兌換安排超過限額而暫停運作，大陸當地主管單位針對參加行之清算帳戶調整其部位最低或最高之限制，或要求參加行之清算帳戶應維持之最低保留金額，或調整清算帳戶之利率，均會影響銀行人民幣業務之操作，導致人民幣資金來源或去路之管道減少甚至中斷。For example, the settlement amount of the cross-border trades in Hong Kong soared significantly in October 2010, resulting in suspension of the arrangement in connection with the settlement and exchange of trade transactions because the amount of such transactions has exceeded the limit. The PRC's adjustment of the highest limit or the lowest limit of the positions in the

¹ 分支機構包括分公司、辦事處及持有已發行股份總數或資本總額超過百分之五十之子公司。

² Subsidiary shall mean a company more 50% of the total outstanding shares or of the total capital amount of which is held by a company registered in Mainland Area.

participating banks' clearing accounts, its request over the participating banks to maintain the minimum reserve amount in their clearing accounts, or its adjustment of the interest rates of the clearing accounts will have impact on the banks' operation in the RMB business and thus reduce or even suspend the inward or outward sources and channels of RMB funds.

- 2、授信戶辦理人民幣授信業務時，應考量貸款到期時本身人民幣資金之還款能力，若屆期無法以人民幣還款而須以其他外幣還款時，授信戶可能面臨匯兌風險。
2. When the Customers intend to enter into RMB credit facility transactions, they should consider their respective ability to repay the debts in RMB when the loan becomes due. If any of the Customers is unable to repay the debts in RMB when the loan becomes due and thus needs to repay the loan in another foreign currency, such Customer may be exposed to the exchange risk.
- 3、授信戶辦理人民幣授信業務，雖與摩根大通於消費借貸契約中約明借款金額或額度，惟囿於法令限制，致摩根大通未能撥款時，授信戶將受有資金短缺之風險；如改以其他外幣撥款，授信戶可能因匯率波動而衍生匯差風險。
3. When the Customers enter into RMB credit facility transactions with JPMorgan, although the amount of a loan or a credit line has been stipulated in the consumer loan agreement entered into with JPMorgan, the Customers may still have to bear the fund shortage risk if JPMorgan is unable to provide drawdown due to restrictions under applicable laws and regulations; if JPMorgan provides drawdown in another currency, the Customers may have to bear the exchange difference risk arising from the fluctuations of exchange rates.

二、客戶應充分瞭解人民幣進出大陸地區時將受到當地法令限制：

II. The Customers should fully understand that inward and outward remittances of RMB from or into the Mainland Area will be subject to the restrictions of applicable local laws and regulations:

- 1、辦理大陸地區人民幣匯出及匯入者，須符合大陸有關規定及要求。若不符合大陸當地所規定之身分資格者，其人民幣資金不得任意進出大陸地區。如未能符合大陸當地主管機關或銀行規定而遭退匯（包括但不限於大陸地區直接投資及跨境貿易等有關規定），客戶將負擔相關費用及承擔匯率損失風險，摩根大通無須因此負擔任何責任。倘若客戶將人民幣資金匯往大陸地區，但因前述原因，導致人民幣匯款不能送達時，摩根大通將協助辦理退匯，但其所需之郵電費及國外銀行收取之費用均由客戶負擔，且直接自匯款金額中扣除。大陸當地之法令，可能隨時變更。
1. Any person who intends to apply for RMB inward and outward remittances from or into the Mainland Area must comply with the relevant rules and requirements in the Mainland Area. If the qualification requirements stipulated by applicable local laws and regulations in the Mainland Area is not met, such person will not be allowed to remit RMB funds freely into or from the Mainland Area. If a remittance is returned for failing to comply with the rules prescribed by the regulatory authorities or banks in the Mainland Area (including but not limited to laws and regulations applicable to direct investment in the Mainland Area or cross-border trading), the Customers will be subject to relevant fees and charges and incur foreign exchange risks, and JPMorgan shall not be liable therefor in any way. If the Customers remit RMB funds into the Mainland Area but such remittance cannot be completed due to the aforementioned reason, JPMorgan will assist the Customers in the return of such remitted RMB funds, provided that the Customers will be responsible for the postal/cable charges and other fees or expenses charged by foreign banks, and such fees and expenses will be deducted directly from the remittance amount. Please also note that local laws and regulations in the Mainland Area could change at any time and from time to time.

例如 For example：

(1) 跨境貿易試點地區的企業（進口商）可透過人民幣進行進口付匯，試點地區之試點企業（出口商）可用人民幣進行出口收匯。

(1) The enterprises (importers) located in the cross-border trading pilot area may make payment in RMB for importation. The pilot enterprises (exporters) located in the pilot area may make payment in RMB for exportation.

(2) 不符合上述條件之大陸企業及個人不能任意辦理人民幣匯出及匯入，惟得經大陸外匯管理局核准後始得辦理。

(2) The enterprises registered in Mainland Area and Mainland Chinese individuals that do not meet the above qualifications will not be allowed to freely remit RMB funds into or from the Mainland Area, unless otherwise approved by State Administration of Foreign Exchange of the PRC.

(3) 另根據人民幣主管機關的規定，摩根大通（參加行）在辦理資金匯入或匯出大陸地區時，摩根大通可能須配合相關人民幣主管機關的監管要求，請客戶提示能證明跨境貿易交易之商業文件。但就查核大陸當地匯款人或收款人有否遵守大陸當地相關規則及規定，則由大陸當地監管當局和銀行負責審核。

(3) According to the relevant laws and regulations issued by RMB business regulators, when JPMorgan (as one of the participating banks) processes the remittance of RMB funds into or from the Mainland Area, JPMorgan may need to request for supporting documents from the Customers. As to review and check whether the fund remitter in the Mainland Area or the fund recipient has complied with applicable laws and regulations in the Mainland Area, the competent supervisory authorities and the banks in the Mainland Area will be responsible for such review.

- 2、授信戶辦理人民幣貸款如擬在大陸地區使用，客戶須先取得大陸當地主管機關批准相關人民幣資金得在大陸匯入

及匯出，並遵守大陸現行外債管理規定辦理外債登記，如因授信戶未依大陸相關法令辦理，以致已撥付之人民幣無法匯往大陸支應需求或遭退匯時，其所衍生之借款利息及相關費用均由授信戶自行負擔。

2. If the RMB loans that the Customers apply for are intended to be used in the Mainland Area, the Customers must obtain a prior approval from the PRC competent authority for the relevant inward and outward remittance of RMB funds into or from the Mainland Area and must complete the foreign debts registration in accordance with the current foreign debts administration regulations in the Mainland Area. If the RMB funds made available by JPMorgan in the drawdown can not be remitted into the Mainland Area as requested or are returned due to the Customers' failure to comply with applicable laws and regulations in the Mainland Area, the Customers shall be responsible for their own account the interests and relevant expenses incurred therefrom.

三、客戶應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險及評價損失：

- III. The Customers should fully understand that RMB may be affected by fluctuations of the exchange rates, resulting in the transaction risks and valuation losses:

鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，客戶從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致客戶之交易風險或評價損失。爰客戶於從事該筆交易前，應考量本身財務狀況及承受風險之能力，並充分瞭解該筆交易所涉財務、會計、稅制、法律及相關風險；客戶明瞭並願意自行承受因進行交易所可能衍生之交易風險及損失。

In consideration of the various factors that may have impacts on the markets, which will lead to the possible significant fluctuations in the exchange rates, when the Customers engage in a RMB-related transaction, the Customers may suffer transaction risks or valuation losses resulting from unstable market conditions or the occurrence of special events. Therefore, before engaging in such transaction, the Customers should consider their financial conditions and the ability to bear the risks and should fully understand the finance, accounting and tax issues and relevant laws and risks involved in such transaction. The Customers hereby acknowledge that they have understood and agree to bear the potential transaction risks and losses that may be incurred in connection with relevant transactions.

四、客戶應注意，摩根大通辦理人民幣業務得於款項中扣除作業上產生之費用或另行向客戶收取費用。客戶並應注意，台灣地區存款保險的保障範圍不包括國際金融業務分行(OBU)收受之存款(例如：人民幣存款)。

- IV. The Customers are reminded that JPMorgan may, in conducting the RMB business, deduct fees and costs accrued from the funds processed or may separately collect such fees and costs from the Customers. The Customers are reminded that deposits of OBU are not deposit-protected by Taiwan's deposit insurance scheme, (for example, RMB deposits).

五、客戶應注意摩根大通所提供之人民幣服務及產品，均須受摩根大通與清算銀行、結算銀行或代理人(不論其是否位於中華民國)間訂立之相關結算及交割契約所拘束，並受相關主管機關、政府機關、清算銀行、結算銀行或其代理人或保管機構所頒佈或實施之任何法律、規則、規章、政策、公告及作業規則之拘束(包括但不限於有關洗錢防制、美國財政部外國資產控制局禁止或限制之活動等)。客戶瞭解並同意倘大陸地區、香港地區當地監管當局或清算銀行、結算銀行等相關單位，要求摩根大通提供跨境貿易之相關交易證明文件或匯款資料時，摩根大通得逕予提供該等文件資料。

- V. The Customers are reminded that the RMB services and products provided by JPMorgan are subject to the relevant clearing and settlement agreements between JPMorgan and the clearing bank, settlement bank, or agent (regardless of whether any such clearing bank, settlement bank, or agent is located in the Republic of China) and are subject to any law, regulations, rules, policies, circulars, and directions issued or implemented by the relevant competent authorities, government agencies, clearing bank, settlement bank, or its agents or custodians (including but not limited to those related to anti-money laundering, and activities prohibited or restricted by the U.S. Treasury Department's Office of Foreign Assets Control). The Customers understand and agree that if relevant parties, such as the competent supervisory authorities in the Mainland Area or Hong Kong, the clearing bank, or the settlement bank, request JPMorgan to provide transaction documents or remittance information related to cross-border trading, JPMorgan may provide such documents and information to the relevant parties.

例如：客戶進行人民幣買賣交易，如違反「外匯收支或交易申報辦法」規定情節重大者，中央銀行得要求摩根大通沖正違規之交易，且不再受理客戶透過帳戶進行人民幣買賣交易。

For example: If the Customers commit in major violation of the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions in purchasing or selling RMB, the Central Bank may require JPMorgan to correct the transactions in violation and not to handle purchase and sale of RMB through accounts by such Customers.

六、客戶瞭解並同意，摩根大通所收受之特定轉帳指示可能直接或間接透過任何清算系統及/或清算所之設施執行，且該等指示之執行可能須依相關法律及摩根大通與相關結算機構、清算系統及清算所間之條款、契約、及其規定、程序、信函及限制，以及主管機關與結算機構間適用於摩根大通所提供任何清算系統或服務之任何其他安排(含其隨時之修訂)辦理。客戶同意依摩根大通認為適當且合理必要之措施辦理，俾使摩根大通能使用該等系統及符合該等規定。

VI. The Customer acknowledges and agrees that certain fund transfer instructions received by JPMorgan may be executed directly or indirectly through the facilities of any clearing system and/or clearing house and that the execution of such instructions may be subject to the applicable law and to the terms, policies, procedures, letters, and restrictions of, issued by, and agreements JPMorgan has entered into with, the relevant settlement institution, clearing system, and clearing house and any other arrangement between any regulator and settlement institution applicable to any clearing system or services provided by JPMorgan as modified from time to time. The Customer agrees to do such things as JPMorgan considers appropriate and as reasonably required to enable JPMorgan to utilize such systems and to comply with such requirements.

七、在不影響客戶與摩根大通間任何產品/服務相關文件條款之前提下，摩根大通對於因下列原因所直接或間接發生之任何種類或性質之任何請求、損失、損害、或費用（不論其發生方式為何）皆不負任何責任：(i) 結算機構、清算系統、清算所或相關主管機關（或其各別之代理人）之任何作為或不作為；(ii) 摩根大通因信賴任何清算系統、結算機構經營之信託帳戶計畫或其任何部分之管理、操作或使用人員而作為或不作為；(iii) 任何清算系統、結算機構經營之信託帳戶計畫、關聯清算設施、電腦系統、傳輸設施或其任何部分（或摩根大通得使用該等系統、計畫、設施時應依循之條款）之運作、更改、暫停或終止、中斷、故障、遲延、缺陷或瑕疵、提供前述系統、計畫、設施之遲延或失敗或其干擾及滅失（包括因任何機器或電腦故障所引起者）；(iv) 任何限制貨幣之兌換（包括禁止兌換任何限制貨幣之任何相關法律，或因任何限制貨幣市場狀況或市場關閉致摩根大通無法提供匯率報價）；(v) 任何海外通匯銀行拒絕受理任何付款或匯款指示；及(vi) 僅適用於金融機構客戶者，因（但不限於）第三人之詐欺行為、作業風險或錯誤、法律風險或在摩根大通控制範圍之外之其他風險致結算機構經營任何信託帳戶計畫自第三人收受之資金發生短缺之情形，但該等請求、損失、損害、或費用係因摩根大通之詐欺或故意行為所直接導致者，不在此限。

VII. Without prejudice to terms of any product/service related documents between the Customer and JPMorgan, JPMorgan shall not be liable in any way to the Customer for any claim, loss, damage or expense of any kind or nature whatsoever arising in whatever manner directly or indirectly as result of: (i) any act or omission by a settlement institution, a clearing system, a clearing house or the relevant regulator (or any of their agents, respectively); (ii) anything done or omitted to be done by JPMorgan in reliance upon any person in the management, operation or use of any clearing system, fiduciary account scheme operated by settlement institution or any part thereof; (iii) the operation, modification, suspension or termination of any clearing system, fiduciary account scheme operated by settlement institution, associated clearing facilities, computer system, transmission facilities or any part thereof (or the terms upon which any of the foregoing are made available to JPMorgan), any disruption, failure, delay, deficiency or defect therein, any delay in providing or failure to provide the foregoing or interruption or loss of the foregoing (including as a result of any machine or computer malfunction); (iv) the exchange of any restricted currency (including any applicable laws which prohibit the exchange of any restricted currency or JPMorgan's inability to quote the relevant exchange rate due to market condition or closure of the market for any restricted currency); (v) refusal by any overseas correspondent bank of any payment or remittance instruction; and (vi) in case of financial institution clients only, any shortfalls in funds of any fiduciary account scheme operated by settlement institution received from third parties due to, without limitation, fraud of third parties, operational risks or errors, legal risks and other risks outside the control of JPMorgan save to the extent that such claim, loss, damage or expense is directly caused by the fraud or willful misconduct on the part of JPMorgan.

八、在不限制客戶與摩根大通間任何產品/服務相關文件條款之前提下，客戶同意，於任何結算機構、清算或結算系統、清算所、相關主管機關或任何其他人士（或其各別之任何代理人）（合稱「主張權利人」）向摩根大通提出任何請求（包括主張請求損害賠償之權利）之範圍內，有關於摩根大通為客戶執行指示或客戶所執行指示，或關於客戶向主張權利人提出之任何請求之有關摩根大通的任何作為或不作為，客戶應補償摩根大通因此實際發生或蒙受之一切損失、責任、成本、請求、司法程序及費用。此補償責任於任何帳戶發生暫停或終止或客戶與摩根大通間任何產品/服務相關文件發生終止時，仍繼續有效。

VIII. Without limiting anything contained in any product/service related documents between the Customer and JPMorgan, the Customer agrees that to the extent that any claim, including the assertion of a right of indemnification, is brought by any settlement institution, clearing or settlement system, clearing house, the relevant regulator or any other person (or any of their agents, respectively) (collectively, "Claimants") against JPMorgan in relation to any act or omission of JPMorgan in relation to the execution of an instruction by or for the Customer or in relation to any claim that is brought by the Customer against a Claimant, the Customer shall indemnify JPMorgan against all actual losses, liabilities, costs, claims, proceedings and expenses incurred or suffered by JPMorgan as a result of any such claim. The indemnity herein shall survive the suspension or termination of any account or the termination of any product/service related documents between the Customer and JPMorgan.

九、客戶在進行人民幣交易前應確認，已充分瞭解上述有關人民幣業務之應注意事項及其潛在風險。

IX. The Customers should have fully understood the aforementioned key points and potential risks in connection with the RMB business before entering into RMB transactions.

十、本風險預告書係以中文作成。英文翻譯只作參考用途，並不具法律效力。若中英文有任何不一致之處，悉以中文為準。

X. This Risk Disclosure Statement is made in Chinese. The English translation is for reference only and does not have legal effect. If there is any inconsistency between the Chinese language and English language, the Chinese language shall prevail.

立書人已詳閱並接受本風險預告書之全部內容（含其應注意事項），並經貴行人員詳細解說，爰已充分瞭解

人民幣業務之應注意事項及其潛在風險，並願自行負擔因辦理人民幣相關交易所可能衍生之損失及費用。

The Undersigned hereby acknowledges that it has carefully read all contents in this Risk Disclosure Statement (including the key points herein), and that JPMorgan's representative has explained the contents hereof; hence, the Undersigned has fully understood the key points and the inherent risks in connection with the RMB business. The Undersigned further agrees to bear for its own account the possible losses and costs arising from the relevant transactions in connection with the RMB business.

此致 To:

美商摩根大通銀行台北分行/國際金融業務分行
JPMorgan Chase Bank, N.A., Taipei Branch/Offshore Banking Unit

客戶簽署 For and on behalf of the Customer :

Signature of Authorized Person 授權簽字人

Signature of Authorized Person (as applicable) 授權簽字人

Name:

姓名

Title:

職稱

Date:

日期

Name:

姓名

Title:

職稱

Date:

日期
