

信託業於 OBU、OSU 受託投資未經審查非私募境外基金銷售契約參考範本  
Template Sales Agreement for Investment in Unregistered Offshore Funds  
other than Private Placement through OBU/OSU of Trust Enterprises

(本契約範本僅供參考，內容得依不同交易類型及需求之具體情況，按個案調整。)

(The template is for reference only. The contents herein may be adjusted according to concrete scenarios of different types and needs of various transactions on a case-by-case basis.)

緣境外基金機構(下稱「境外機構」)與銷售機構同意經由銷售機構之[國際金融業務分行/國際證券業務分公司]之信託帳戶，投資境外機構發行之本基金單位(或股份)，爰簽訂本契約。

Whereas the Offshore Institution and Sales Agent agree to enter into the Agreement under which the Sales Agent may invest in the units (or shares) of the Funds issued by the Offshore Institution for investors through trust accounts of [offshore banking unit/offshore securities unit] of the Sales Agent.

本銷售契約(下稱「本契約」)係由下列當事人簽署，並即日生效：

This Agreement ("Agreement") was executed by and between the following parties with immediate effect:

- 一、[境外機構名稱]，係依[所在地]法律設立之有限責任公司，主事務所位於[地址]；及 [Name of Offshore Institution], a limited liability company incorporated under the laws of [place], with its principal place of business at [address]; and
- 二、[銷售機構名稱]，登記地址位於臺灣[地址]，係依中華民國法律設立之[銀行/證券商]，經許可設立[國際金融業務分行/國際證券業務分公司]。  
[Name of Sales Agent], (Company registration number: [number]) with its registered office in Taiwan at [address] ("Sales Agent"), is a [bank/securities firm] established pursuant to the laws of the Republic of China and approved to set up the [offshore banking unit/offshore securities unit].

(境外機構及銷售機構於本契約中分別稱「一方(或他方)當事人」或合稱「雙方當事人」)

(Each of the Offshore Institution and Sales Agent is a "Party (or Other Party)" and are collectively referred to herein as the "Parties".)

第一條 (定義)  
(Definitions)

除本契約另有約定外，下述名詞定義如下：

Unless otherwise provided herein, the terms below shall be defined as follows:

- 一、「**相關法令**」：係指一方當事人履行其本契約下之義務時，所必須遵守之當地法律、規則及命令；  
"Applicable Laws": means local laws, regulations and rules that must be followed by the Party when performing its obligations under the Agreement;
- 二、「**營業日**」：係指[境外機構所在地]及中華民國之[銀行/證券商]，均為營業之日；  
"Business Day": means any day on which [banks/securities firms] are open for business in [place of the Offshore Institution] and the R.O.C.;
- 三、「**銷售**」：係指透過銷售機構，依據本契約條款對於本基金單位(或股份)之促銷、行銷或銷售；  
"Distribution": means the promotion, marketing or sales of, the units (or shares) of the Fund through the Sales Agent on the terms of this Agreement;

- 四、「**本基金**」：係指如附件 1 所示之基金及/或子基金；  
"Fund": means funds and/or sub-funds as listed in Schedule 1;
- 五、「**基金文件**」：係指本基金公開說明書、簡式公開說明書、章程、重要資訊文件、募集通知書、資訊備忘錄及其他關於本基金股份促銷、行銷、要約及/或申購之文件；  
"Fund Document": means the Fund's prospectus, simplified prospectus, articles of association, key information documents (KIID), offering circular, information memorandum or other document relating to the promotion, marketing, offer and/or subscription of Shares in the Fund(s);
- 六、「**本服務**」：係指透過銷售機構業務分公司，依據相關法令，銷售本基金及提供相關服務之行為；及  
"Services": means the Distribution of the Fund(s) and the provision of the Services through the Sales Agent in accordance with the Applicable Laws; and
- 七、「**投資人**」：係指與銷售機構簽訂金錢信託投資契約投資於本基金，且符合國際金融業務條例及相關法令之客戶。  
"Investors": means the clients who meet Offshore Banking Act and related laws and requirements and executed the monetary trust investment agreement with the Sales Agent to invest in the Fund.

第二條 (投資範圍)  
(Investment Scope)

除經主管機關核准或相關法令另有規定外，本基金須符合下列條件：  
Unless otherwise approved by a competent authority or permitted under the Applicable Laws, the Fund(s) shall meet the following requirements:

- 一、計價幣別不得為新臺幣；  
There shall be no denomination in New Taiwan Dollars ("NTD");
- 二、連結標的不得為新臺幣匯率、新臺幣利率指標、或新臺幣計價商品；及  
The underlying objects shall not be NTD exchange rate, NTD interest rate index, or NTD denominated products; and
- 三、投資於中華民國證券市場之比率不得超過相關法律之限制。  
No investment of more than the limitation required by the Applicable Laws in the Taiwan securities market.

第三條 (雙方之權利、義務及責任)  
(Rights, Obligations and Liabilities of Parties)

- 一、雙方當事人應以善良管理人注意義務，履行其於本契約下之義務，並投入為使其適當且有效履行該義務所需之時間、人員與設備。  
The Parties shall undertake its obligations under this Agreement with due care of a good and prudent administrator, and devote such time and have all necessary competent personnel and equipment as may be required to enable it to carry out such obligations properly and efficiently.
- 二、除非事先取得他方當事人之書面同意，任何一方當事人不得代他方當事人為任何聲明或保證，或為任何對他方當事人具有法律拘束力之意思表示。  
Unless otherwise consent by the Other Party in writing in advance, no Party may make any representation or warranty on behalf of the Other Party or make any expression with legal binding effect on the Other Party.

三、依本契約進行之銷售，應遵守相關法令及基金文件，且不得將本基金單位（或股份）銷售予任何不得投資於本基金之投資人。

The Distribution under the Agreement shall be subject to the Applicable Laws and Fund Documents and no the units (or shares) of the Funds can be Distributed to any Investors who may not invest in the Fund.

四、任何一方當事人知悉或懷疑其違反或可能違反相關法令或本契約條款時，該一方當事人應立即採取所有適當的措施，更正該違法情形，且完全遵循該相關法令及本契約。

Either Party becomes aware or suspects that it is or may be in violation of the Applicable Laws or the terms of this Agreement, the Party shall immediately take all appropriate steps to correct such violation and comply with the Applicable Laws and terms herein in all respects.

五、雙方當事人應依據相關法令及其適用之企業政策，建立並保存所有與銷售有關之適當紀錄(特別但不限於會計記錄)。

The Parties shall establish and maintain all proper records in connection with the Distribution (particularly, but without limitation, accounting records) required by the Applicable Law or any applicable corporate policy.

#### 第四條 (銷售機構提供服務之方式及範圍) (Method and Scope of Services Provided by Sales Agent)

銷售機構同意辦理下列事項：

The Sales Agent agrees to be responsible for the following:

- (一) 交付境外機構所提供之基金文件及其他相關資訊予投資人；  
Deliver the Fund Documents and other information of the Funds provided by the Offshore Institution to the Investors;
- (二) 依據附件2之約定，辦理有關本基金之交易。  
Handle the transaction of the Funds according to Schedule 2;
- (三) 協助境外機構及/或投資人紛爭處理，辦理投資人權益保護事宜，及相關通知事宜；  
Assist the Offshore Institution and/or Investors in handling dispute resolution, Investors rights protection and relevant notifications;
- (四) 除相關法令或本契約另有約定外，銷售機構不得就本基金之性質、規定或績效，為基金文件、已公開資訊或境外機構許可以外之陳述，亦不得就境外機構或本基金之相關資訊為誤導、錯誤、欺騙或隱瞞重大事實之陳述或臆測；  
Unless otherwise provided by the Applicable Law or herein, the Sales Agent may not make any statements on the nature, terms or performance of the Funds beyond the scope contained in the Fund Document, information already disclosed to the public, or those permitted by the Offshore Institution, nor make statements or assumptions that are misleading, false, deceptive or conceal material facts in respect of the Offshore Institution or the Funds;
- (五) 銷售機構應於本契約或基金文件約定之下單截止時間前，將接獲之全部交易指示，依約定傳輸給境外機構或其指定之機構。除本契約或基金文件另有約定外，只有境外機構或其指定之機構於下單截止時間以前收到之交易指示，得依該交易日之淨值計算交易價格；  
The Sales Agent shall forward all trading instructions received to the Offshore Institution or its designated entity before the cut-off time stipulated herein or the Fund Documents. Unless otherwise provided herein or the Fund Documents, only the trading instructions received by the Offshore Institution or its designated entity prior

to the cut-off time may apply the net value of the trading day as trading price;

- (六) 確實辦理瞭解您的客戶，充分知悉並評估投資人之投資知識、投資經驗、財務狀況及其承受投資風險程度；  
Conduct Know-Your-Clients procedure and to be fully aware of and evaluate Investors' investment knowledge, investment experience, financial status and risk tolerance;
- (七) 依相關法令申報、申請核准、公告及傳輸本基金之相關資訊；  
Report, apply for approval for, announce, or transmit information in connection with the Funds in accordance with the Applicable Laws;
- (八) 告知境外機構其認為可能導致境外機構違反相關法令的相關事件；且  
Advise the Offshore Institution concerning relevant events which the Sales Agent believes would cause Offshore Institution to be in breach of the Applicable Laws;  
and
- (九) 其他依相關法令或當事人約定應辦理之事項。  
Any other matters as required by the Applicable Laws or agreed upon by the Parties.

#### 第五條

#### **(境外機構提供服務之方式及範圍) (Method and Scope of Services Provided by Offshore Institution)**

境外機構同意辦理下列事項：

The Offshore Institution agrees to be responsible for the following:

- (一) 依據附件2之約定，辦理有關本基金之交易。  
Handle the transaction of the Funds according to Annex 2;
- (二) 提供基金文件及經會計師查核簽證之基金及境外機構年報予銷售機構，所提供之資訊，應以書面、電子傳輸或其他雙方當事人約定之方式，交付銷售機構。  
Provide the Fund Documents, and audited annual reports of the Funds and the Offshore Institution with the Sales Agent. The provided documents shall be delivered to Sales Agent by physical delivery, electronic transmission or any other methods as agreed upon by both Parties;
- (三) 依相關法令申報、申請核准、公告及傳輸本基金之相關資訊；  
Report, apply for approval for, announce, or transmit information in connection with the Funds in accordance with the Applicable Laws;
- (四) 協助銷售機構回答投資人有關本基金之諮詢；  
Assist the Sales Agent in responding to the Investors' inquiries concerning the Funds;
- (五) 為保障銷售機構權益，銷售機構要求境外機構提供任何協助時，境外機構應在其相關法令許可之範圍內協助銷售機構辦理之。  
Provide the assistance with the Sales Agent, to the extent permitted by the Applicable Laws of the Offshore Institution, upon the request of the Sales Agent for any assistance in order to protect the rights and benefits of the Sales Agent.
- (六) 境外機構或本基金有對其財務、業務、管理、營業場所或其他足致影響銷售機構或投資人對本基金權益之重大改變，境外機構應於知悉時立即通知銷售機構。重大事項包括但不限於下列事項：  
Should there be any significant changes to the Offshore Institution's or the Funds' finances, business, management, business premises, or other changes that may affect the rights or benefits of the Sales Agent or Investors in the Funds the Offshore Institution must promptly notify the Sales Agent of the same upon its awareness of

the event. Significant changes refer to the following matters including but not limited to:

1. 交易日、計價日及單位數計算定義之修改；  
Change of the definition on Dealing Date, valuation date and calculation of units or share numbers;
2. 基金經理人之更動；  
Change of fund manager;
3. 投資策略之改變；  
Change in investment policies;
4. 管理機構或保管機構之變更；  
Change of management company or custodian;
5. 本基金之移轉、清算、合併、解散、適用法令變更或其他影響銷售機構或投資人權益之事項；  
Transfer, liquidation, merger, dissolution, changes to Applicable Laws of the Funds or other events that will affect the rights or interests of Sales Agent or Investors;
6. 調增境外機構或保管機構之報酬、相關費用、計價方式等影響銷售機構及投資人權益之事項；  
Increase of the Offshore Institution's or custodian's remuneration, change in valuation method or other events that will affect the rights or interests of the Sales Agent or Investors; and
7. 本基金有召開受益人會議或股東會及其他有關投資人權利行使之重大事項；及  
There are holding of beneficiary meetings or shareholder meetings or other material events related to exercise of Investors rights; and
8. 其他重大影響投資人權益之事項。  
Any other events materially affecting investors' rights or interests.

惟如改變係因偶發事件或事後境外機構始得知悉者，境外機構亦應協助銷售機構妥善處理，適時通知，且提供銷售機構相關資料及處理程序之合理說明；  
If such change is occasional or unforeseeable to the Offshore Institution, the Offshore Institution must assist the Sales Agent to handle relevant matters carefully, inform the Sales Agent in due course and provide it with relevant information and reasonable explanation of the handling process.

- (七) 其他依相關法令或當事人約定應辦理之事項。  
Any other matters as required by the Applicable Laws or agreed upon by the Parties.

第六條 **(聲明及保證)**  
**(Representations and Warranties)**

- 一、銷售機構聲明及保證如下：

Sales Agent represents and warrants below:

- (一) 銷售機構係經中華民國金融監督管理委員會核准取得執照，得履行本契約之義務，並依據相關法令銷售本基金。  
Sales Agent is licensed by the Financial Supervisory Commission of the R.O.C.

to perform its obligations under this Agreement and may Distribute the Funds according to the Applicable Laws.

- (二) 其已遵守並將持續遵守與本契約及銷售本基金之相關法令；  
It has been in compliance with, and will continue to comply with the Applicable Laws in relation to this Agreement and Distribution of the Funds;
- (三) 其已取得必要之授權得執行本契約活動，且將持續獲得該授權；及  
Sales Agent has obtained necessary authorization to carry on the activities contemplated under this Agreement and will continue to maintain necessary authorization; and
- (四) 其已依中華民國相關法令，建立為銷售本基金適當之內部控制制度（內容包括但不限於洗錢防制相關事宜）。  
It has established an appropriate internal control system for Distribution of the Funds (the content of which includes but not limited to anti-money laundering related matters) according to the Applicable Laws.

二、境外機構聲明及保證如下：

The Offshore Institution 's represents and warrants below:

- (一) 其簽署本契約及履行其於本契約下之義務，依其設立地及營業地之法律均屬合法，並將持續遵守該等法令之規定；及  
Its execution of this Agreement and performance of its obligations herein are lawful under the laws of the jurisdiction(s) of its incorporation and business operation, and it will continue to be in compliance with the same;
- (二) 有關本契約之簽署、交付及義務履行無需取得任何政府或主管機關、交易市場及證券交易所之許可、同意、核准、授權、聲明或進行申請，但已取得者除外。  
No permit, consent, approval or authorisation of, or declaration to, or filing with, any governmental or regulatory authority, regulated trading market, or stock exchange (other than those that have already been obtained) is required in connection with the execution, delivery and performance of its obligations under this Agreement.
- (三) 其經合法授權有權簽署本契約，履行其義務，包括但不限於提供本服務或依本契約約定從事有關銷售之活動；  
The execution of this Agreement and the performance of its obligations, including but not limited the provision of the Services or undertaking any other activities in connection with the Distribution as contemplated by this Agreement, are duly authorized;
- (四) 其向銷售機構提供之所有基金文件中列載之有關本基金之所有資料、聲明、陳述、保證、圖表、數字、事宜和材料，在形式上和內容上均為真實、準確、正確以及沒有誤導性，以及已遵守相關法律。  
The format and contents of any information, declaration, statement, guarantee, diagram, figure, matter and material in relation to the Fund and described in the Fund Documents provided to Sales Agent by the Offshore Institution are true, precise, correct and without misleading and comply with the Applicable Law.

第七條

(交易、交割作業)

**(Implement of Transaction and Settlement)**

銷售機構係透過[國際金融業務分行/國際證券業務分公司]信託帳戶為投資人受託投資於本基金，銷售機構於申購本基金之單位（或股份）時起，為該等單位（或股份）之法律上所有權人，該等單位（或股份）於基金之單位（或股份）登記簿中應登記於

銷售機構名下。

The Sales Agent invests in the Funds through trust accounts of [offshore banking unit/offshore securities unit] for investors. Since the Sales Agent subscribes the units (or shares) of the Funds, it is registered as a legally owner of such units (or shares). Such units (or shares) shall be registered under the name of the Sales Agent on the roster of the units (or shares) of the Fund.

雙方當事人應依據附件2之約定，執行本基金交易及交割作業，及製作、交付及保存完整且正確之交易紀錄。

The Parties shall execute the transaction and settlement of the Funds, and produce, deliver and maintain complete and accurate transaction records in accordance with the terms of dealing set out in Schedule 2.

第八條 **(稅及費用)**  
**(Taxes and Expenses)**

除本契約或附件 3 另有約定外，各當事人應自行負擔本契約下之所有相關稅賦，及為履行本契約之義務或執行交易所生之各項費用。

Unless otherwise provided herein or in the Schedule 3, each Party shall be responsible for applicable taxes and all the costs and expenses arising from performance of its respective obligations and execution of transaction under this Agreement.

第九條 **(報酬及相關利益)**  
**(Remunerations and relevant benefits)**

一、銷售機構得依附件 4 之約定自境外機構取得相關報酬及相關利益(包括但不限於申購手續費、經理費、銷售獎勵金、贊助或提供產品說明會及員工教育訓練、經銷費、其他行銷贊助等)。

The Sales Agent may receive relevant remunerations and relevant benefits (including but not limited to subscription fees, management fees, sales incentives, sponsorship, provision or sponsorship of product road shows and employee training, marketing fees and any other marketing sponsorships) from the Offshore Institution in accordance with the terms set out in Schedule 4.

二、銷售機構自境外機構取得之相關報酬及相關利益之書面通知，得由銷售機構書面回覆確認後辦理之，該書面通知視為本契約之一部分，與本契約具相同之法律效力。

Any written notification in relation to remuneration or other benefits received from the Offshore Institution by the Sales Agent may be followed upon receipt of written response for confirmation from the Sales Agent. The written notification will be deemed as a part of this Agreement with the same effect.

第十條 **(資訊協助)**  
**(Information Assistance)**

若一方當事人事先於 7 個營業日前，以書面要求並指明特定範圍，他方當事人在不違反相關法令之範圍內，應協助提供與本契約履行相關之資訊。

Upon advance written request of one Party with identified scope by seven (7) business days, the Other Party shall, to the extent permitted by the Applicable Laws, assist to provide relevant information in relation to performance of this Agreement with such Party.

第十一條 **(通知)**  
**(Notifications)**

一、除本契約另有約定外，本契約項下之通知得以親自遞送、郵遞、電子媒體、傳真

或其他當事人約定之方式為之。但所為通知之事項或內容若有涉及任一方當事人之權益時，應以掛號郵寄或依當事人約定之方式為之。如以傳真或電子郵件方式通知時，以發出且收到傳真機通訊紀錄或電子訊息回覆紀錄，並以電話確認時，視為已送達。

Unless otherwise provided herein, notices herein may be delivered in person, by mail, through electronic medium, facsimile or any other methods as agreed upon by the Parties. However, if the notified items or content of the notice concerns the rights and/or interests of any Party, it shall be delivered by registered mail or by the method agreed upon by both Parties. A notice, if sent by facsimile transmission, or sent by e-mail transmission, shall be deemed to be served on the day when it was sent and the sender of the message has received the telephone confirmation from the recipient.

- 二、 當事人指定之聯絡人及通知送達地包括地址、電話、傳真及電子郵件地址詳如下載：

The Parties' contact persons and places for delivery including address, telephone, facsimile and e-mail address are as follows :

境外機構 Offshore Institution :

地址 Address :

電話 Telephone No :

傳真 Fax No :

電郵 E-mail :

收件人 Attention :

銷售機構 Sales Agent :

地址 Address :

電話 Telephone No :

傳真 Fax No :

電郵 E-mail :

收件人 Attention :

- 三、 在本契約期間，任一方當事人就本契約中或依照本契約所提供或所為之資訊、聲明、保證或承諾，有不正確或變更時，應立即以書面或其他雙方約定之方式通知他方當事人。

Each Party agrees to notify the other in writing or by any other methods agreed by both Parties immediately, if at any time during the term of this Agreement, any of the information, representations, warranties and undertakings provided or made by it in or according to this Agreement becomes inaccurate or untrue or is changed.

第十二條 **(責任與賠償)**  
**(Liability and Indemnification)**

任一方對於其本契約義務之履行或不履行所發生之過失、詐欺、惡意或故意違約，致他方遭受任何損失、損害、費用、責任、成本或請求時，違約之一方應向他方負損害賠償責任。

Either Party shall be liable to the Other party for any loss, damages, expenses, liabilities, costs or claims resulting from its negligence, fraud, bad faith or willful default in the performance or non-performance of obligations herein.

第十三條 **(免責條款)**  
**(Discharge of Obligations)**

- 一、 損失/損害之發生，係因戰爭、天災或其他不可抗力之事由所致時，一方當事人應將損害發生之原因及事實告知他方，並盡善良管理人之注意義務，將損害降

至最低。

If any loss or damage occurs as a result of war, natural disaster, or other events of force majeure, either Party shall notify the other of the cause and facts of such damage and exercise the due care of a good administrator to minimize the damage.

二、當事人間之義務係分別的，任一方當事人無須承擔可歸責於他方行為或疏漏所造成之任何損失。

The obligations of the Parties are several and no Party shall be liable for any damage attributable to the acts or omissions of another Party.

第十四條 **(保密及資料保護)**  
**(Confidentiality and Data Protection)**

除任何主管機關或管轄法院強制或要求、相關法令規定或本契約特別允許外，不論本契約終止前或終止後，本契約任何一方當事人均不得向未經他方當事人同意之任何人，揭露該方當事人於本契約期間持有之任何關於本基金或他方當事人(包括其董事、員工、經理人、代理人或關係企業)之組織、財務、業務、交易或事務之非公開資訊，包括但不限於本契約條款，且該方應盡最大努力防止前述揭露情事發生。

Neither Parties shall, unless compelled or requested to do so by any authority or court of competent jurisdiction, required by Applicable Laws or as otherwise permitted herein, either before or after the termination of this Agreement, disclose to any person not agreed to by the Other Party any non-public information relating to the organization, finances, business, transactions or affairs of the Funds or the Other Parties (including any of its directors, employees, officers, agents or Affiliates), including but not limited to the terms herein of which the disclosing Party shall come into possession during the term of this Agreement and each Party shall use its best endeavours to prevent any such disclosure as aforesaid.

第十五條 **(洗錢防制)**  
**(Anti-Monetary laundering)**

銷售機構應依相關法令、其內部控制制度及附件 5 之約定，執行洗錢防制相關事宜(包括但不限於恐怖行動之防止及偵測)。銷售機構確認當其銷售本基金時，將依照相關法令(1)採取必要步驟，以識別投資人之身分，並落實充分瞭解客戶等程序；(2)取得並保存驗證程序之證明文件；(3)於主管機關要求或法院命令時，於規定之時間內備妥文件供該主管機關或法院檢閱；以及(4)確保其涉及本基金銷售業務之經理人、員工、受任人和代理人接受充分訓練與教育，以確實落實上述程序。

The Sales Agent shall act in accordance with Applicable Laws, its internal control system, and Schedule 5 in handling anti-money laundering related matters (including but not limited to prevention and detection of terrorism activities). The Sales Agent confirms that, during the course of Distributing the Funds, it will according to Applicable Laws (1) take the necessary steps to establish the identity of the investors, and implement the Know Your Customer procedures; (2) obtain and retain documentary evidence of this verification procedure; (3) make the documentation available to the competent authorities or courts of relevant jurisdiction within the time limit as provided by regulations, if so requested or ordered by the competent authorities or courts of relevant jurisdiction; and (4) ensure that all its officers, employees, delegates and agents involved in the distribution of the the Funds are adequately trained and educated to ensure the above-mentioned procedures.

第十六條 **(契約生效及存續期間)**  
**(Effectiveness and Duration)**

本契約自簽約日起生效，非經終止，本契約將持續具其效力。

This Agreement shall take effect from the execution date and will remain effective unless it

is otherwise terminated.

第十七條 **(契約變更、終止及讓與)**  
**(Amendment, termination and transfer)**

- 一、本契約如有修正必要，應經雙方當事人書面同意後修正之。  
Any amendments to this Agreement must be agreed to in writing by both Parties.
- 二、本契約當事人於下列情況時，得終止本契約。  
The Parties may, subject to the following requirements, terminate this Agreement.
  - (一) 一方當事人於六個月前以書面通知他方當事人；  
by one Party giving the other not less than six (6) months written notice to the Other Party;
  - (二) 如一方當事人重大違反本契約之義務（包括違反聲明與保證）或違反相關法律，或不再符合履行本契約能力，而無法於被通知後 30 個營業日內補正，他方當事人立即以書面通知該當事人；  
at any time, by immediate written notice to the one Party if that the Party commits any material breach of its obligations herein (including breaches of representations and warranties) or Applicable Laws, or ceases to be qualified to act in the capacity contemplated under this Agreement, and fails to remedy such breach within thirty (30) Business Days after being notified to do so;
  - (三) 如一方當事人進行清算或無法支付其負債，或進入破產程序，或其任何資產被接管，或其他具有相當效果之事件發生，他方當事人得立即以書面通知該當事人；或  
at any time, by immediate written notice if the one Party goes into liquidation or is unable to pay its debts or enter into any bankruptcy procedures, or any of its assets are under receivership, or if some other events having an equivalent effect occurs; or
  - (四) 一方當事人由於事實或法律上之理由無法辦理本基金之銷售時，由他方當事人立即以書面通知該當事人。  
at any time when a Party is unable to Distribute the Funds for factual or legal reasons, by immediate written notice of the Other Party to such Party.
- 三、前項之終止方無需支付違約金或補償，本契約之終止，不影響當事人於本契約終止前已生之權利或義務。契約終止後，於轉由其他銷售機構辦理或接手前(視情況而定)，雙方當事人皆應協助投資人辦理後續之買回、轉換或其他相關事宜。  
The Party terminating the Agreement as mentioned in the above paragraph is not required to pay any penalty or indemnity. The termination of this Agreement will not affect rights or obligations of the Parties duly occurred prior to the termination. After the termination of this Agreement and before the business is transferred to or taken over by another sales agent, as applicable, the Parties shall assist the investors in subsequent redemption, transfer or other related matters.
- 四、除相關法令許可外，非經他方事前書面同意，任何一方不得將其依本契約取得之權利或義務之全部或一部，讓與其他第三人辦理。  
Unless otherwise permitted by the Applicable Laws, neither Party may assign its rights or obligations in whole or in part herein to a third party without the Other Party's written consent.

第十八條 **(準據法)**  
**(Governing Law and Jurisdiction)**

本契約以中華民國法律為準據法。凡因本契約相關或引起之任何糾紛、爭議或歧見，應提請中華民國仲裁協會依該協會仲裁規則，以仲裁方式解決。如有提起撤銷仲裁判斷之訴之需要，當事人同意以中華民國臺灣臺北地方法院為第一審管轄法院。

This Agreement shall be governed by the R.O.C. Law. All disputes, controversies, or differences arising out of or connecting with this Agreement shall be settled by arbitration referred to the Arbitration Association of the Republic of China in accordance with the Arbitration Rules of Chinese Arbitration Association, Taipei. If there is a need to file a suit to revoke the arbitration decision, it shall be brought before the Taipei District Court as the court of first instance.

第二十條 (其他)  
(Miscellaneous)

一、境外機構得依基金文件，拒絕接受其認為可能有害本基金之交易活動（包括但不限於短線交易及擇時交易）。銷售機構同意在不違反相關法令之前提下，協助境外機構辨認及拒絕構成前述相關交易活動之申購交易指示，並建立相關流程、偵測及控制程序。

The Offshore Institution may, in accordance with Fund Documents, refuse to perform the trading activities which it deems potentially harmful to the Funds (including, without limitation, short-term trading or market timing trading). To the extent permitted by the Applicable Laws, the Sales Agent agrees to assist the Offshore Institution in identifying and refusing subscriptions which would constitute the aforesaid trading activities and establish relevant procedures, monitoring systems and controls.

二、除相關法令或本契約另有約定外，任何一方當事人及其任何經理人、董事、員工、受任人或代理人，無論何時均不具另一方當事人之代理人或員工身分。任何一方當事人也不得為另一方當事人代為任何聲明或保證或給予任何承諾。

Unless otherwise provided by the Applicable Laws or herein, either Party nor any of its officers, directors, employees, delegates or agents is or will at any time be, nor hold themselves out as the agent or employee of the Other Party. Either Party shall not make any representation or warranty or give any undertaking on behalf of the Other Party.

三、銷售機構同意且承諾其將提供境外機構及/或其指定之機構要求之資訊、文件及證明，使境外機構及本基金得遵守相關法令之規定。

The Sales Agent agrees and acknowledges that it shall provide the Offshore Institution and/or any entity designated by the Offshore Institution with such information, documentation and certifications as shall be required to enable the Offshore Institution and the Funds to comply with the provisions of Applicable Laws.

四、一方當事人未要求嚴格遵循本契約或其條款約定，或未對他方當事人就本契約約定之作為或不作為提出異議者，不應被視為該當事人放棄其於本契約下之任何權利。

The failure of a Party to insist on strict compliance with this Agreement or with any of its terms or provisions, or a failure to object to any act or omission of the Other Party under this Agreement, will not be considered a waiver by that Party of any of its rights under this Agreement.

五、本契約以中文版及英文版作成壹式貳份，由當事人各執壹份。如中文版與英文版有歧異，以[中文版/英文版]為準。

This Agreement is executed in two counterparts in Chinese and English version, with each party holding one counterpart. Where there is any discrepancy between the Chinese and English versions, the [Chinese/English] version shall prevail.

本契約係由當事人於\_\_\_\_年\_\_\_\_月\_\_\_\_日簽署。

IN WITNESS WHEREOF, the Parties have executed this Agreement on the \_\_th day of \_\_\_\_\_, 201\_\_.

境外機構  
Offshore Institution

銷售機構  
Sales Agent

\_\_\_\_\_

\_\_\_\_\_

姓名：  
Name:  
職稱：  
Title:

姓名：  
Name:  
職稱：  
Title:

- 附件 1 基金列表 Schedule 1: The Funds
- 附件 2 交易、交割作業之執行 Schedule 2: Implement of transaction and settlement
- 附件 3 費用分攤 Schedule 3: Sharing of Fees
- 附件 4 報酬及相關利益 Schedule 4: Remunerations and relevant benefits
- 附件 5 洗錢防制 Schedule 5: AML

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**附件 1 基金列表**  
**Schedule 1 The Funds**

**附件2 交易、交割作業之執行**  
**Schedule 2 Implement of Transaction and Settlement**

(本附件謹供參考，交易條件應由雙方自行議定之)

(The schedule is for reference only and all the trading terms and conditions shall be agreed upon by both parties.)

境外機構及銷售機構應依下列交易條件辦理本基金之申購、買回及轉換等之交易、交割作業相關事宜：

The Offshore Institution and the Sales Agent shall handle the subscription, redemption and conversion of the Funds related business according to the following trading terms and conditions.

- 一、 銷售機構應將本基金之申購、買回或轉換等交易指示，逕送境外機構或其指定之機構。

The Sales Agent shall send trading instructions for the subscriptions, redemptions and conversions of the Funds to the Offshore Institution or its designated entity.

- 二、 境外機構應按時將申購、買回、轉換、收益分配等之交割確認文件及每月對帳單送達銷售機構，並應經境外機構有權簽章人員之簽字。(若電腦自動產生報表，其效力視同業經簽字文件)

The Offshore Institution shall send sales confirmation documents for subscription, redemption, conversion and dividend together with monthly statement to the Sales Agent, and such documents shall be duly signed by the authorized personnel of the Offshore Institution. (All reporting documents automatically generated by computer shall be effective as being duly signed).

- 三、 若境外機構或銷售機構變更受款銀行帳戶相關資料時，境外機構或銷售機構(依所適用之當事人)應給予對方 個營業日前(或依雙方議定時間)書面通知，並提供對方要求之相關證明文件。若境外機構變更受款銀行帳戶相關資料，亦應要求受款銀行或保管銀行確認此等變更。

If the Offshore Institution or the Sales Agent changes relevant details of receiving bank account, the Offshore Institution or the Sales Agent, as applicable, shall send to the other party a prior written notice of [ ] business days (or such other time agreed upon by the parties) and provide relevant proof documents upon the other Party's request. Where the Offshore Institution changes the relevant details of receiving bank account, a confirmation of such change shall also be provided by the receiving bank or custodian bank.

- 四、 境外機構應於銷售機構交易後，就銷售機構截至每月底為止所持有之基金單位數(或股份)，將本基金受益憑證交付銷售機構，並得依第五點約定辦理。

The Offshore Institution shall deliver certificates of the Fund to the Sales Agent for the units (or shares) held by the Sales Agent as of the end of each month after the transaction and may

act according to Paragraph 5.

- 五、 前點之受益憑證得由境外機構委託第三人免費代為保管，或以銷售機構之名義透過「帳面記載」方式登載，惟應於次月 日前由境外機構之有權簽章人員所簽具確認銷售機構截至每月底為止所持有本基金單位數或股份之書面報表交付銷售機構，該書面報表為銷售機構持有本基金單位數（或股份）之權益證明文件（若為電腦自動產生之文件，其效力視同業經簽字文件）。境外機構並應督促受益憑證保管機構或受益權登載機構於每月 日前（或依雙方議定時間）出具該報表予銷售機構。

The aforementioned certificate may be kept by third party engaged by Offshore Institution free of charge, or be registered in the name of the Sales Agent through book entry, provided that a written statement signed off by the authorized personnel of Offshore Institution confirming the balance of units (or shares) of the Funds held by the Sales Agent as of the end of each month shall be provided by Offshore Institution to the Sales Agent. Such written statements are the certification documents for the units or shares of the Fund held by the Sales Agent (Where the statements are automatically generated by computer, they shall be effective as being duly signed). Offshore Institution shall cause the custodian of certificate or the institution handling the book entry to issue the statements to the Sales Agent prior to the [ ]th day of the following month.

- 六、 境外機構應確保基金交易之安全與合法，以保障銷售機構所持有之本基金權益。

The Offshore Institution shall ensure security and legality of the fund trading so as to protect the rights and benefits held by the Sales Agent in the Fund.

- 七、 交易流程如下：

The fund trading procedures are below:

- (一) 下單：銷售機構應於臺灣時間每週一至週五下午 時以前（或依雙方議定時間）通知交易或無交易之指示至境外機構。境外機構應於是日臺灣時間下午 時 分以前（或依雙方議定時間）以書面確認前項通知。

Order placement: The Sales Agent shall send its trading or non-trading instructions to the Offshore Institution, no later than [ ] p.m. Taiwan time from Monday through Friday (or such other time as mutually agreed). The Offshore Institution shall confirm the aforesaid notice in writing no later than [ ] p.m. Taiwan time of the same day (or such other time as mutually agreed).

- (二) 交易日定義：銷售機構於其臺灣營業日，均得下單至境外機構或其所指定之機構，銷售機構之下單日於境外機構亦為營業日時即為交易日，如非境外機構之營業日，則順延至下一個營業日為交易日。

Definition of the "Dealing Day": The Sales Agent may place its orders with the Offshore Institution or its designated entity on a Taiwan Business Day. If the order is placed on a date

which is also a Business Day of the Offshore Institution, this date shall be the "Dealing Day", otherwise, the "Dealing Day" shall be the next Business Day of the Offshore Institution.

- (三) 交易成交確認：境外機構應於交易日之次一營業日臺灣時間下午 時以前(或依雙方議定時間)，將交易成交確認之通知送達銷售機構。

Trading Confirmation: The Offshore Institution shall deliver its trading confirmation to the Sales Agent no later than [ ] p.m. Taiwan time of the Business Day immediately following the Dealing Day (or such other time as mutually agreed).

- (四) 報價方式：境外機構應於銷售機構每一營業日臺灣時間上午 時以前(或依雙方議定時間)，將前一營業日之基金單位(或股份)淨值或買賣價格通知銷售機構。

Pricing: The Offshore Institution shall provide information regarding the latest available net asset values (the "NAV") of units (or shares) of the Fund or trading prices of the previous Business Day to the Sales Agent no later than [ ] p.m. Taiwan time (or such other time as mutually agreed) on each Business Day of the Sales Agent.

- (五) 計價日、計價方式及單位數(或股份)之計算：境外機構應以交易日同一曆日為計價日，並依基金文件之約定計算淨值及單位數(或股份)。

Valuation Date, Method of Pricing and Calculation of Units or Shares Numbers: The valuation date shall be the same calendar date of the trading date. NAV and the units (or shares) numbers shall be calculated in accordance with the Fund Documents.

- (六) 匯款方式及時間：

Remittance Method and Time:

銷售機構應於交易日次 營業日(但貨幣型基金應於交易日次 營業日或依雙方議定時間)，將申購基金應付金額電匯至境外機構指定匯款專戶。

The Sales Agent shall on the [ ] Business Day following the Dealing Day (save for the money market funds that shall be on the [ ] Business Day following the Dealing Day or at the time as agreed by the Parties), wire transfer the amount payable for subscription of the Funds to the account designated by the Offshore Institution.

境外機構應確保交易日次 營業日(但貨幣型基金應於交易日次 營業日或依雙方議定時間)，將買回基金應付金額電匯至銷售機構指定之匯款專戶。

The Offshore Institution shall on the [ ] Business Day following the Dealing Day (save for the money market funds that shall be on the [ ] Business Day following the Dealing Day or at the time as agreed by the Parties), wire transfer the amount payable for redemption of the Funds to the account designated by the Sales Agent.

境外機構應確保收益分配基準日之次營業日，將收益分配之應付金額電匯至銷售機構指定之匯款專戶。

The Offshore Institution shall on the [ ] Business Day following the ex-dividend date wire transfer the amount payable for interest distribution of the Funds to the account designated by the Sales Agent.

八、 本交易流程之未盡事宜，應依基金文件、國際金融慣例或雙方另外之約定辦理之。

Any other matters related to the trading procedures that are not contemplated herein shall be handled in accordance with the Fund Documents, international financial practices or otherwise agreed by the Parties.

**附件 3 費用分攤**  
**Schedule 3 Sharing of Fees**

**下列費用應由境外機構負擔：**

**The following fees shall be borne by the Offshore Institution**

1. [境外機構應提供免付費諮詢電話專線，供銷售機構及其客戶為投資本基金相關事項使用。]  
[The Offshore Institution shall provide toll-free number for consultation for use by the Sales Agent and its customers in relation to relevant matter of investment in the Funds.]
2. [銷售機構依境外機構通知有關本基金召開受益人會議或股東會及其他有關投資人權利行使之重大事項，轉知所屬投資人所產生之費用(含相關作業成本)。]  
[Any and all expenses (including the cost for relevant operations) arising from the Sales Agent's notification to customers in relation to the holding of beneficiary meetings or shareholder meetings and any other material events related to exercise of investors rights according to the notification of the Offshore Institution shall be borne by the Offshore Institution.]

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**附件 4 報酬及相關利益**

**Schedule 4 Remunerations and relevant benefits**

本會 104 年 5 月 25 日第 5 屆第 17 次理事會通過

**附件 5 洗錢防制**  
**Schedule 5 AML**