

General Conditions

- Citibank's obligations hereunder are payable solely at Citibank Taiwan Limited ("Citibank"), and are subject to the laws of Republic of China ("R.O.C") (including any governmental acts, order, decrees, and regulations). Instructions for the remittance or transfer of funds to or through correspondent banks shall not affect or be construed to affect the foregoing.
- Any information that Citibank may provide or send to you (the "Counterparty"), either as a confirmation or otherwise, originating from computerized means, shall not bear the authorized signature of Citibank.
- If the transaction described in this Confirmation ("Transaction") is a foreign exchange transaction and if the parties have entered into Master Foreign Exchange Agreement, ISDA Master Agreement of General Agreement for Foreign Currency Margin Trading (collectively, the "Master Agreements"), the relevant Master Agreement(s), shall apply to the foreign exchange Transaction. If the Transaction is an interbank loan, deposit or similar transaction ("interbank Transactions") or a foreign exchange transaction where the parties have not entered into a Master Agreement, the Counterparty agrees as follows:
 - The Confirmation of this Transaction and of each and every other Transaction entered or to be entered into between Citibank and the Counterparty constitute a single agreement between the parties, operated as a current account.
 - In the event that:
 - the Counterparty shall fail to make any payment under any Transaction or otherwise when due;
 - a petition in bankruptcy or reorganization is filed by or against the Counterparty and/or the Counterparty otherwise become insolvent; and/or
 - The Counterparty's operations are, or are likely to be, taken over or suspended by any government authority.Then, as regards Interbank Transactions, Citibank shall be entitled to early terminate any or all Transactions whereupon all obligations of the Counterparty to Citibank there under shall become immediately due and payable and as regards foreign exchange Transactions, Citibank shall be entitled to cost-out (by entering into offsetting foreign exchange contracts with Counterparty at the then current spot rates determined in Citibank's sole and absolute discretion) any and all outstanding foreign exchange Transactions. In all cases, Citibank may set off its obligations to the Counterparty against the Counterparty's indebtedness to Citibank.
- Transactions with Citibank Taiwan Ltd. Offshore Banking Branch shall be settled in currencies other than NT\$.
- No Agency. It is entering into the Transaction as principal and not as an agent of any person or entity.
- Any discrepancy, error or change of address shall promptly be advised to the Treasury Service Dept. Confirmation Unit (Tel: 25766175) if Citibank. Unless the Counterparty notify Citibank in writing, within 7 business days of receipt of this Confirmation any discrepancies, such Confirmation shall be deemed correct.
- In the event of any discrepancy between the Chinese and English texts hereof, the Chinese version shall govern.

Acknowledgements

For the purposes of and in relation to this Transaction, each party acknowledges and agrees in favor of the other that:

- Although payment of CNY funds is expected to be made to an account in Taiwan or other offshore CNY exchange markets outside of Taiwan, the relevant payee may direct that payment be made to an account in the Peoples' Republic of China ("PRC") provided that the parties acknowledge that such payment may be prohibited by applicable laws and regulations and, in such circumstances, such payment shall instead be made to accounts maintained outside of the PRC in accordance with applicable laws and regulations in the relevant jurisdiction; and
 - there can be no assurance that access to CNY funds for the purposes of payments in relation to this Transaction or generally may not remain or become restricted.
- Alternate Currency: any currency other than CNY that Citibank bought from or sold to you on the Contract Date of this Confirmation.
- Disruption Events:
Means any event or occurrence which in the sole and absolute determination of Citibank has, or may reasonably have, an effect on this Transaction, including but not limited to:
- "Inconvertibility" which means the occurrence of any event that makes it impossible or impracticable (in the opinion of Citibank) to convert the Alternate Currency into CNY or vice versa; or
 - "Non-Transferability" which means the occurrence of any event that makes it impossible or impracticable (in the opinion of Citibank) to deliver the Alternate Currency or CNY to either party.

Disruption Fallbacks:

In the event that a Disruption Event is determined by Citibank to have occurred, Citibank may make such adjustments to this Transaction as it may in good faith determine such that the economic basis of this Transaction as contemplated by the parties shall, to the extent as possible, be retained. Such adjustments may include but shall not be limited to selection of alternative methods of determining a fixing, postponement of affected Business Days or making payment in other currencies.

If Citibank determines that no such adjustments to this Transaction are practicable and/or possible then Citibank may terminate this Transaction. In such event, Citibank shall determine the fair market value of the Transaction (which may be zero) as at the date of termination and the parties shall pay such amounts, if any, to each other within two Taipei and New York Business Days after the date of termination. Upon payment of any such amounts hereunder, the parties' obligations under this Transaction shall be discharged.

If you have any complaints related to this transaction, kindly contact CitiService hotline: 0800-001686 of Citibank Taiwan Limited or your sales representative.

一般條款

- 花旗銀行於本交易下義務之履行應完全以花旗(台灣)商業銀行(下稱「花旗」)之所在地為履行地,且應適用中華民國法律、命令及政府行為之規定;倘上述法令對交易義務之履行予以限制,則縱已有匯款至聯行或經由聯行匯款之指示,亦不會對上述履行地之規定有任何影響,且亦不應因此而更為其他之解釋。
- 花旗提供或傳遞予交易相關人之任何資訊(不論係確認書或其他文件),凡由電腦產生者,皆不須經由花旗有權簽字人員簽章。
- 倘本確認書所指示之交易(下稱「確認交易」)係外匯交易且交易相對人已簽署外匯交易總約定書、國際換匯交易總約定書(ISDA Master Agreement)或外幣保證金交易總約定書(下稱「總約定書」),則該外匯交易應受該相關總約定書規定之範圍,倘本確認書所示之確認交易係同業存放款或其他類似之交易(下稱「同業交易」)或係外匯交易但雙方當事人尚未簽署相關總約定書,交易相對人同意:
 - 本確認書及所有由花旗及交易相對人已進行或將進行之任一確認交易皆屬雙方當事人間以交互計算方式規範之單一合約。
 - 倘
 - 交易相對人未如期履行其於任一確認交易之義務;
 - 交易相對人自行聲請或被聲請宣告破產或重整及/或交易相對人無力如期清償債務;及/或
 - 交易相對人之業務已被或可能被任一政府主管機關接收或暫停營業;則就同業交易,花旗有權提前終止任一或全部之同業交易,屆時,交易相對人就該等交易下對花旗所負之債務應立即全部到期;就外匯交易,花旗得依其自行決定之當時即期匯率與交易相對人訂定對沖之外匯交易契約,結清任何(一部或全部)花旗與交易相對人間尚未屆期之外匯交易。就上述所有情形,花旗皆得將其對交易相對人之債務與交易相對人對花旗之債務相互抵銷。
- 凡與花旗(台灣)商業銀行國際金融業務分行進行之各項交易,應以新台幣以外之外幣收付。
- 承作本交易係以本人身分而非任何人或機構之代理人。
- 交易相對人於收到確認書或其他文件後發現任何差異、錯誤、或交易相對人地址有變更,應立即通知花旗銀行財務服務部確認交易單位處理(電話:25766175)。花旗於送交上述文件後七個營業日內,如未收到交易相對人之書面通知,即可認為該等文件正確無誤。
- 本確認書中文版本與英文版本之內容不一致時,以中文版本為準。

承認事項

為本次交易相關之目的,基於相對方之利益,任一方承認並同意:

- 縱令相關人民幣資金係以匯入台灣或其他台灣境外人民幣交易市場開立之帳戶為主,相關收款人可能指示將該款項匯至中華人民共和國(簡稱「中國」)開立之帳戶,惟雙方瞭解上述匯款依相關法規可能被禁止,於此情況下,該筆款項應另依相關司法管轄地適用的法規,支付予中國境外之帳戶。
 - 無法確保得依本次交易相關付款之目的取得人民幣資金,或保證人民幣資金之取得不會受限。
- 替代貨幣:花旗銀行於本確認書之契約日期向交易相對人出售或向交易相對人購入除人民幣外之其他貨幣。
- 中斷事件:
指由花旗單一旦絕對之決定,對本次交易造成或可能合理造成影響的任何事件,包括但不限於:
- "不可兌換性",意指任何事件的發生,導致(花旗認定)替代貨幣轉換成人民幣(反之亦然),變成不可能或不可行;
 - "不可轉讓性",意指任何事件的發生,導致(花旗認定)一方提供替代貨幣或人民幣予地方,變成不可能或不可行。

中斷事件發生之處理:

倘花旗認定發生中斷事件時,花旗依其善意決定,於維持本交易原預定之經濟實質且於可行之範圍內,花旗得對本交易為相關調整。前揭調整可能包括但不限於,選擇定價之替代方案、或將受影響的營業日延期,或以其他貨幣支付等替代方法。

倘花旗決定並無合理可行之調整方案,花旗銀行得終止本次交易。在此情況下,花旗應決定本次交易於終止日之公平市場價值(可能歸零),且任一方應於終止日後兩個台北和紐約的營業日內,按計算之金額(如果有的話)支付予他方。雙方於本次交易下之義務將於支付前揭金額時免除。

如台端就本交易有任何欲申訴之交易糾紛,請洽 CitiService 花旗(台灣)商業銀行客戶服務專線: 0800-001686