新台幣計價外國債券櫃檯買賣契約

　　　　　公司（以下簡稱發行人）暨受其委託之代理機構（以下簡稱代理人，代理人應檢附全權委託書）依據證券商營業處所買賣有價證券管理辦法第九條規定，向財團法人中華民國證券櫃檯買賣中心（以下簡稱本中心）申請其發行之新台幣計價外國債券為櫃檯買賣，經雙方同意訂立本契約，確實遵守下列條款：

第一條　　發行人或代理人初次依本契約申請櫃檯買賣之外國債券計有：

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 債券種類  及名稱 | 發行日期 | 票面金額 | 票面利率 | 發行總數 | 償還期限 | 備註 |
|  |  |  |  |  |  |  |

發行公司嗣後櫃檯買賣之新台幣計價外國債券如有增減或內容變更，其經櫃檯買賣中心同意後之新台幣計價外國債券櫃檯買賣申請書所載之櫃檯買賣新台幣計價外國債券增減或內容變更事項，作為本新台幣計價外國債券櫃檯買賣契約之一部分。

第二條　　證券相關法令及本中心章則暨公告事項規定均為新台幣計價外國債券櫃檯買賣契約之一部分，發行人暨代理人及本中心皆應遵守之。

1. 發行人暨代理人申請櫃檯買賣之新台幣計價外國債券，本中心依據外國有價證券櫃檯買賣審查準則審定之。

第四條　　發行人暨代理人於本契約簽訂後，應依本中心訂定之「有價證券上櫃費費率標準」所列有價證券櫃檯買賣收費標準，於初次櫃檯買賣新台幣計價外國債券時及以後每年開始一個月內，向本中心繳付有價證券櫃檯買賣費用。

第五條　　本中心依據有關法令、本中心章則規定或基於其他原因認為有必要者，得對櫃檯買賣之新台幣計價外國債券予以變更交易方式、停止或終止其買賣。新台幣計價外國債券屆期還本金時，本中心得逕行公告終止其櫃檯買賣。

第六條　　因本契約所生之訟爭，發行人暨代理人及本中心雙方同意以台灣台北地方法院為第一審管轄法院。

第七條　　本契約一式五份，除一份送主管機關外，餘分由發行人暨代理人及本中心存執。

第八條　　本契約於發行人及本中心雙方用印後生效。

發 行 人：

（法定代理人）

　住　　所：

　代理機構：

（法定代理人）

　住　　所：

　財團法人中華民國證券櫃檯買賣中心

（法定代理人）

　住　　所：台北市中正區羅斯福路二段100號15樓

中華民國年月日

**Contract for the Trading of New Taiwan Dollar Denominated Foreign Bonds on the Taipei Exchange**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Co., Ltd. (hereinafter “the Issuer”), and the agent institution that it has authorized (hereinafter the “Agent”; the agent shall submit a general power of attorney), in accordance with Article 9 of the Regulations Governing Securities Trading on the Taipei Exchange (hereinafter “the Regulations”), hereby apply with the Taipei Exchange (hereinafter "the TPEx") for the trading on the TPEx of New Taiwan dollar denominated foreign bonds issued by the issuer. The parties agree to enter into this Contract and to faithfully abide by the terms and conditions specified below:

Article 1 The foreign bonds for which the Issuer or the Agent initially applies for trading on the TPEx pursuant to this Contract are:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Bond Category and Nomenclature | Date of Issue | Par Value | Coupon Rate | Total Quantity Issued | Repayment Term | Remarks |
|  |  |  |  |  |  |  |

If, subsequent to the signing of this Contract, there is any increase or decrease in the quantity or any change in the details of the Issuer's TPEx-traded New Taiwan dollar denominated foreign bonds, the increase or decrease or change in details recorded in the Application for TPEx Trading of New Taiwan Dollar Denominated Foreign Bonds, after receiving approval by the TPEx, shall constitute an integral part of this Contract.

Article 2 Securities-related laws and regulations and the rules and announcements of the TPEx are an integral part of this Contract, and the Issuer and Agent and the TPEx all shall comply with them.

Article 3 When the Issuer and Agent apply for trading of New Taiwan dollar denominated foreign bonds on the TPEx, the TPEx will review the application in accordance with the Taipei Exchange Rules Governing the Review of Foreign Securities for Trading on the TPEx.

Article 4 After the signing of this Contract, the Issuer and Agent, at the time of initial trading of the New Taiwan dollar denominated foreign bonds on the TPEx and within the first month of each year thereafter, shall pay TPEx securities trading fees for those bonds in accordance with the Taipei Exchange Securities Listing Fee Rates.

Article 5 The TPEx, on the basis of related laws, regulations, and TPEx rules, or as it deems necessary for other reasons, may modify the trading method or suspend or terminate the trading of New Taiwan dollar denominated foreign bonds on the TPEx. When the principal of the New Taiwan dollar denominated foreign bonds is repaid at maturity, the TPEx may proceed directly to publicly announce the termination of TPEx trading of the bonds.

Article 6 The Issuer and Agent and the TPEx consent and submit to the jurisdiction and venue in the first instance of the Taiwan Taipei District Court for any litigation arising out of or in connection with this Contract.

Article 7 This Contract shall be executed in five counterparts. One counterpart shall be submitted to the competent authority and the remaining counterparts shall be held by the Issuer and Agent and the TPEx.

Article 8 This Contract shall take effect after the Issuer and the TPEx have both affixed their seals to it.

Issuer:  
    (Statutory representative)  
    Address:  
      
    Agent institution:  
    (Statutory representative)  
    Address:

    Taipei Exchange  
    (Statutory representative)   
    Address: 15F, No.100, Sec. 2, Roosevelt Road,

Zhongzheng District, Taipei

Dated: \_\_\_\_\_\_\_\_, 201\_\_ (Month Date, Year )