



法國巴黎銀行國際金融業務分行辦理人民幣業務風險預告書（暨資訊揭露條款）

**BNP Paribas Offshore Banking Branch
Risk Disclosure Statement for Renminbi Business (with Information Disclosure Clause)**

法國巴黎銀行（以下簡稱「銀行」）茲告知與銀行或透過銀行從事人民幣相關交易之客戶，應瞭解從事該等交易所涉之風險，及銀行對該等交易之政策。客戶在未完全瞭解相關事項前，不應從事該等交易。

BNP Paribas ("**Bank**") believes that client who engages in Renminbi related transactions ("**RMB Transaction**") with the Bank or through the Bank should be aware of the risks which may be involved in such transactions, as well as of some of the Bank's policies in connection therewith. The client should not enter into a transaction unless fully understand the relevant matters.

此份風險預告書的目的乃在於客戶從事任何人民幣相關交易之前，簡要地說明該等交易之特性。然而，本風險預告書並無法揭露或探討人民幣相關交易之所有各種風險或其他重要事項。

The objective of this Risk Disclosure Statement is to explain to the client, briefly, the special nature of RMB Transactions prior to the client undertaking of such transactions. However, this Risk Disclosure Statement does not purport to disclose or discuss all of the risks and other significant aspects of any RMB Transaction.

客戶應詳閱所有將與銀行簽訂之契約或確認書之條款。客戶必須充分瞭解其在該等契約或確認書下之權利義務。

The client should therefore familiarize with the terms and conditions of any agreement, contract or confirmation that it may enter into with the Bank. The client must fully understand its rights and obligations under that agreement, contract or confirmation.

客戶必須注意，銀行係以非利害關係人之一般人身份與客戶進行交易。客戶與銀行所進行之任交易，可能使客戶發生損失而使銀行獲利。除銀行於相關契約中明示之聲明，以及銀行以交易相對人身份與客戶協商後所簽署的確認書外，銀行不會給客戶任何口頭或書面之建議。

If the client's counterparty is the Bank, the client must note that the Bank deals with the client at arms length as counterparty. Any dealing, trading or engagement or transaction with the Bank by the client could result in a loss to the client and a gain to the Bank. The Bank does not and will not give the client any advice whether written or oral other than the representations which will be expressly set forth in the relevant agreement, and any confirmation which may be signed or executed by the client after negotiations with the Bank as counterparty.

銀行依據相關之交易文件條款，可能將就相關款項扣除人民幣相關交易作業上產生之相關成本及費用或另行向客戶收取該等成本及費用。

The Bank may deduct certain costs and fees arising from or in connection with the RMB Transactions from the relevant amount or otherwise request the client to pay for such costs and fees in accordance with the provisions of relevant transaction documents.

由於目前人民幣進出大陸地區仍須受大陸當地相關法規的限制，客戶辦理本項人民幣相關交易業務可能面臨下列風險：

As remitting Renminbi ("**RMB**") inward and outward Mainland China will be subject to the relevant laws and regulations of Mainland China, the client may bear the following risks when engaging in 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：

1. The client's RMB-denominated assets or debts may need to be settled in other currency due to the changes in applicable laws and regulations.

- (a) 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，雖銀行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。

- (a) The supply/demand of RMB in monetary market and clearance/settlement of RMB in connection with the collection/performance of the client's RMB-denominated assets or debts or payment obligations arising from relevant transactions may be affected by any change in relevant laws and regulations. Although the Bank will use its best efforts to pursue any other resolutions to handle subsequent matters of the ongoing transactions previously accepted by the Bank, the Bank may use other currency to replace RMB for the relevant purpose in accordance with the then prevailing market exchange rate when it deems necessary.

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 cross-border trading amount in Hong Kong soared in October 2010 and resulted in the suspension of the exchange arrangement regarding trading settlement after the limited amount thereunder was exceeded. In the event that the competent authority in Mainland China changes the upper limit or lower limit of positions in member banks' clearing accounts, requests member banks to maintain a minimum reservation amount in their clearing accounts, or changes the interest rates of the clearing accounts, the banks' operation of RMB business will be affected, and the sources of or outlets for RMB will reduce or suspend.

- (b) 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。
- (b) In the client intends to enter into a RMB credit transaction, the client should consider its ability to repay in RMB when due. The client might bear the exchange risk if the client could not repay in RMB and need to repay in other currency when due.
- (c) 授信戶辦理人民幣授信業務，雖與銀行於消費借貸契約中約明借款金額或額度，惟囿於法令限制，致銀行未能撥款時，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。
- (c) Although the amount of a loan or credit facility is specified in the loan agreement when the client enters into a RMB credit transaction with the Bank, the client would bear the risk of fund shortage or exchange risk arising from fluctuations in exchange rates if the Bank is unable to disburse such amount or need to make disbursement in other currency due to regulatory restrictions.

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：

2. The client should fully understand that remitting RMB inward and outward Mainland China will be subject to local laws and regulations:

- (a) 辦理大陸地區人民幣匯出及匯入者，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。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，銀行將協助辦理退匯，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。並告知客戶大陸當地之法令，可能隨時變更。
- (a) If the person who intends to remit RMB inward and outward Mainland China does not meet the qualification requirements under local laws and regulations, it could not freely remit RMB funds inward or outward Mainland China. If the client remits RMB funds inward Mainland China but such remittance could not be completed due to the aforementioned reason, the Bank will assist in the return of such remitted amount, provided that the required postal/telecom fees and fees charged by foreign banks should be borne by the client and will be deducted from the returned amount directly. Please be advised that the laws and regulations in Mainland China may 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 (importer) located at the cross-border trading pilot area could make payment for importation in RMB. The pilot enterprises (exporter) located at the pilot area could make payment for exportation in RMB.

- (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機構核准後始得辦理。
 - (2) Enterprises and individuals of Mainland China who do not meet the qualifications above could not freely remit RMB inward or outward Mainland China without the prior approval of the local foreign exchange regulators.
 - (3) 另根據香港金管局的說明，銀行（參加行）在辦理資金匯入或匯出大陸地區時，銀行無須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，由大陸當地監管當局和銀行負責審核。
 - (3) In addition, according to the explanation of Hong Kong Monetary Authority, when the banks (member banks) remit funds inward or outward Mainland China, the banks need not to verify whether the local remitter or the remittee complies with relevant local laws and regulations. The competent authority and banks in Mainland China will be responsible to verify the same.
- (b) 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。
- (b) If the client intends to use the RMB loan in Mainland China, the client should obtain a prior approval from the competent authority in Mainland China for inward and outward remittance of RMB funds, and should complete the foreign debts registration in accordance with the regulations relating to administration of foreign debts in Mainland China. If the client does not comply with relevant laws and regulations of Mainland China and therefore the RMB funds disbursed by the Bank could not be remitted inward Mainland China or are not accepted and returned, the interests and relevant expenses arising therefrom should be borne by the client.

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：

3. The client should fully understand that RMB will be subject to fluctuations in exchange rates, and such fluctuations may result in transaction risks and evaluation 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、稅制及相關法律規定；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。

As there are various factors which may have impacts on market exchange rates, the fluctuations in exchange rates may be significant. When the client engages in a RMB Transaction, the ups and downs of market conditions or the occurrence of special situations may result in transaction risks and evaluation losses to the client. The client should, before engaging in such transaction, consider its financial condition and ability to bear relevant risks and should fully understand the finance, accounting, tax system and relevant laws and regulations involved. The client understands and hereby agrees to bear the transaction risks and losses that may derive from the relevant transaction.

四、客戶在辦理本項人民幣相關交易業務前應確認，已充分瞭解上述有關人民幣相關交易業務之應注意事項及其潛在風險。

4. The client should confirm that it has fully understood the aforementioned matters and potential risks associated with the RMB Transactions before engaging in such transactions.

五、客戶同意倘大陸地區、香港或其他相關地區之監管當局或清（結）算行等相關單位，要求銀行提供跨境貿易之相關交易證明文件或資料時，銀行得逕予提供，不受國際金融業務條例第十八條或其他相關法令規定之限制。

5. The client hereby agrees that the Bank may provide transaction documents or information evidencing relevant cross-border trading to regulators in Mainland China, Hong Kong or other related jurisdictions or relevant clearing/settlement banks upon their requests without being subject to the restrictions under Article 18 of the Offshore Banking Act or other applicable laws and regulations.

此致
To

法國巴黎銀行國際金融業務分行
BNP Paribas Offshore Banking Branch

客戶（包含客戶從事相關交易之所有相關人員）茲聲明法國巴黎銀行已派專人詳細解說本風險預告書，並確認已閱讀並瞭解本風險預告書，且同意本風險預告書全部內容。

We (including staffs acting on behalf of the undersigned client to engage in the relevant transactions with the Bank) hereby declare that the Bank has dispatched a specific individual to explain the detailed contents of this Risk Disclosure Statement and acknowledge having read and understood this Risk Disclosure Statement and found its contents acceptable.

客戶名稱 Name of Client :

(有權簽字人簽章 Authorize Specimen)

日期 Date :