新制勞工退休基金

115 年度第 1 次國外委任投資契約範本

Template Investment Management Agreement for 2026 First Overseas Discretionary Investment of Labor Pension Fund

全球被動債券型

Global Passive Fixed Income

目錄

1. 定義 3
2. 契約生效日期及存續期間 4
3. 聲明與保證 6
4. 投資管理及委託經營額度 7
5. 乙方受託權限範圍 9
6. 保管機構 11
7. 帳戶設立 12
8. 不符投資方針所定交易之處理 13
9. 報告義務 15
10. 股東權益之行使 20
11. 投資方針之修改 21
12. 管理報酬 21
13. 契約之解除及終止 21
14. 違約及責任 24
15. 委任投資計畫建議書 26
16. 利益迴避 27
17. 實地受訓與實地訪察 29
18. 經紀商及其他交易對象 30
19. 保密義務 32
20. 通知事項 32
21. 契約之修改 34
22. 準據法及管轄法院 34
23. 轉讓與複委任之禁止 35
24. 一般條款 35

附件一：新制勞工退休基金 115 年度第 1 次國外委任投資方針 39

附件二：新制勞工退休基金及國民年金保險基金 115 年度第 1 次國外委任投資

計畫建議書..... 40
附件三：管理報酬 41
附件四：授權簽章樣式 43
附件五：短絀部位及其所生之相關費用處理方式..... 45
附件六：勞動部勞動基金運用局辦理新制勞工退休基金及國民年金保險基金
115 年度第 1 次國外委任投資公開徵求受託機構申請須知..... 47

委任投資契約

（以下稱「本契約」）

INVESTMENT MANAGEMENT AGREEMENT

(hereinafter the “Agreement”)

係由

勞動部勞動基金運用局

（以下稱「甲方」）

與

[•]

（以下稱「乙方」）

於[日期]簽署

The Agreement is made and entered into the day of [Date] by and between

Bureau of Labor Funds, Ministry of Labor (hereinafter the “Bureau”)

and

[•]

(hereinafter the “Investment Manager”)

鑒於：

WHEREAS:

(1)甲方依勞工退休金條例、勞動基金委託經營要點等相關規定，同意撥交一部分勞工退休基金為受託基金，委任乙方辦理有價證券與金融商品之投資業務，並由甲方支付委任報酬予乙方；

(1) The Bureau agrees to allocate a certain portion of the Labor Pension Fund as the Fund, appoint the Investment Manager to be in charge of investment management of certain securities and financial products and pay the management fee to the Investment Manager in accordance with the Labor Pension Act, Mandated Management, Guidelines for Labor Funds and other relevant laws and regulations;

(2)乙方接受是項委任並同意本於其善良管理人之注意、資產管理的專業經驗及良好服務之保證，於本契約授權範圍內，遵守投資市場之相關法令，依忠實義務原則及採行符合各投資市場實務所要求或允許之作法為原則履行本契約，努力為甲方委任的投資資產達成甲方所訂「委任投資方針」的目標收益；且

(2) The Investment Manager accepts such appointment and agrees to exercise the duty of care, professional experience in asset management and warranty of good services, comply with the relevant laws and regulations of investment markets to the extent authorized hereby and perform its obligations hereunder with fiduciary duty in accordance with the principles required or permitted by the practice of each investment market to achieve the target rate of return as stipulated in the “Investment Guidelines” for the Bureau’s assets under the Investment Manager’s management; and

(3)甲方另指定 JPMorgan Chase Bank, N.A.【摩根大通銀行】為甲方委任投資資產之委任保管機構，負責辦理基金資產、投資所得保管、買賣交割及帳務處理等事宜。

(3) The Bureau has appointed JPMorgan Chase Bank, N.A. as the custodian for the Bureau’s assets under the Investment Manager’s management to be in charge of the custody, transaction settlement, account administration and other related services in connection with fund asset and investment profits.

因此，為順利辦理委任投資業務，雙方共同簽署本契約，其條文詳列如下，以資遵循：

NOW, THEREFORE, in order to facilitate the business of investment management, the parties hereby agree as follows:

1. 定義

1. DEFINITION

(a) 「乙方」係指[•]，為依本契約管理受託基金之受託機構；

(a) "Investment Manager" means [•] in its capacity as investment manager hereunder to manage the Fund;

(b) 「保管機構」係指[摩根大通銀行]，為甲方所指定就受託基金資產提供保管業務之金融機構；

(b) "Custodian" means [JPMorgan Chase Bank, N.A.] in its capacity as custodian appointed by the Bureau to provide custodial services for the Fund Assets;

(c) 「受託基金」係指以甲方之名義(或以他人之名義代表甲方)保管之基金，該等基金持有受託基金資產，包括其利息、盈餘或其他孳生之收益，並應依據投資方針進行投資；

(c) "Fund" means the fund managed in the name of the Bureau (or in the name of a third party on behalf of the Bureau) holding the Fund Assets, including interest, dividends and other income accrued therefrom, which are to be invested according to the Investment Guidelines;

(d) 「受託基金資產」係指受託基金之資產，包括其利息、盈餘或其他孳生之收益；

(d) "Fund Assets" means the assets of the Fund, including interest, dividends and other income accrued therefrom.

(e) 「委託經營額度」係指本契約第 4 條(c)項之約定，甲方將資產撥付乙方，委託乙方經營之額度。

(e) "Mandate Amount" means the amount transferred and mandated to the Investment Manager by the Bureau under Section 4 (c) of the Agreement.

(f) 「投資方針」係指本契約附件一所列之方針；

(f) "Investment Guidelines" means the guidelines which are set out in Schedule I hereof;

(g) 「投資計畫建議書」係指本契約附件二所列之建議書；

(g) "Service Proposal" means the proposal which is set out in Schedule II hereof;

(h) 「本案團隊成員」係指乙方負責受託基金投資管理之團隊成員，名單及相關資料應載於投資計畫建議書；

(h) "Team Members" means the Investment Manager's team members responsible for the investment management of the Fund; a list of such members, together with other related information, shall be provided in the Service Proposal;

(i) 「每季」係指日曆年之每季，分別即為每年 1 月至 3 月、4 月至 6 月、7 月至 9 月及 10 月至 12 月。

(i) "Quarter" means a calendar quarter, i.e., January to March, April to June, July to September and October to December, respectively.

(j) 「關係人」之定義依乙方所適用之會計準則定之。

(j) "Related Party" shall be defined in accordance with the accounting standards applicable to the Investment Manager.

2. <u>契約生效日期及存續期間</u>

2. <u>EFFECTIVE DATE AND TERM</u>

(a) 甲方茲委任乙方擔任受託基金之受託機構以管理受託基金。乙方認知且同意，以甲方已委任或將立即委任之保管機構就受託基金資產提供保管服務。委任乙方之生效日為本契約簽署日。

(a) The Bureau hereby appoints the Investment Manager to manage the Fund. The Investment Manager acknowledges and agrees that the Bureau has appointed or will promptly appoint the Custodian to provide custodian services for the Fund Assets. The appointment of the Investment Manager shall become effective upon signing of this Agreement.

(b) 本契約自簽署日起生效；於甲方首次實際撥存委託經營額度至保管機構之日起滿五年失效。

(b) This Agreement shall take effect upon signing and shall cease to be effective upon the fifth anniversary of the date on which the Bureau first transfers the Mandate Amount to the Custodian.

(c) 乙方之經營績效及風險控管，均優於甲方所定之衡量標準或甲方同類型委託資產者，且未有違反相關法令及本契約之情事者，甲方得於本契約存續期間不經評審在本契約初始委託經營額度二倍範圍內增加其委託經營額度，或於本契約屆滿時不經評審在受託基金資產淨值範圍內與其

續約；關於續約期間所適用之管理費率，甲方得視情況維持原契約所定管理費率或與乙方議定管理費率。若乙方有違反本契約情事，但經甲方衡量認定乙方違反情節確屬輕微，且無損及甲方之權利或利益者，視為不違反本契約。

(c) If the management performance and risk control of the Investment Manager are better than the evaluation criteria set by the Bureau or the performance of the other same type of Bureau's mandated assets and the Investment Manager has not violated any relevant laws and regulations and this Agreement, the Bureau may, at its sole discretion and without going through an evaluation, increase the Mandate Amount within 200% of the initial Mandate Amount of this Agreement during the term of the Agreement or renew with the Investment Manager within the net value of the Fund Assets upon the expiration of the term. Depending on the circumstances, the Bureau may decide that the management fees remain the same in the new term, or negotiate a different management fee with the Investment Manager. If the Investment Manager has violated this Agreement, but the Bureau determines the violation is neither material nor detrimental to the Bureau's rights and interest, the Investment Manager shall not be deemed to have violated this Agreement.

(d) 第 2 條(c)所稱經營績效之衡量標準，就主動型及增值型委託型態而言，係指投資方針所列示的目標報酬率，本局監督時以目標報酬為主要觀察重點，並會同時留意目標報酬及追蹤誤差兩者之狀況；另就被動型委託型態而言，係指投資方針所列示的追蹤誤差值，並得輔以目標報酬率進行衡量。衡量期間為自績效起算日（即首次撥款日）至績效評定基準日（指擬評定績效期間之末日）。上開衡量標準，甲方得視市場狀況調整之。甲方評定續約資格時，得依實際情況調整上開衡量時間及經營績效標準。

(d) For the active and enhanced mandate type, the criteria for evaluating management performance in Section 2(c) shall refer to the target rate of return set forth in the Investment Guidelines. The Bureau's supervision focuses primarily on the target return, while also monitoring both the target return and tracking error. For the passive mandate type, the criteria shall refer to the tracking error set forth in the Investment Guidelines, and the target rate of return may be taken into consideration for evaluation. The evaluation period commences from the date of performance (the date the Bureau first transfers the Fund Assets to the Custodian) to the performance evaluation record date (the end date of the performance evaluation period). The Bureau may adjust

the aforementioned evaluation criteria depending on the market conditions. When assessing the qualifications for contract renewal, the Bureau may adjust the evaluation period and performance standards based on the actual circumstances.

(e) 乙方雖依第 2 條(c)取得不經評審續約資格，但於績效評定基準日至本契約到期日間有發生受甲方要求改善或處置情事者，甲方得酌減委託經營額度或取消原取得之續約資格。

(e) After the Investment Manager obtains the qualification of renewal of the Agreement without going through an evaluation pursuant to Section 2(c), if the Investment Manager is requested to improve or take action by the Bureau from the performance evaluation record date to the expiration date, the Bureau may, at its sole discretion, reduce the Mandate Amount or cancel the agreement renewal qualification which the Investment Manager obtained.

3. 聲明與保證

3. REPRESENTATIONS AND WARRANTIES

乙方茲聲明及保證，下列事項皆為真實及正確：

The Investment Manager hereby represents and warrants the following:

(a) 乙方有完整之權限及能力，得依據相關法規及具法律約束力之商業慣例，履行其於本契約之義務，並得依本契約之約定擔任受託機構、履行其義務。

(a) The Investment Manager has full power and authority to perform all its duties hereunder in accordance with the applicable laws, regulations and commercial practices that are legally binding, and to act in the capacity as the investment manager and to perform its obligations in accordance with the provisions hereof.

(b) 乙方簽署本契約及履行其於本契約之義務不會違反其與第三人所簽署之契約、乙方之公司章程或任何相關法令規章及具法律約束力之商業慣例。

(b) The execution of this Agreement and the performance of all of its obligations hereunder by the Investment Manager will not violate or contravene any agreement with any third party, the Investment Manager's memorandum and articles of association or any applicable laws, rules and regulations, and commercial practices that are legally binding.

(c) 乙方申請辦理本件委任投資業務遴選時所提送之投資計畫建議書及其他相關文件，並未有任何重要事實之陳述不實或漏未陳述，而致使該等計畫建議書及/或該文件有誤導、不實或不完整之情事。

(c) The Service Proposal and other relevant documents submitted by the Investment Manager in connection with its bid for the present evaluation do not contain any misrepresentation or omission of material facts which would cause the Service Proposal and/or said documents to be misleading, untrue or incomplete.

(d) 若受託基金允許乙方從事衍生性金融商品交易，乙方從事衍生性金融商品之交易程序或相關風險管理措施須符合當地主管機關之法令規章，執行規範應載明於投資計畫建議書中。前開交易程序包括交易分析、交易決定、交易執行及交易檢討四個步驟。

(d) Where the Investment Manager is allowed by the Fund to trade derivatives, the Investment Manager's derivatives transaction procedures and related risk management measures shall comply with the applicable laws, rules and regulations of the local competent authorities, and the execution rules shall be stated in the Service Proposal. The aforementioned transaction procedures consist of four steps: transaction analysis, transaction decision making, transaction execution and transaction evaluation.

(e) 若受託基金允許乙方從事衍生性金融商品交易，乙方須確保衍生性金融商品交易相關人員、分層負責內容及代理制度受其內部稽核及內部控制制度之拘束。

(e) Where the Investment Manager is allowed by the Fund to trade derivatives, the Investment Manager shall ensure that the personnel in charge of the derivatives transactions, the hierarchical responsibilities of such personnel and the agency mechanism be subject to its internal audit and internal control.

(f) 乙方應擔保甲方不因乙方違反前述第 3 條(a)至第 3 條(e)之聲明與保證造成甲方任何損害。

(f) The Investment Manager shall hold the Bureau harmless from any damages resulting from any breach of the representations and warranties in Sections 3(a) to 3(e) above.

4. <u>投資管理及委託經營額度</u>

4. <u>INVESTMENT MANAGEMENT AND MANDATE AMOUNT</u>

(a) 乙方應將受託基金資產獨立於乙方之自有資產及乙方之其他客戶之資產外，並應依甲方之投資類型及投資批次（或依甲方之其他指示），分別設立帳戶與次帳戶。乙方就本契約之受託基金資產與甲方依其他契約委託乙方管理之基金資產，亦應分別管理設帳且非經甲方事前書面同意不得相互移轉。乙方運用受託基金買入有價證券，如屬記名證券者，應以新制勞工退休基金或甲方之名義登記，但投資於國外之有價證券，則依國外法令及國外受託保管契約相關規定辦理登記。

(a) The Investment Manager shall segregate the Fund Assets from the assets of the Investment Manager and the Investment Manager's other customers. The Investment Manager shall also establish accounts and sub-accounts in accordance with the class and series of the Bureau's investments (or as otherwise requested by the Bureau). The Investment Manager shall manage the Fund Assets separately from the fund assets entrusted to the Investment Manager by the Bureau under other investment agreements, and segregate the Fund Assets and such other fund assets in separate accounts. No transfer between the two shall occur without prior written consent from the Bureau. If the securities purchased by means of Fund Assets by the Investment Manager are registered securities, such securities shall be registered in name of the Labor Pension Fund or the Bureau. However, for the investment in foreign securities, the securities shall be registered in accordance with the relevant foreign laws and foreign custody agreement.

(b) 於乙方遵守投資方針之前提下，甲方賦予乙方下列權限：乙方得作為甲方之代理人並得以甲方之名義，依據投資方針（甲方得隨時依據本契約修改投資方針）為受託基金進行管理與投資，或以受託基金資產或其收益從事投資或再投資。乙方並有權依其決定，以合理之條件儲存受託基金資產中任何尚未投資之部分。

(b) Subject to the Investment Manager's compliance with the Investment Guidelines, the Bureau grants the Investment Manager the following power: the Investment Manager may manage the Fund and make investments for the Fund, or otherwise to invest or reinvest the Fund Assets or otherwise to invest or reinvest the proceeds in respect thereof, on the Bureau's behalf and as the Bureau's agent, and subject to Investment Guidelines as the same may from time to time be modified by the Bureau in accordance with this Agreement. The Investment Manager is further authorized, at the Investment Manager's discretion, to make deposits on reasonable terms any uninvested part of the Fund Assets.

(c) 本契約之委託經營額度為 3 億美元整。甲方得依其需求或市場判斷，於委託經營額度內陸續撥付乙方，甲方並無於委託期間內將委託經營額度全數撥足之義務。本契約存續期間內，委託經營額度如有增加時，管理費率得由雙方另行議價。

(c) The Mandate Amount under this Agreement is 300 million USD. The Bureau may transfer Fund Assets to the Investment Manager in several installments within the Mandate Amount according to its needs or judgment of market conditions. The Bureau has no obligation to transfer the whole Mandate Amount within the mandate period. In the event that the Mandate Amount increases during the term of this Agreement, the parties may separately negotiate the management fee rate.

(d) 甲方於本契約存續期間內，得隨時以十日以上之事前書面通知，要求將全部或部分之受託基金資產返還予甲方。

(d) During the term of this Agreement, the Bureau may, upon at least ten (10) days prior written notice, require the return of all or any portion of the Fund Assets to the Bureau.

(e) 為避免疑義，縱使本契約中有任何其他相反之約定內容，甲方仍為受託基金資產之唯一所有權人。

(e) For the avoidance of doubt, notwithstanding anything to the contrary herein, the Investment Manager agrees that the Bureau shall be the sole owner of the Fund Assets.

5. <u>乙方受託權限範圍</u>

5. <u>EXERCISE OF DISCRETION</u>

乙方行使甲方所賦予之權限，為甲方之利益做成投資決定。甲方及乙方同意並認知下列事項：

The Investment Manager exercises the discretion as authorized by the Bureau to make investment decisions in the Bureau's interest alone. The Bureau and the Investment Manager agree and acknowledge that:

(a) 乙方不擔保受託基金之獲利，且乙方對於受託基金任何之損失、價值減損或損失不負責任，除非該等減損或損失係可歸責於乙方或其關係人或渠等之經理人、員工或受任人之故意、過失或詐欺行為。

(a) No warranty is given by the Investment Manager as to the profitability of the Fund and that the Investment Manager will not be responsible for any loss or

decline or loss in value of any part of the Fund, unless such decline or loss is attributable to negligent, willful or fraudulent conducts of the Investment Manager or its Related Parties, or their officers, employees or appointees.

(b) 乙方之一切作為應以受託基金之最大利益為考量，且乙方應以有信譽與經驗之專業基金管理人所應具備之注意義務及技術履行本契約之義務。

(b) The Investment Manager shall at all times act in the best interest of the Fund and shall use such due diligence, care and skill as a reputable and experienced professional fund manager would in discharging its duties under this Agreement.

(c) 乙方得代表乙方其他客戶買賣資產，即使該等資產與受託基金所買賣之資產類似，且乙方毋須另外對稅捐主管機關或其他主管機關陳報甲方對任何資產所持有之特定部位，但該等稅捐主管機關或其他主管機關以書面通知要求甲方為之者，不在此限。

(c) The Investment Manager may be engaged in purchasing or selling, on behalf of the Investment Manager's other customers, assets similar to those comprised in or otherwise purchased or sold for the Fund, and is not obliged to identify separately to any relevant taxation or other authorities the Bureau's particular position in any assets other than as required by such taxation or other authorities in writing after notification to the Bureau of the requirement for such identification.

(d) 乙方或其關係人對特定有價證券已持有多頭或空頭部位，或曾就該等有價證券給予發行人或其他相關之人諮詢意見，乙方仍得以受託基金投資該等有價證券。惟於做成取得或處分某一有價證券之任何部位之決定前，本案團隊成員應先確認是否已有任何一位本案團隊成員對其任何客戶就該有價證券提出相反之建議。前述相反之建議，不限於相同類別策略之投資建議，且應以本案團隊對受託基金之建議為基準，判斷任何一位本案團隊成員是否曾對不限於乙方或其關係人之任何客戶提出相反之建議。若有該等相反之建議存在，則乙方應於取得或處分該等部位時，敘明理由，作成紀錄，並應由乙方之稽核人員列入業務查核範圍。

(d) The Fund Assets may contain securities where the Investment Manager or its Related Parties has a pre-existing long or short position in such securities or has given advice to the issuer or any other person in connection with such securities; provided that, prior to making an investment decision to acquire or dispose any position in a security, the Team Members shall first determine

whether any of the Team Members has made an opposite recommendation to one or more of its other clients in the same security. The aforementioned "opposite recommendation" is not limited to the recommendation in the same type of investment strategy. This also refers to whether any of the Team Members has made an opposite recommendation to any clients, including but not limited to clients of the Investment Manager or its Related Parties, with respect to the recommendation made by the Team to the Fund. In the event that such opposite recommendation exists, the Investment Manager shall, upon such acquisition or disposal, make a record and explanation thereof and the Investment Manager's auditing personnel shall include such record(s) for its internal control purposes.

(e) 乙方不得以受託基金進行借款、借入有價證券、以融資方式取得或借出受託基金資產或以受託基金資產提供借款或作為借款擔保；除雙方另以書面約定外，乙方不得以受託基金借出有價證券或於受託基金資產上設定任何負擔。

(e) The Investment Manager shall not borrow money or borrow securities on behalf of the Fund, acquire or lend Fund Assets on margin or use the Fund Assets to provide loans or guarantee for loans; except for written agreement by both parties, the Investment Manager shall not lend securities on behalf of the Fund or establish any encumbrances on the Fund Assets.

(f) 非經甲方之事前同意，乙方不得進行任何將導致受託基金資產短絀部位發生之交易，但因交割所造成之偶然且有限之短絀部位，不在此限。

(f) Without the express prior consent of the Bureau, the Investment Manager shall not enter into any transaction that would result in an overdraft position of the Fund Assets, except for occasional and limited overdraft position caused by settlement.

6. <u>保管機構</u>

6. <u>CUSTODIAN</u>

(a) 受託基金資產之保管、買賣交割及帳務處理等保管服務將由保管機構提供，並以甲方與保管機構所簽署之契約為準據。

(a) The custodian services such as custody, transaction settlement and account administration in connection with the Fund Assets will be provided by the Custodian and will be subject to terms and conditions as agreed between the Bureau and the Custodian pursuant to a separate agreement.

(b) 保管機構有下列情事之一者，乙方應於知悉時立即通知甲方：

(b) The Investment Manager shall promptly notify the Bureau upon its knowledge of any of the following events with respect to the Custodian:

(i) 乙方認為保管機構有違反其對甲方之忠實義務之行為或有違反之虞者。

(i) The Investment Manager believes that the Custodian has taken an action that is or may be in violation of its fiduciary duty owed to the Bureau.

(ii) 乙方認為保管機構違反其所在地或投資交易市場之適用相關法律或證券法令或有違反之虞者。

(ii) The Investment Manager believes that the Custodian is, or is likely to be, in violation of applicable local laws and securities regulations or those of the invested market(s).

(c) 甲方得隨時更換保管機構，但應於六十日前以書面通知乙方。

(c) The Bureau may replace the Custodian at any time, provided that the Bureau shall give sixty (60) days prior written notice to the Investment Manager.

(d) 甲方得委任代理人針對受託基金資產辦理有價證券出借代理業務，並以甲方與該代理人所簽署之契約為準據。

(d) The Bureau may appoint an agent to conduct the securities lending agency business for the Fund Assets, subjected to terms and conditions as agreed between the Bureau and the agent pursuant to a separate agreement.

7. 帳戶設立

7. ESTABLISHMENT OF ACCOUNTS

(a) 乙方認知，保管機構將以新制勞工退休基金或甲方之名義分別開立資產帳戶及現金帳戶。在乙方遵守本契約條款之前提下，甲方授權乙方得代表甲方就該等帳戶給予保管機構為交割及結算作業之指示。帳戶之幣別，將採受託基金帳戶之貨幣或甲方另行指示之其他貨幣；

(a) The Investment Manager acknowledges that the asset accounts and cash accounts will be opened and maintained in the name of the Labor Pension Fund or the Bureau with the Custodian. Subject to the Investment Manager's compliance with the terms and conditions hereunder, the Bureau authorizes the Investment Manager to give the Custodian instructions of settlement and clearance regarding such accounts on behalf of the Bureau. Accounts will be

maintained in the currency of account of the Fund or in such other currencies as may be required by the Bureau from time to time.

(b) 利息款項、股利及退稅將計入依前項規定開立之現金帳戶，及併入受託基金資產範圍，由乙方依本契約進行管理。除非雙方另行約定，乙方並無義務申請任何相關稅項抵免或類似主張，惟乙方將提供一切合理之協助予保管機構，俾其申請稅項抵免或類似主張。

(b) Interest payments, dividends and tax refunds, where applicable, will be credited to the appropriate cash account(s) opened pursuant to the preceding paragraph and become part of the Fund Assets, which shall be managed by the Investment Manager in accordance with the Agreement. The Investment Manager will not be responsible for applying for any relevant tax credits or similar claims, unless otherwise agreed by the parties. Provided however, that the Investment Manager will provide all reasonable assistance to the Custodian in applying for any tax credits or similar claims.

8. 不符投資方針所定交易之處理

8. HANDLING TRANSACTIONS INCONSISTENT WITH THE INVESTMENT GUIDELINES

(a) 就乙方與其交易對象之成交內容所出具之交割及結算作業指示，保管機構於檢視後，若認乙方有不符投資方針所定交易或有爭議時，將於知悉時以書面或電子傳輸方式出具不符投資方針所定交易通知書予甲方及乙方，並載明不符投資方針所定交易之事實、理由與細節。

(a) The Custodian will examine the settlement and clearing instructions given by the Investment Manager with respect to the transactions between the Investment Manager and its trading counterparties. In circumstances where the Custodian determines that there is a transaction inconsistent with the Investment Guidelines by the Investment Manager or there is a dispute over such transaction, the Custodian will issue a transaction inconsistent with the Investment Guidelines notice in writing or by electronic transmission, stating clearly the facts, reasons and details of such transaction which is inconsistent with the Investment Guidelines, to the Bureau and the Investment Manager.

(b) 乙方收受保管機構出具之不符投資方針所定交易通知書後，除依當時市場之流動性因素而無法買進或賣出或相當難以買進或賣出外，應於三十個乙方營業日內將不符投資方針所定交易買進或賣出之款券為相反之賣出或買進沖銷處理；或儘快作出相應補救行為以使甲方及受託資產免受損失，猶如有關不符投資方針所定交易從未發生，並結算損益，乙方

完成所有損益結算之當日為「損益結算日」。結算損益若為正數者，所得淨利益歸甲方，若結算損益為負數者，所生損失及相關費用由乙方負擔。乙方應於損益結算日後三十個營業日內將淨利益或應補足損失及相關費用之金額歸入甲方於保管機構為受託資產開立之帳戶。乙方並應將不符投資方針所定交易之處理結果於完成賠付入帳後五個乙方營業日內以書面通知甲方及保管機構，並應於當月報表中揭露不符投資方針所定交易事項及處理結果。乙方就不符投資方針所生之交易賠償損失是否依甲方所定時限進行賠付，將納為甲方續約與否、增加或減少委託經營額度之考量項目。

(b) Upon the receipt of the transaction inconsistent with the Investment Guidelines notice from Custodian, unless the applicable sale or purchase is infeasible or extremely difficult due to the liquidity in the market at that time, the Investment Manager shall conduct opposite sale or purchase to offset the funds and securities purchased or sold via such transaction which is inconsistent with the Investment Guidelines within thirty (30) business days of Investment Manager or immediately take any corresponding remediable act to prevent any loss of the Bureau and Fund being incurred as if the transaction inconsistent with the Investment Guidelines had never happened. The Investment Manager shall also settle the profits and loss arising therefrom. The date when the Investment Manager completes all the profit and loss settlement is the "Settlement Date". All net profits arising therefrom shall belong to the Bureau in the event the result of settlement is positive, while the Investment Manager is liable for the loss and related expenses arising therefrom in the event the result of settlement is negative. The Investment Manager shall be responsible for depositing net profits or making up any deficiency arising from the loss and related expenses as aforesaid into the account which is opened for Fund Assets with Custodian by the Bureau within thirty (30) business days from the Settlement Date. After completing the handling of the transaction inconsistent with the Investment Guidelines and the compensation for the losses, the Investment Manager shall notify the Bureau and Custodian in writing in regard to the handling results of the transaction inconsistent with the Investment Guidelines within five (5) business days of Investment Manager and disclose the facts and handling results of such transaction in the monthly statement of the applicable month. Whether the Investment Manager compensates the Bureau for the losses due to its inconsistency with the Investment Guideline in accordance with the time limit set by the Bureau will be an item to be considered when the Bureau determines whether to renew the contract and whether to increase or decrease

the Mandate Amount.

(c) 乙方與保管機構就是否發生不符投資方針所定交易有爭議時，乙方應按保管機構出具之不符投資方針所定交易通知書所示內容辦理，嗣後如經甲方確認為乙方或保管機構之過失，乙方或保管機構應賠償甲方所受損害及因交易支出之全部費用。

(c) In the event the Investment Manager and Custodian have a dispute over whether a transaction is inconsistent with the Investment Guidelines, the Investment Manager shall act in accordance with the contents of the transaction inconsistent with the Investment Guidelines notice issued by Custodian. In the event that it is subsequently confirmed by the Bureau that the Investment Manager or the Custodian is negligent, the Investment Manager or the Custodian shall compensate the Bureau for all damages incurred and all expenses related to the transactions.

(d) 為避免疑義，乙方所為之任何交易若於做成當時係符合投資方針，卻因嗣後市場變動之因素而不符投資方針者，則該等交易不得論為不符投資方針所定交易，亦不適用前述(c)項之規定。於發現此種被動導致不符投資方針之情形中，乙方應於投資方針所要求之範圍及期限內，採取合理可行之行動，俾使受託基金再度符合投資方針，否則甲方得要求乙方賠償其損失。

(d) For the avoidance of doubt, if any transaction made by the Investment Manager is in compliance with the Investment Guidelines at the time of being conducted but subsequently becomes inconsistent with the Investment Guidelines due to market change, such transaction shall not be construed as the transaction inconsistent with the Investment Guidelines, nor shall subsection (c) above apply thereto. In the case of detection of such passive breaches of the Investment Guidelines, the Investment Manager shall, pursuant to the extent and deadline required by the Investment Guidelines, take such action as is reasonably possible to bring the Fund back into compliance with the Investment Guidelines or the Bureau may claim against the Investment Manager for any damages arising therefrom.

9. <u>報告義務</u>

9. <u>REPORTING</u>

(a) 若甲方允許乙方從事衍生性金融商品交易，乙方應每日將受託基金從事衍生性金融商品交易情況，通知保管機構，以利稽核作業之進行。

(a) Where the Investment Manager is allowed by the Bureau to trade derivatives, the Investment Manager shall make daily report to the Custodian the derivatives transactions of the Fund in order to facilitate the audit and review.

(b) 乙方應提供甲方下列文件之中英文版本（但依乙方合理之請求並經甲方同意無須自英文翻譯成中文者，不在此限），並應依下列規定於時效截止前以電子傳輸方式傳輸資料。惟倘甲方業務需要，仍得請乙方提供紙本書面報告及/或光碟，而乙方應自甲方通知 7 個營業日內交付之。乙方並應提供甲方所合理請求之其他有關受託基金資產之其他報告與資料。

(b) The Investment Manager shall provide to the Bureau the following information in writing in both English and Chinese (unless otherwise agreed by the Bureau, upon the reasonable request by the Investment Manager) in electronic form prior to the deadlines as prescribed in the following. However, the Bureau may request the Investment Manager to provide the same in a written report and/or optical disk for its business needs, and the Investment Manager shall provide it within seven (7) business days. The Investment Manager shall also provide other reports and materials relating to the Fund Assets as per the Bureau's reasonable request.

(i) 每月終了日後十個乙方營業日內：每月受託基金之內容與評價之報表（包含受託基金資產之交易紀錄、資產明細及異動、投資損益、依投資方針計算之受託基金資產淨值及報酬率以及其他投資明細），且須採用有公信力之報價資訊；

(i) Within ten (10) business days of the Investment Manager after the end of each month: Monthly statements of the contents and valuation of the Fund (including transaction records of the Fund Assets, details of asset holdings and any changes thereof, investment profits and losses, net value and rate of return of the Fund Assets calculated in accordance with the Investment Guidelines and other details of investments) using reputable quoted sources;

(ii) 每月終了日後十五個乙方營業日內：每月資產組合報告以及其分項細目（包含計算其受託基金中有價證券之績效，並應與選定之指標進行比較），以及乙方針對與此月份期間內之活動有關之投資分析、策略、執行、及監督之報告；

(ii) Within fifteen (15) business days of the Investment Manager after the end of each month: Monthly portfolio reports and breakdowns (including the calculation of the performance of the securities held by

the Fund against the agreed benchmarks) together with the Investment Manager's report of its investment analyses, strategies, execution and monitoring with respect to activities in such monthly period;

(iii) 若甲方允許從事衍生性金融商品交易者，乙方應於每月終了日後十五個乙方營業日內提供投資於衍生性金融商品之報告，說明交易目的、交易明細、投資績效及風險評估（此項關於衍生性金融商品之報告得併入前述(ii)之月報而無須單獨出具）；

(iii) Where transaction in derivatives is allowed by the Bureau, the Investment Manager shall provide a report of investment in derivatives within fifteen (15) business days of the Investment Manager after the end of each month, indicating transaction purpose, transaction details, investment performance and risk assessment (such report on derivatives may be consolidated into the monthly report in subsection (ii) above and need not be issued separately);

(iv) 每季終了日後十五個乙方營業日內：每季資產組合報告以及其分項細目（包含季終資產評價明細表及季損益報告表），以及計算其受託基金中有價證券之績效，並應與選定之指標進行比較；

(iv) Within fifteen (15) business days of the Investment Manager after the end of each applicable Quarter: Quarterly portfolio reports and breakdowns (including a quarterly statement of asset details and valuations and statement of earnings) and the calculation of the performance of the securities held by the Fund against the agreed benchmarks;

(v) 每年終了日後十五個乙方營業日內：每年資產組合報告及其分項細目（包含年終資產評價明細表及年損益報告表），以及計算其受託基金中有價證券之績效，並應與選定之指標進行比較；

(v) Within fifteen (15) business days of the Investment Manager after the end of each year: Annual portfolio reports and breakdowns (including an annual statement of asset details and valuations and statement of earnings) and the calculation of the performance of the securities held by the Fund against the agreed benchmarks;

(vi) 乙方應每年定期告知甲方下列資訊：就受託基金資產支付予證券經紀商之佣金與手續費、簽訂 soft dollar 契約之交易對象名單以及就 soft dollar 契約之簡短描述（包含所提供之產品及服務）；

(vi) On an annual basis, the Investment Manager shall notify the Bureau of the following: The amount of commissions and administrative fees paid to brokerage firms relating to the Fund Assets, the list of contractor(s) of soft dollar arrangements and a brief description of soft dollar arrangements (including the services and the deliverables provided in connection therewith);

(vii) 若乙方知悉有任何進行中或已完成之投資交易，不符或可能不符投資方針之交易，則應就該等事宜立即以電話及電子郵件通知甲方及保管機構；

(vii) Immediate notice to the Bureau and the Custodian by phone and email upon the Investment Manager's becoming aware that any transaction has been initiated and/or completed that is or may be inconsistent with the Investment Guidelines;

(viii) 其他應甲方要求說明運用受託基金資產或辦理委託投資業務之情形。

(viii) Any other information required by the Bureau regarding the status of the investment of the Fund Assets and the business of investment management.

(c) 乙方就受託基金資產價值按月、按季及按年之報告應先與保管機構核對，並同時表達各科目以原幣別及美金表示之金額。

(c) The Investment Manager's reporting of the value of Fund Assets in any monthly, quarterly or annual reports shall be reconciled with the Custodian, with values of each item being separately reported in USD, and in the original currency.

(d) 乙方經營受託基金應採獨立之會計處理，並應依本契約之規定製作相關會計報表；乙方應依甲方隨時之要求，將會計報表及相關文件提供甲方審閱。甲方得以書面或其他經雙方約定之方式查詢並取得與甲方或受託基金資產有關之乙方帳冊。乙方接受查詢時，應先行查證確係甲方之代表，始得提供所詢資料，並應填具查詢紀錄留存。

(d) The Investment Manager shall adopt independent accounting treatments in managing the Fund and shall prepare relevant accounting statements as required hereunder. Upon the Bureau's request from time to time, the Investment Manager shall also provide the accounting statements and relevant documents for the Bureau's review. The Bureau shall have the right to inspect

and obtain the Investment Manager's books and records in relation to the Bureau and the Fund Assets, whether in writing or by other methods as agreed between the parties. In the course of such inspection, the Investment Manager shall first verify the identity of the Bureau's representative conducting such inspection prior to providing information to such representative, and shall keep a record of the inspection proceedings.

(e) 於每季終了日後三十個乙方營業日內或配合甲方之要求，乙方應責成其投資經理人親自會晤甲方、或透過視訊會議向甲方簡報、或逕交付書面資料供甲方審查。乙方應提供甲方有關受託基金資產之投資情形、其價值與預估及其他甲方請求之相關資訊之中英文版本簡報。甲方要求乙方就受託基金資產相關事項提出說明時，乙方應依甲方要求以書面回覆。乙方應提供甲方其有關受託基金資產之投資策略與建議，包括處分與資產配置等之建議。

(e) Either within thirty (30) business days of the Investment Manager after the end of each Quarter or on demand by the Bureau, the Investment Manager shall request its investment managers to report to the Bureau in-person, make a presentation via video conference, or deliver a written report to the Bureau. The Investment Manager shall provide the Bureau with Chinese and English version of presentation with respect to the status of the investment of the Fund Assets, the valuation and expectations thereof, and any other related information as requested by the Bureau. If the Bureau has any inquires related to the Fund Assets, the Investment Manager shall reply in writing as required by the Bureau. The Investment Manager shall advise and provide to the Bureau its investment strategy and proposals with respect to the Fund Assets, including proposals for divestment, asset allocation, etc.

(f) 於受託期間有下列情事之一者，乙方應立即以書面通知甲方：

(f) Upon the occurrence of any of the following events during the term of mandate, the Investment Manager shall promptly notify the Bureau in writing:

(i) 本案主要團隊成員之異動。

(i) Any change of the main Team Members.

(ii) 乙方有違反相關法令或受各國主管機關調查或懲處之情形者。

(ii) The Investment Manager's violation of applicable laws, or the investigation or receiving sanction by regulatory authorities of any jurisdiction.

(iii) 任何甲方認為可能會就受託基金資產產生重大影響之事件或訴訟。

(iii) Any event or litigation which could have a material impact on the Fund Assets in the Bureau's point of view.

(iv) 乙方之主營業處所或在台灣服務團隊之營業處所變更。

(iv) Any change in the Investment Manager's principal business location or the location of the office of the local service team in Taiwan;

(v) 乙方或台灣服務團隊所登記之營業名稱變更，或重大組織變更（包括但不限於併購、分割或經營權之變更等）。

(v) Any change of the registered name, or material change in organization of the Investment Manager or local servicing team in Taiwan (including but not limited to, merger, acquisition, division or change of control).

(vi) 其他依相關法令或本契約規定應通知之事項。

(vi) Any other notices required by applicable laws or pursuant to this Agreement.

(vii) 乙方受託運用委託資產，如發現有任何不當干涉、操縱、指示其運用或其他有損委託資產利益之情事者（包括但不限於甲乙雙方人員或第三人之行為）。

(vii) If the Investment Manager when using Fund Assets detects any inappropriate interference, manipulation, instruction of investment or other circumstances (including but not limited to the behavior of the personnel of both parties or third party) that is detrimental to the interests of Fund Assets.

(g) 乙方應依甲方提供格式說明運用受託基金資產或辦理投資業務情形。

(g) The Investment Manager shall explain the status of its use of the Fund Assets and management of the investment business in the forms provided by the Bureau.

10. <u>股東權益之行使</u>

10. <u>EXERCISE OF SHAREHOLDER'S RIGHTS</u>

(a) 甲方同意，乙方得依其專業判斷與當地相關法令規定，代表甲方行使任何優先認購權、有償認購權、轉換或其他類似權利。

(a) The Bureau agrees that the Investment Manager shall have discretion to

exercise any right of pre-emption, subscription with consideration, convertible or other similar rights on behalf of the Bureau in accordance with the Investment Manager's professional judgment and in accordance with applicable local laws and regulations.

(b) 甲方同意，乙方得依其針對市場規範與成本效益之專業判斷，代表甲方行使任何投票權、否決權或其他類似權利。

(b) The Bureau agrees that the Investment Manager shall have the discretion to exercise any right of voting, veto or other similar rights on behalf of the Bureau in accordance with the Investment Manager's professional judgment with respect to industry norms and the costs and benefits thereof.

11. 投資方針之修改

11. MODIFICATION OF INVESTMENT GUIDELINES

甲方得隨時以書面通知乙方修改投資方針，乙方皆應遵守，不得異議。該等修改後之版本將依通知上所定之期間生效，但僅對乙方其後所為之交易生效。

The Bureau may modify the Investment Guidelines by sending a revised version in writing to Investment Manager from time to time and the Investment Manager shall comply with such modifications without any objection. Such revised version shall be effective in accordance with the period specified on the notice, but it is only effective to transactions made or entered into thereafter by the Investment Manager.

12. 管理報酬

12. MANAGEMENT FEES

乙方之報酬應依據本契約附件三計算（乙方之報酬應包含依本契約規定所提供之服務之所有費用）。

The Investment Manager's fee shall be calculated in accordance with Schedule III hereof (such fee shall include all fees of services provided hereunder).

13. 契約之解除及終止

13. RESCISSION AND TERMINATION

(a) 於第一次實際撥存委託經營額度至保管機構之日前，甲方有權解除本契約。

(a) The Bureau shall have the right to rescind this Agreement prior to the date it first transfers the Mandate Amount to the Custodian.

(b) 甲方有權隨時以對乙方之三十日以上之事前書面通知終止本契約，惟並不影響於該終止日之前未完成交易之完成，以及依本契約按比例應付費用之支付。乙方得以六十日以上之事前書面通知或依主管機關之要求以立即之通知終止本契約。

(b) The Bureau is entitled to terminate this Agreement at any time by giving the Investment Manager at least thirty (30) days' written notice in advance, but the termination shall not affect the closing of outstanding transactions and payment of the fees payable hereunder pro-rata to the date of termination. The Investment Manager may terminate this Agreement by giving at least sixty (60) days' notice in writing in advance or by immediate notice if so required by any competent regulatory authority.

(c) 若乙方破產或無清償能力，或者乙方因任何理由無法繼續擔任受託機構者，則甲方有權立即終止本契約。

(c) If the Investment Manager becomes bankrupt or insolvent, or if the Investment Manager can no longer be an investment manager for whatever reason, the Bureau is entitled to terminate this Agreement immediately.

(d) 本契約終止或到期後，(1)除甲方另以書面指示外，乙方應立即停止一切投資相關活動，惟就於終止或到期前已開始之交易而與保管機構所共同進行之清算活動不在此限；且(2)乙方應依甲方之書面指示辦理受託基金資產返還之相關事宜。

(d) Upon termination or expiration of this Agreement, (1) unless otherwise specified by the Bureau in writing, the Investment Manager shall immediately cease all investment-related activities, except for settlement activities conducted with the Custodian for transactions initiated prior to such termination or expiration; and (2) the Investment Manager shall deal with matters in connection with the returning of the Fund Assets as per the Bureau's written instructions.

(e) 有下列情事之一者，甲方得於知悉時立即以書面通知乙方立即改善、補償或為必要之處置、或收回部分或全部受託基金資產；有下列情事之一且情節重大者（由甲方認定之）或乙方未立即改善或為必要之處置者，甲方並得以書面通知乙方終止本契約；於下列 (i)至(iii)之任一情形，甲方並得就其因此所受之損害向乙方請求損害賠償：

(e) In the event of the occurrence of any of the following, the Bureau may immediately request the Investment Manager to make immediate remedy or to take necessary measures or retrieve part or whole of the Fund Assets upon

written notice to the Investment Manager; in addition, in the event of the occurrence of any of the following and which is considered material by the Bureau at its sole discretion, or the Investment Manager does not make immediate remedy or to take necessary measures, the Bureau may terminate this Agreement by written notice to the Investment Manager. In the event of any of the circumstances from (i) to (iii) in the following, the Bureau may also claim against the Investment Manager for any damages arising therefrom:

(i) 乙方未盡善良管理人注意義務或忠實義務。

(i) The Investment Manager fails to exercise reasonable care of a prudent person or fails to meet its fiduciary duty.

(ii) 乙方違反相關法令遭我國或外國主管機關警告或處罰者。

(ii) The Investment Manager is in violation of relevant laws and regulations and as a result is warned or sanctioned by the competent authorities of the Republic of China or another country.

(iii) 乙方違反本契約約定者。

(iii) The Investment Manager is in breach of this Agreement.

(iv) 每年定期檢討評估乙方之經營績效未達受託基金法定保證收益，或甲方指定市場常用衡量指標或收益率者。

(iv) The Investment Manager's performance as determined by the annual regular evaluation fails to achieve the statutory guaranteed return of the Fund or the return of benchmark or return rate as designated by the Bureau which is commonly used in the market.

(f) 針對與甲方以及受託基金資產有關之一切書面資料與報告，乙方應留存適當之憑證、紀錄與帳冊，包括受託基金資產之交易紀錄、財務報表與估價，並於本契約終止或到期後留存該等紀錄與帳冊至少十年以上，並依甲方之要求提供該等資料予甲方。

(f) The Investment Manager shall maintain adequate records and accounts of all written materials and reports related to the Bureau and the Fund Assets, including vouchers, transaction records, financial statements and valuations of the Fund Assets, and retain such records and accounts for not less than ten (10) years after any termination or expiration hereof, and shall provide such materials to the Bureau upon the Bureau's request.

(g) 於本契約有效期間內以及其終止或到期後之十二個月內，乙方應允許甲

方及其授權代表，以甲方自身之費用於正常營業時間內以查核之目的進入乙方之營業處所並檢閱與甲方之帳戶有關之帳冊或紀錄，惟甲方應於進行該等查核之至少二十四小時前向乙方提供事前書面通知。

(g) During the term of this Agreement and twelve (12) months after any termination or expiration of this Agreement, the Investment Manager shall permit the Bureau and its authorized representatives to access the Investment Manager's premises and review its books and records related to the Bureau's accounts during normal business hours for inspection and audit purposes, at the Bureau's expense, provided that the Bureau shall provide at least twenty-four (24) hours' written notice in advance.

14. 違約及責任

14. DEFAULT AND LIABILITY

(a) 若乙方或其關係人或渠等之經理人、員工或受任人之任何故意、過失或詐欺行為，使甲方及/或受託基金遭受第三人求償者，乙方應負責賠償之。若乙方將受託基金資產用於以下投資項目以外者，將依「勞工退休金條例」第 45 條規定，處新台幣二百萬元以上一千萬元以下罰鍰，並應於甲方所定期限內附加利息歸還：

(i) 存放於金融機構；

(ii) 上市、上櫃或私募之權益證券及其衍生性金融商品；

(iii) 上市、上櫃或私募之債務證券及其衍生性金融商品；

(iv) 公開募集或私募之基金受益憑證、基金股份或基金投資單位；

(v) 商品現貨及其衍生性金融商品；

(vi) 不動產、不動產投資信託或資產信託受益證券及其衍生性金融商品；

(vii) 其他衍生性金融商品；

(viii) 有價證券出借交易；及

(ix) 其他經甲方報請主管機關核准有利受託基金收益之運用項目。

前開法令嗣後如有修改，則將依修改後之規定處置。此外，若乙方不符投資方針或相關法令並造成受託基金及/或甲方之損害者，乙方應負損害賠償責任，且若甲方認為金錢賠償無法適當彌補時，則乙方應依甲方之進一步指示修正該等違法或違約之情事，以符合法令及本契約之規定。惟無論乙方是否為事後改正之行為，皆無從減免其就先前造成甲方損害

所應負擔之損害賠償責任，併予敘明。

(a) If any third party claims against the Bureau and/or the Fund for compensation, arising from or in connection with any negligence, willful misconduct or fraud on the part of the Investment Manager or its Related Parties, or their officers, employees, or appointees who, the Investment Manager shall be responsible for the compensation. If the Investment Manager appropriates the Fund Assets for purposes other than those specified as follows, pursuant to Article 45 of the Labor Pension Act, an administrative fine of no less than two million New Taiwan Dollars (NT$2,000,000) and up to ten million New Taiwan Dollars (NT$10,000,000) shall be imposed on the Investment Manager, and the Investment Manager shall return such amount together with interest accrued thereon within the time limit specified by the Bureau:

(i) Deposits in financial institutions;

(ii) Equity securities listed in a stock exchange or an over-the-counter market or issued on private placement basis and the derivatives thereof;

(iii) Debt securities listed in a stock exchange or an over-the-counter market or issued on private placement basis and the derivatives thereof;

(iv) Fund beneficiary certificates, fund shares or fund investment units publicly issued or privately placed;

(v) Spot commodities and the derivatives thereof;

(vi) Real estates, beneficiary certificates of real estate investment trusts or real estate asset trust and the derivatives thereof;

(vii) Other derivatives;

(viii) Securities lending transactions; and

(ix) Other types of investment beneficial to the return of the Fund and approved by the competent authority upon the Bureau's application.

If the aforesaid provision is subsequently revised, the revised provision shall apply. In addition, the Investment Manager shall indemnify the Bureau and/or the Fund against any direct loss or damage resulting from the Investment Manager's inconsistency with the Investment Guidelines or violation of any applicable laws and regulations, and if monetary compensation is an inadequate remedy in the view of the Bureau, the Investment Manager shall

rectify the applicable violation in accordance with the Bureau's further instructions to ensure compliance with laws and regulations and this Agreement. Nevertheless, the Investment Manager shall not be exempt from the liabilities to indemnify the Bureau and/or the Fund against any direct loss or damage resulting from its previous inconsistency with the Investment Guidelines or violation of any applicable laws and regulations, regardless of whether there is correction by the Investment Manager afterwards.

(b) 乙方依據經其合理確認為源自甲方之主管人員或授權代表之任何書面指示（包括以電子郵件或傳真所傳送者）所為之善意行為，若使其遭受任何損失、支出、損害、費用或主張者，甲方應負責賠償之，但若前述書面指示與相關法令、投資方針或市場交易實務顯有不符者，不在此限。

(b) The Bureau shall be liable to the Investment Manager for any losses, costs, damages, expenses or claims which the Investment Manager may sustain or incur as a consequence of the Investment Manager acting in good faith based on any written instructions (including those sent by email or fax) which are reasonably confirmed by the Investment Manager to be from the officers or an authorized representative of the Bureau. However, if the aforementioned written instructions are obviously inconsistent with relevant laws, regulations, the Investment Guidelines, or market practices, the foregoing sentence shall not apply.

(c) 乙方應以其自身之費用購買與其業務有關且足夠之保險，並依甲方隨時之合理要求提供該等保險之相關資訊與證明。

(c) The Investment Manager shall, at its own expense, maintain adequate insurance in relation to its business, and provide information and verification of such insurance as the Bureau at any time may reasonably require.

15. 委任投資計畫建議書

15. SERVICE PROPOSAL

乙方瞭解，甲方將以乙方申請辦理本件委任投資業務遴選時所提送之投資計畫建議書，檢視乙方有否適切辦理委任投資業務。乙方應遵照投資計畫建議書所示關於投資分析、決定、執行、檢討及內部控制等之原則與程序履行本契約所定義務。

The Investment Manager acknowledges that its Service Proposal submitted in connection with its bid for the present engagement will be used by the Bureau to review whether the Investment Manager conducts the investment management

properly. The Investment Manager shall perform its obligations hereunder in accordance with the Service Proposal, including the principles and procedures set forth therein with respect to its investment analysis, investment decision-making, investment execution, post-investment review, internal controls, etc.

16. 利益迴避

16. AVOIDANCE OF CONFLICTS OF INTEREST

(a) 乙方應責成其代表人、董事、監察人、經理人、投資經理人、受僱人及參與決定受託基金資產運用之人員，就受託基金資產，共同為甲方之利益忠實執行其職務，且不得為乙方、自己或他人謀取不法利益。前開人員如利用職務不法侵害委託資產時，應屬乙方違反善良管理人之注意義務，乙方應負損害賠償責任。乙方管理受託基金資產與其它客戶之資產，應一視同仁，避免為乙方或他人謀取利益，而對甲方採取不利之差別待遇。甲方於認定乙方對受託基金與對乙方管理之其他基金之忠實義務間是否存有利益衝突係屬必要之範圍內，乙方應提供甲方所合理要求之任何其他資訊（包含乙方所管理之其他基金之任何資訊），但乙方無義務提供任何未經第三人事先同意之第三人之機密資訊予甲方(惟因法律或主管機關之要求者，不在此限)。

(a) The Investment Manager shall and shall procure that its representatives, directors, supervisors, officers, investment managers, employees and personnel involved in management of the Fund Assets jointly for the Bureau's interests exercise due loyalty in carrying out all of their responsibilities with respect to the Fund Assets, and not derive illegal gain for themselves, the Investment Manager or any third parties. The Investment Manager is deemed to have violated the duty of care and shall be liable for all damages when any of the aforementioned persons misappropriates Fund Assets illegally in the performance of his duties. The Investment Manager shall treat the Fund Assets and the assets of its other clients equally, and shall avoid seeking benefits for itself or any other third party so as to implement differential treatment unfavorable to the Bureau. The Investment Manager shall also provide any other information, as reasonably requested by the Bureau, to the extent necessary for the Bureau to determine whether a conflict of interest exists between the Investment Manager's fiduciary duties to the Fund and the Investment Manager's other fund(s) (including any information of other funds managed by the Investment Manager); provided, however, that the Investment Manager shall not be required to provide confidential information of third parties without such third party's prior approval (except as required by laws

or competent authority).

(b) 除因不可抗力之事由或其他可歸責於甲方之事由，乙方應確保不因其與關係人、證券經紀商、其他客戶或任何第三人之往來，而使甲方於本契約之權利及利益受不利之影響。

(b) Except due to force majeure or other causes attributable to the Bureau, the Investment Manager shall ensure that its relationships with its Related Parties, securities brokers, other customers or any third parties do not impair the rights and benefits of the Bureau hereunder.

(c) 乙方應確保不因其與保管機構之關係，與其遵守對甲方之忠實義務或與其履行於本契約之義務有所利益衝突。於認定是否與甲方有利益衝突時，乙方應考量一切相關因素與事由，包含但不限於：

(c) The Investment Manager shall ensure that its relationship with the Custodian does not give rise to a conflict of interest with respect to its independent observance of its fiduciary duties to the Bureau or the performance of its obligations hereunder. The Investment Manager should consider all relevant factors or events in determining whether it has a conflict of interest regarding the Bureau, including, without limitation:

(i) 保管機構持有乙方已發行股份總數百分之十（含）以上者。

(i) The Custodian owns or has acquired ten percent (10%) or more of the outstanding shares of the Investment Manager.

(ii) 保管機構擔任乙方之董事或監察人者；或保管機構之董事或監察人（含法人所指派之代表人或代表行使職務者）擔任乙方之董事、監察人或經理人者。

(ii) The Custodian is a director or supervisor of the Investment Manager, or one or more of the Custodian's directors or supervisors (including the delegate designated by a legal person or natural person acting as a legal person's proxy) are directors, supervisors or officers of the Investment Manager.

(iii) 乙方持有保管機構已發行股份總數百分之十（含）以上者。

(iii) The Investment Manager owns or has acquired ten percent (10%) or more of the outstanding shares of the Custodian.

(iv) 乙方擔任保管機構之董事或監察人者；或乙方之董事或監察人擔任保管機構（含法人所指派之代表人或代表行使職務者）之董事、監

察人或經理人者。

(iv) The Investment Manager is a director or supervisor of the Custodian, or one or more of the Investment Manager's directors or supervisors (including the delegate designated by legal person or natural person acting as legal person's proxy) are directors, supervisors or officers of the Custodian.

(v) 乙方與保管機構間，具有其他實質控制關係者。

(v) The existence of any other de facto control relationship(s) between the Investment Manager and the Custodian.

17. 實地受訓與實地訪察

17. ON-SITE TRAINING AND ON-SITE REVIEW

本契約存續期間，乙方應提供甲方指派人員實地受訓或接受甲方代表人員進行實地訪察，其中

During the term of the Agreement, the Investment Manager shall provide the Bureau's designated personnel with on-site training or accept on-site review by the Bureau's representatives.

(a) 實地受訓部分，甲方得於本契約存續期間內派員參加乙方提供之訓練或研討會，五年內總計五人次，為期至少一週。前述之實地訓練或研討會，甲方亦得於本契約存續期間內，改要求乙方派員至甲方營業處所或以視訊方式為甲方辦理訓練，每年至少十小時。以上實地受訓皆不另外增加甲方之費用(甲方實地受訓所需之訓練費、教材費、往返機票、交通費用及食、宿之必要費用由乙方負責)。

(a) Regarding the on-site training, the Bureau during the term of the Agreement is entitled to send personnel to participate in the on-site training or workshop provided by the Investment Manager, totaling five participants over five years, with each session lasting at least one week. Regarding the aforementioned on-site training or workshop, the Bureau may alternatively request the Investment Manger to provide training on the Bureau's premises or via video conference for at least 10 hours per year. The aforementioned on-site training shall be at no additional cost to the Bureau (the Investment Manager shall be responsible for the following fees for on-site training: training fees, training materials fees, roundtrip air fare, transportation fees, and necessary fees for accommodation, and meals).

(b) 實地訪察部分，甲方得於本契約存續期間內派員至甲方指定之乙方處所，實地訪察與甲方及受託基金資產有關之文件，以及乙方之相關人員，五年總計五人次，每次為期一週，訪察所需之食、宿及機票等必要費用由甲方負責，當地交通費用則由乙方負責。若實地受訓及實地訪察同時或接續辦理，則無論實地受訓與實地訪察地點是否相同，機票等交通費用均由乙方負責。

(b) Regarding the on-site review, the Bureau during the term of the Agreement is entitled to send personnel to the Investment Manager's premises as designated by the Bureau to conduct on-site review of documents related to the Bureau and the Fund Assets, and interview related staff and personnel of the Investment Manager, totaling five people over five years, with each session lasting at least one week. The Bureau shall be responsible for the necessary fees of on-site review, including air fare tickets, meals and accommodation fees. The Investment Manager shall be responsible for local transportation fee. If the on-site training is provided concurrently or continuously with on-site review, regardless of whether or not the on-site review location is the same as the on-site training location, the Investment Manager shall be responsible for transportation fees such as air fare tickets.

(c) 甲方應於依第 17 條(a)至(b)之規定進行實地受訓或實地訪察前通知乙方。

(c) The Bureau shall provide advance notice to the Investment Manager prior to on-site training or on-site review pursuant to Section 17(a) to (b) hereof.

(d) 乙方接受甲方派員之實地訪察時，應先行查證確係甲方代表人員所為之訪察，並應就其訪察留存紀錄。

(d) Prior to providing access to any person purporting to be the Bureau's representative, the Investment Manager shall first verify the identity of such person, and shall maintain record of such persons' visits.

18. <u>經紀商及其他交易對象</u>

18. <u>BROKERAGE FIRMS AND OTHER CONTRACTORS</u>

(a) 乙方應依善良管理人之注意義務，就受託基金資產選任其經紀商、受任人或交易對象（以下稱「交易對象」），並監督該等交易對象之活動；如發現其有不當之行為時，乙方並應終止與其之關係。

(a) The Investment Manager shall select its brokerage firms, nominees and contractors related to the Fund Assets (hereafter, the "Contractor(s)"), and supervise the activities of such Contractors, with due care and diligence, and

shall terminate any such Contractor in the event the Investment Manager discovers inappropriate conduct being engaged by such Contractors.

(b) 如乙方已依第 18 條(a)之規定，依善良管理人之注意義務選任並監督交易對象，則乙方僅就交易對象之選任監督，負其責任。就交易對象於提供服務時因故意或過失之行為所致甲方之損害，乙方仍應盡全力並採取一切必要之行為向該等交易對象追償，或為其他為維護甲方利益於訴訟上或訴訟外之必要行為，此自亦包含必要之訴訟行為。其因追償所生之費用由甲方負擔，惟若起訴對甲方有利且為必要，乙方應有義務主動告知甲方，事先取得甲方同意。惟乙方違反第 18 條(a)規定之選任及監督義務，或交易對象係屬乙方之關係人時，則就該交易對象於提供服務時因故意或過失之行為所致甲方之損害，乙方應對甲方所受損害負連帶賠償責任。

(b) In the event that the Investment Manager selects and supervises a Contractor with due care and diligence in accordance with Section 18(a), the Investment Manager shall be liable only for its selection of the Contractor and for its supervision of the Contractor. With respect to damages incurred by the Bureau resulting from the Contractor's willful misconduct or negligence in providing services, the Investment Manager shall use its best efforts and adopt any necessary actions to seek indemnification from the Contractor or take other necessary actions for litigation or non-litigation (including any necessary act of litigation) to safeguard the interests of the Bureau. The costs of seeking such indemnification shall be borne by the Bureau. Nevertheless, if bringing a lawsuit is advantageous and necessary to the Bureau, the Investment Manager shall be obliged to inform the Bureau proactively and gain the Bureau's prior consent before bringing a lawsuit. In the event that the Investment Manager is in breach of its selection and supervision duties set forth in Section 18(a) or in the event that a Contractor is a Related Party of the Investment Manager, and the Bureau has suffered losses caused by such Contractor's willful misconduct or negligence, the Investment Manager shall be jointly and severally liable to the Bureau for any and all losses of the Bureau arising therefrom.

(c) 乙方應於接受甲方委任後及每日曆年度終了日後，向甲方告知其選任及實際往來之證券經紀商名單；證券經紀商如為乙方之關係人，應揭露彼此之關係（例如其相互持股比率）。

(c) The Investment Manager shall, after accepting the Bureau's engagement and after the end of each calendar year, disclose to the Bureau a list of its selected

and actively engaged securities brokerage firms. In the event that the securities brokerage firm is a Related Parties of the Investment Manager, the Investment Manager shall notify the nature and extent of its relationship with the securities brokerage firm (e.g., the cross-shareholding ratios).

(d) 乙方選任證券經紀商與分配下單券商之計畫與準則及遴選衍生性金融商品交易對象之條件，應載於投資計畫建議書。該等計畫及準則其後有變更者，應立即通知甲方。

(d) The Investment Manager shall disclose in Service Proposal its plan and guidelines for the selection of its securities brokerage firms, for allocation of amounts to the respective orders placed through such securities firms, and the conditions for the selection of derivatives Contractor(s). Changes in such plan and guidelines shall be promptly communicated to the Bureau.

(e) 若乙方就其其他客戶或帳戶所支付之仲介報酬或相關第三人費用之金額低於乙方就受託基金所支付之相對應費用金額，或乙方取得相關之退款優惠或其他利益，且乙方之該等其他客戶或帳戶與受託基金具有類似之規模時，則乙方茲同意盡其最大之努力為受託基金獲取相同之利益。

(e) In the event that the pricing for broker commissions and related third party expenses incurred by the Investment Manager for one or more of its other customers or accounts are lower than the corresponding pricing and expenses incurred by the Investment Manager for the Fund, or in the event that the Investment Manager otherwise obtains favorable rebates or benefits in relation thereto, and the Investment Manager's such other customers or accounts are of a similar size as the Fund, the Investment Manager hereby agrees to use its best efforts to procure the same benefits for the Fund.

19. 保密義務

19. CONFIDENTIALITY

雙方應就因本契約而獲取他方之機密資料負保密義務（惟因法律或主管機關之要求或因其專業顧問為提供專業服務所合理必要而為之揭露者，不在此限）。

Each party will at all times respect and protect the confidentiality of confidential information acquired from the other party in consequence of this Agreement (except for disclosures required by the law or regulatory agencies, or reasonably necessary for the performance of professional services by their professional advisers).

20. 通知事項

20. NOTIFICATION

(a) 一方予另一方之任何通知應以書面為之，並應以專人遞送或郵寄（若為國際郵件，則為預付之航空郵件）送至該方於本契約所列之地址或依本契約之條款隨時通知另一方之其他地址（但若甲方同意或有緊急情況者，亦得以有接到回傳或傳送證明之電子郵件或傳真為之），惟乙方應提供其通知之中文版本予甲方，除非經乙方之合理要求後，甲方同意毋須翻譯該等通知。任何經由專人傳達之訊息應於傳達之當日視為已送達他方。任何經由郵寄之訊息應於郵寄後次日起算之第五日或實際收到之日（取其較早者）視為已送達他方。任何經由有接到回傳或傳送證明之電子郵件或傳真傳遞之訊息應於傳遞後之次日視為已送達他方；

(a) Any notice to be given by one party to the other shall be given in writing and be delivered personally or by post (prepaid airmail in the case of international mail), to the relevant party at the address set forth in this Agreement or such other address as may notified to the other party from time to time in accordance with the provisions hereof (in the event of the Bureau's consent or in the event of emergencies, such notification may be given by email or fax with confirmation of transmission). However, the Investment Manager shall also provide a copy of its notices to the Bureau in Chinese, unless upon the reasonable request by the Investment Manager, the Bureau agrees that the applicable notice need not be translated. Any communication delivered personally shall be deemed to have been given and received on the day it is so delivered. Any communication mailed as aforesaid shall be deemed to have been given and received on the fifth day following the date of its mailing or on the date of actual receipt (whichever is earlier). Any communication given by email or fax with confirmation of transmission shall be deemed to have been given and received on the day following the day on which it is transmitted;

(b) 本契約雙方應提供他方，依本契約獲得授權代表該方之人員或員工之姓名以及其各自之簽名樣本（如本契約附件四所示）。針對前述獲得授權代表之人員之任何改變，雙方應隨時以書面告知另一方；

(b) The parties hereto shall furnish to the other party the name(s) of those persons or employees who are authorized to act on their behalf pursuant to this Agreement, together with a specimen of each of their signatures (as in Schedule IV hereof). The parties hereto shall keep each other informed in writing of any changes in the persons authorized to act as aforesaid;

(c) 縱有前述(a)項之規定，乙方與保管機構均不得依傳真或電子郵件之指示

移轉現金或有價證券，除非甲方已簽署並回傳特定之免責及同意聲明。

(c) Notwithstanding sub-paragraph (a) above neither the Investment Manager nor the Custodian may act upon faxed or emailed instructions to transfer money or securities unless the Bureau has signed and returned a specific waiver and consent.

21. 契約之修改

21. AMENDMENT

除本契約另有約定外，本契約及附件得經雙方書面同意修正之。

Except otherwise provided herein, the Agreement and the Schedules hereof may be amended by both parties' written consent.

22. 準據法及管轄法院

22. GOVERNING LAW AND JURISDICTION

本契約以中華民國法律為準據法。因本契約所生之爭議，如經雙方同意提付仲裁處理，應提交中華民國仲裁協會依中華民國仲裁法及該協會之仲裁規則進行仲裁，以台北市為仲裁地。仲裁庭之組成為三名仲裁人，任一方得選任一名仲裁人，並由經雙方選任之仲裁人共同選任第三名仲裁人。若雙方未能同意提付仲裁，或無法達成具拘束性之仲裁判斷或一方對於他方提起撤銷仲裁判斷之訴或仲裁判斷經法院判決撤銷時，雙方同意以台灣台北地方法院為第一審管轄法院。本契約雙方當事人了解，本契約及相關事宜若涉及台北地方法院之審理，台北地方法院之法官通常會以中文的法律概念來解釋本契約。

This Agreement shall be governed by and construed in accordance with the laws of R.O.C. If the parties agree to submit to arbitration to resolve any dispute arising pursuant to this Agreement, such dispute shall be submitted to the Chinese Arbitration Association, Taipei for arbitration in accordance with Arbitration Law of R.O.C. and such Association's arbitration rules before a panel of three arbitrators, two of which shall be selected by each of the parties, and such arbitrators shall select the third. The seat of arbitration shall be in Taipei. In the event that the parties do not agree to arbitration or a binding arbitration decision cannot be made or if one party files a lawsuit to set aside the arbitration decision or if the arbitration decision is set aside by a court, the parties agree to submit their dispute to the District Court of Taipei as the court of first instance. The parties understand that, in the event that this Agreement or any related subject matter are reviewed by the District Court of Taipei, the judge of the District Court of Taipei often would use the Chinese legal concepts to interpret this Agreement.

23. 轉讓與複委任之禁止

23. NO ASSIGNMENT AND NO DELEGATION

(a) 除非本契約另有約定或雙方另以書面同意外，本契約對甲方具有專屬性，乙方不得轉讓本契約或其所生權利之全部或一部，或於其上設定質權或他項權利，亦不得將其依本契約所負之責任或義務全部或一部複委任予他人履行。縱使有上述原則不得轉讓與複委任之規定，若乙方委任其關係企業協助其履行其於本契約之義務，乙方應於事前以個案式之方式書面告知甲方，同時並應提供充足之關係企業證明文件，該等委任不視為本條之複委任，惟甲方有反對之表示時，不在此限。若乙方依本條委任該等關係企業時，該等關係企業之行為應視為乙方之行為，且乙方應使甲方對該關係企業依乙方之委任所為之行為有直接請求權。

(a) Unless otherwise provided in this Agreement or mutually agreed in writing by the parties, this Agreement is exclusive to the Bureau. The Investment Manager shall not assign all or any portions of this Agreement or the rights and obligations arising therefrom, or create a lien or other rights thereon. Nor may the Investment Manager delegate all or part of its responsibilities or obligations under the Agreement to others for performance. Notwithstanding the foregoing prohibition against assignment and delegation, to the extent that the Investment Manager has engaged one or more of its affiliates to assist the Investment Manager in the performance of its duties hereunder, the Investment Manager shall notify the Bureau on a case–by-case basis in writing in advance of such engagement and shall at the same time provide the Bureau with sufficient proof indicating that it is indeed an affiliate of the Investment Manager. Such an appointment shall not be considered as delegation under this Section unless the Bureau raises an objection to such appointment.. To the extent that the Investment Manager has engaged such affiliate pursuant to this Section, any conduct by such affiliate shall be deemed to be the conduct of the Investment Manager, and the Investment Manager shall ensure that the Bureau may claim directly against such affiliate for its conduct pursuant to its engagement with the Investment Manager.

(b) 前條所謂「關係企業」，依中華民國公司法定義之。

(b) The term "affiliate" shall be defined in accordance with the Company Act of the R.O.C.

24. 一般條款

24. MISCELLANEOUS

(a) 本契約以中英文簽署，正本兩份，惟得簽署多份。若本契約中英文版本不一致，以中文版本為準。本契約本文之條款應與本契約之附件共同解釋，若本契約本文與本契約附件不一致，雙方同意應以本文為準（除非該等附件係於本契約簽署後所修改，在此等情形中，就該不一致之內容而言，以較後修改之附件版本為準）。

(a) This Agreement shall be executed in Chinese and English and in two originals; provided that the execution hereof may be in counterparts. To the extent that any English language hereof is inconsistent with its Chinese counterpart, the Chinese language shall prevail. The provisions in the main body of this Agreement shall be interpreted together with any exhibit, schedule or attachment hereof; provided, however, that to the extent that any provision in the main body of this Agreement is inconsistent with any provision in any exhibit, schedule or attachment hereof, the parties agree that the main body shall prevail (unless such exhibit, schedule or attachment is amended after the execution of this Agreement, in which case such later-agreed exhibit, schedule or attachment shall prevail, solely to the extent of the applicable inconsistency).

(b) 除非另有指明，本契約所述之日數（包括營業日數）係以台北時間為準。

(b) Unless otherwise specified, all references to calendar and business days used herein shall mean calendar and business days in Taipei.

(c) 本契約第 1 條、第 13 至第 16 條與第 19 至第 24 條於本契約終止或期滿後仍然繼續有效力與拘束力。

(c) Unless otherwise specified herein, Sections 1, 13-16 and 19-24 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

茲為證明起見，本契約當事人已於首揭日期簽署本契約。

［甲方］勞動部勞動基金運用局

[Bureau] BUREAU OF LABOR FUNDS, MINISTRY OF LABOR

By:

姓名： 蘇郁卿

Print Name: Su, Yu-Ching

簽章：

Signature:

職稱：局長

Print Title: Director-general

地址：100 台北市中正區羅斯福路一段 6 號 10 樓

Print Address: 10F., No.6, Sec. 1, Roosevelt Rd., Zhongzheng Dist.,

Taipei City 100232, Taiwan (R.O.C.)

傳真：(02)33435974

Print Fax: (02)33435974

[乙方]

[Investment Manager]

By:

姓名：

Print Name:

簽章:

Signature:

職稱：

Print Title:

地址：

Print Address:

傳真：

Print Fax:

附件一：新制勞工退休基金 115 年度第 1 次國外委任投資方針

Schedule I: Investment Guidelines for 2026 First Overseas Discretionary Investment of Labor Pension Fund

附件二：新制勞工退休基金及國民年金保險基金 115 年度第 1 次國外委任投資計畫建議書

Schedule II: Service Proposal for 2026 First Overseas Discretionary Investment of Labor Pension Fund and National Pension Insurance Fund

附件三：管理報酬

Schedule III: Management Fees

1. 甲方就乙方依本契約提供之服務，應按季支付管理報酬予乙方，該等報酬以受託基金資產淨值（以保管機構計算之市值為準）固定年百分之___費率按月計算。

1. In consideration of the services provided by the Investment Manager hereunder, the Bureau shall, on a quarterly basis, pay management fees to the Investment Manager, such fees to be calculated monthly based on the fixed annual rate of % of the net value (based on the market value calculated by the Custodian) of the Fund Assets.

2. 保管機構於每季終了日後三十個日曆日內提供上季委託報酬底稿資料予乙方，乙方應於收到該底稿資料後三十個日曆日內，將與保管機構核算無誤之上季管理報酬發票及申請書以預付郵資之方式送交甲方，甲方於收到管理報酬申請且發票金額核對無誤後三十個日曆日內，應通知保管機構撥付上季管理報酬予乙方。

2. No later than thirty (30) calendar days after the end of each Quarter, the Custodian will provide working papers setting forth the applicable management fees for the preceding Quarter to the Investment Manager. The Investment Manager shall, within thirty (30) calendar days after the receipt of such working papers, verify the amount of the management fees for the preceding Quarter and send to the Bureau, by prepaid mail, written invoices setting forth the verified management fees for the preceding Quarter, together with an application. Within thirty (30) calendar days after such application for management fees is received and after the accuracy of the invoice amount is verified by the Bureau, the Bureau shall notify the Custodian to make payment of management fees for such preceding Quarter to the Investment Manager.

3. 甲方第一次給付管理報酬，自甲方實際撥存委託經營額度至保管機構之日起至該季終了日止；本契約終止或期滿時，管理報酬應自最後一季首月之第一日起至契約終止或期滿日止。

3. The calculation of the Bureau's first payment of management fees shall be based on the period from the date the Bureau first transfers the Mandate Amount to the Custodian to the end of the applicable Quarter. In the event of any termination or expiration of this Agreement, the calculation of the management fees for the applicable Quarter shall be based on the period from the beginning of that Quarter to the date of termination or expiration of this

Agreement.

4. 所有甲方依本契約給付乙方之金額應依中華民國所得稅法規定予以課稅。甲方實際需給付乙方之金額，為依中華民國所得稅法課稅扣繳後之淨額。另於本契約期間，若因中華民國所得稅法修正致稅率調降而得減少支付之稅款差額應返還甲方所有，且甲方得直接將該金額自應給付予乙方之款項中扣除之。

4. All amounts paid by the Bureau to the Investment Manager shall be subject to taxation pursuant to the Income Tax Act of the Republic of China. All such amounts paid by the Bureau to the Investment Manager shall be the net amount after deduction for taxes and/or withholdings pursuant to the Income Tax Act of the Republic of China. During the term of this Agreement, if the applicable withholding tax rate decreases due to amendment of Income Tax Act of the Republic of China, the difference in the tax payments shall be refunded to the Bureau by the Investment Manager and the Bureau shall be entitled to deduct such amount from its payments to the Investment Manager.

附件四：授權簽章樣式

Schedule IV: Specimen Signature or Seal

本契約簽署後，本授權簽章樣式應作為甲、乙雙方辨認與本契約履行相關正式文件往來之依據。

Upon execution of this Agreement, this Specimen Signature or Seal shall be used by the Bureau and the Investment Manager as identification for issuance of official documents related to performance of this Agreement.

甲方授權簽章樣式：(任憑 1 式有效)

Specimen Signature or Seal of Bureau of Labor Funds, Ministry of Labor：(Either one of the specimen signatures below shall be effective)

樣式一

Specimen 1

姓名：蘇郁卿

Print Name:Su, Yu-Ching

簽章：

Signature:

職稱：局長

Print Title:Director-general

樣式二

Specimen 2

樣式三

Specimen 3

乙方授權簽章樣式：

Specimen Signature or Seal of the Investment Manager:

附件五：短絀部位及其所生之相關費用處理方式

Schedule V: Handling of Overdraft Position and Related Charges Incurred

1. 受託基金產生短絀部位時，乙方應與保管機構配合，以迅速解決該等短絀部位。

1. In the event of an overdraft position in the Fund, the Investment Manager shall co-operate with the Custodian to solve the overdraft position promptly.

2. 短絀部位產生後，短絀部位費用將於次月第一個營業日自受託基金中扣除。乙方可透過保管機構報表得知應付短絀部位費用。乙方須於短絀部位費用之扣款日，確認受託基金帳戶維持足夠支應短絀部位費用之餘額，乙方不得因帳戶餘額不足致受託基金帳戶有損失。自受託基金帳戶扣除之短絀部位費用仍需由可歸責單位負責吸收。

2. After an overdraft position occurs, the charges of such overdraft position will be deducted from the Fund on the first business date of the immediately following month. The Investment Manager may learn about the payable charges of overdraft position through the Custodian's report. The Investment Manager shall, on the date when the charges of overdraft position are to be deducted, ensure that sufficient cash balance be maintained in the accounts of the Fund to cover the charges of overdraft position. The Investment Manager shall not incur any loss to the accounts of the Fund through cash balance deficiency. However, that such charges of overdraft position deducted from the Fund shall be borne by the person(s) attributable thereto.

3. 短絀部位費用自受託基金中扣除之日後二十個日曆日內，由保管機構及乙方釐清及確認應對於發生短絀部位負責之當事人並通知甲方。如需要更長調查時間，保管機構及乙方均應通知甲方，並由保管機構與乙方進行溝通，由一方先墊付短絀部位費用。

3. Within twenty (20) calendar days after the date when overdraft charges are deducted from the Fund, the Custodian and the Investment Manager shall clarify and identify the responsible party for the occurrence of the overdraft position and inform the Bureau of the same. If more time is required of the investigation, both the Custodian and the Investment Manager shall inform the Bureau of the same and negotiate as to which party shall debit the charges of overdraft position.

4. 短絀部位費用之支付

4. Payment of Charges of Overdraft Position

(a) 就可歸責於保管機構之短絀部位費用，應由保管機構釐清相關費用並將其儘速取消之。

(a) For charges of overdraft position attributable to the Custodian, the Custodian shall clarify the related charges and then promptly cancel the related charges.

(b) 就可歸責於乙方之短絀部位費用，應由乙方釐清相關費用並將其匯回。

(b) For charges of overdraft position attributable to the Investment Manager, the Investment Manager shall clarify the related charges and then promptly remit the same back.

(c) 就可歸責於交易對手之短絀部位費用，應由乙方與相關交易對手溝通後，由乙方將相關費用匯回。

(c) For charges of overdraft position attributable to the transaction counterparty(ies), the Investment Manager shall remit the related charges back after negotiating with such transaction counterparty(ies).

(d) 乙方應於短絀部位費用扣款日後二十五個日曆日內代墊匯回該費用至受託基金帳戶。

(d) The Investment Manager shall reimburse and remit the charges of overdraft position to the account of the Fund within twenty-five (25) calendar days after the date when such charges are deducted.

(e) 為便於甲方及保管機構之追蹤，保管機構會代表甲方追查乙方短絀部位費用支付狀態，乙方應告知甲方及保管機構短絀部位費用匯回之生效日期。

(e) In order to facilitate the Bureau's and the Custodian's tracking, the Custodian shall represent the Bureau to follow up with the Investment Manager on overdraft charge reimbursement status, the Investment Manager shall notify both the Bureau and the Custodian the effective date for the remittance of the charges of overdraft position.

5. 受託基金帳戶僅接受電匯回補短絀部位費用，不得以該等帳戶中其他貨幣之現金轉匯。

5. The accounts of the Fund accept the charges of overdraft position remitted via wire transfer only; no transfer from cash of other currencies in such accounts is allowed.

附件六：勞動部勞動基金運用局辦理新制勞工退休基金及國民年金保險基金115 年度第 1 次國外委任投資公開徵求受託機構申請須知

Schedule VI: Application Guidelines for the Selection by Bureau of Labor Funds, Ministry of Labor of Investment Manager for 2026 First Overseas Discretionary Investment of Labor Pension Fund and National Pension Insurance Fund