

**銀行往來總約定書**  
**GENERAL AGREEMENT FOR BANKING TRANSACTIONS**

致： 新加坡商新加坡華僑銀行股份有限公司台北分公司暨國際金融業務分行  
To: Oversea-Chinese Banking Corporation Limited, Taipei Branch  
and Offshore Banking Unit

立約人 (下稱「立約人」) 就與新加坡商新加坡華僑銀行股份有限公司台北分公司暨國際金融業務分行 (包括其台北分行、台北國際金融業務分行、總公司、其他分公司，以下合稱「貴行」) 已成立或將成立之各項交易，除應履行立約人與 貴行日前已簽訂或可能於日後簽訂之額度通知書 (下稱「額度通知書」) 所規定立約人之義務外，茲並不可撤回且無條件地承諾遵守下列條款。除本銀行往來總約定書 (下稱「總約定書」) 另有明示規定者外，總約定書所用名詞之定義應與額度通知書所定義者相同。倘總約定書之規定與立約人與 貴行所簽訂之額度通知書或任何其他合約、信函、申請書之規定有任何抵觸之情形，應以該等額度通知書、其他合約、信函、申請書之規定為準。

The undersigned ( ) (the "Customer"), for and in consideration of transactions entered or to be entered into with Oversea-Chinese Banking Corporation Limited, Taipei Branch and Offshore Banking Unit (including its Taipei Branch, Taipei Offshore Banking Unit, head office, and/or any other branch, the "Bank"), hereby irrevocably and unconditionally agrees as follows in addition to those obligations of the Customer set out in any Banking Facilities Confirmation Letter, if any, which may be or may have been executed between the Customer and the Bank (the "Facility Letter"). All defined terms not expressly defined herein shall have the same meaning as defined in the Facility Letter. If there is any inconsistency between the provisions of this General Agreement for Banking Transactions (the "Agreement") and the Facility Letter or any other agreement, letter, application between the Bank and the Customer, if any, the terms of such Facility Letter or other agreement, letter, application shall prevail.

第一條：定義

(a) 申請及融資文件：總約定書所稱之「申請」、「申請書」及／或「動用申請」，乃指立約人動用融資 (定義如后) 時所提出之書面或口頭申請；所稱之「融資文件」乃指為動用融資 (定義如后) 所出具之各項合約及文件 (包括本票)。

1. Definitions.

(a) Applications and Facility Documentation. The term, "Application", shall mean any written or oral application

submitted by the Customer for utilization of a Facility (defined below) and the term, "Facility Documentation" shall mean any and all agreements and instruments (including promissory notes) issued in connection with the utilization of any Facility (defined below).

(b) 保證人：總約定書所稱之「保證人」，乃指為立約人就立約人於總約定書下所述各項債務負保證責任之公司或個人。

(b) Guarantor. The term, "Guarantor", shall mean each of personal or corporate guarantor(s) of the Customer's Obligations hereunder.

(c) 債務：總約定書所稱之「債務」乃指立約人於現在或將來以各種方式對 貴行所負之各項直接或間接債務，不論其係因有價證券、匯票、貸款、保證、墊款、帳款融資、押匯、託收、信用狀、透支、承兌匯票、貨幣市場工具之承銷或貼現、外匯交易或其他融資或金融交易（下稱「融資」）所發生之債務，不論其為本金、利息、手續費、遲延利息、違約金、費用、墊款、損害賠償或其他款項，亦不論係立約人直接與 貴行交易或因 貴行與第三人交易而由立約人保證或擔保所發生之債務。

(c) OBLIGATIONS. THE TERM, "OBLIGATIONS", AS USED HEREIN SHALL MEAN ANY AND ALL CURRENT OR FUTURE INDEBTEDNESS, OBLIGATIONS AND LIABILITIES, DIRECT OR CONTINGENT, OF ANY KIND OF THE CUSTOMER TO THE BANK, NOW OR HEREAFTER EXISTING, WHETHER FOR PRINCIPAL, INTEREST, FEES, DEFAULT INTEREST, PENALTIES, COSTS, EXPENSES, ADVANCES, REIMBURSEMENTS, INDEMNITIES OR OTHERWISE ARISING OUT OF NEGOTIABLE INSTRUMENTS, DRAFTS, LOANS, GUARANTEES, ADVANCES, INVOICE FINANCING, NEGOTIATIONS, COLLECTIONS, LETTERS OF CREDIT, OVERDRAFTS, BANKER'S ACCEPTANCES, DISCOUNTS AND/OR UNDERWRITING OF MONEY MARKET INSTRUMENTS, FOREIGN EXCHANGE TRANSACTIONS OR OTHER FACILITIES EXTENDED OR TO BE EXTENDED BY THE BANK, WHETHER ARISING FROM THE CUSTOMER'S DIRECT TRANSACTIONS WITH THE BANK OR FROM THE BANK'S TRANSACTIONS WITH THIRD PARTIES GUARANTEED OR OTHERWISE SECURED BY THE CUSTOMER (COLLECTIVELY, THE "FACILITIES" AND EACH A "FACILITY").

(d) 擔保：總約定書所稱之「擔保」或「擔保物」乃指額度通知書所列之各項擔保及立約人為 貴行之利益所已交付或於日後交付予 貴行（或由 貴行占有、保管或控制）之立約人於現在及將來所有之動產、不動產、存款、應收帳款（包括但不限於遠期票據），或立約人存放於 貴行之其他權利或財產，或立約人於現在或未來對 貴行或他人所得主張之請求權、其他權利、利益、資產或其他任何形式之財產。

(d) Security. The term, "Security", as used herein shall mean the Security listed in the Facility Letter as well as all present and future chattels, real estate, deposits, shares, other negotiable instruments, receivables (including without limitation

post dated negotiable instruments) or other credits or assets of the Customer placed with the Bank, any other present or future claim of the Customer against the Bank and any other right, title, interest or asset which has been, or at any time shall be, delivered to the Bank by the Customer for the Bank's benefit or otherwise come into the possession, custody or control of the Bank.

第二條：商業條款 (a) 按時付款：立約人茲承諾不論債務係因加速或其他原因而到期，均應按時償付其所有債務。立約人茲授權 貴行，逕行自立約人開立於 貴行之立約人帳戶內扣抵，以清償債務；但該等扣抵不應被視為 貴行放棄任何總約定書下之權利或權力。

2. Business Terms. (a) Timely Payment. The Customer hereby undertakes to pay or repay any and all Obligations when due whether by acceleration or otherwise. In this respect, the Customer hereby authorizes the Bank to debit any of the Customer's accounts with the Bank for settlement of any and all Obligations; provided such debiting shall not be deemed as a waiver of any of the Bank's rights or powers hereunder.

(b) 利息／手續費：立約人應就每一筆融資，自 貴行提供該融資之日起至實際清償日止，就該未清償餘額，依照立約人與 貴行所議訂之年利率或其他利率／費率（下稱「適用之利率」）支付利息及各項費用。融資之利息及費用應於每月之最後營業日（定義如后）或按 貴行之其他規定繳付，但 貴行決定就該項融資預收費用或預扣利息，或動用申請及／或融資文件另有規定者，不在此限。

(b) Interest/Fees. The Customer shall pay interest and/or fees on the amount of each Facility from time to time outstanding from the date of extension thereof to the actual date of repayment at the per annum or other rate as the parties shall agree from time to time (the "Applicable Rate"). Other than on Facilities where the Bank elects to discount fees and/or interest in advance and except as may otherwise be expressly and specifically provided in the relevant Application and/or Facility Documentation, interest and fees on Facilities shall be paid monthly on the last Business Day (defined below) of the month or otherwise as specified by the Bank.

(c) 遲延利息及損害賠償：若立約人未按期償付債務，除相關申請及融資文件中另有約定者，則應依其約定外，立約人應就其未付金額按 貴行資金成本加碼年利率百分之四（下稱「遲延利率」），計付遲延利息；除依遲延利率計付遲延利息（下稱「遲延利息」）外，立約人並應償付 貴行因立約人之違約行為所發生之費用支出及損失。

(c) Default Interest and Indemnity. Notwithstanding the foregoing, in the event of any default in the payment when due, of any

Obligation, the unpaid amount shall bear default interest, payable on demand, unless otherwise specified in the relevant Application or Facility Documentation, at the rate determined by the Bank from time to time to be four percent per annum (4% p.a.) above the Bank's cost of funds ("Default Rate"). In addition to the payment of interest at the Default Rate ("Default Interest"), the Customer shall pay, and otherwise indemnify and hold the Bank harmless from and against, all costs or losses arising from such default.

(d) 貨幣兌換：有關 貴行為立約人所為之任何交易，如 貴行需將一貨幣兌換為另一貨幣（包含但不限於依後段約定所為之兌換）時，立約人應負擔全部有關之費用及損失，包含但不限於因匯率變動所致之損失。於違約情事（定義如后）發生時， 貴行有權（但無義務）為調度資金、求償執行或其他目的，而逕行將立約人尚未清償之融資，自一貨幣兌換為另一貨幣。

(d) Conversion of Currencies. In the event that, with respect to any transaction undertaken by the Bank on behalf of the Customer, the Bank shall convert any currency to another currency including without limitation a conversion made in accordance with the following paragraph, the Customer shall be solely responsible for all costs, losses and expenses related thereto including, without limitation, losses arising from exchange rate fluctuations. The Bank may (but shall not be obligated to), in its sole discretion upon the occurrence of any Event of Default (defined below) convert any Facility then outstanding in any given currency into any other currency for purposes of funding, enforcement or otherwise.

(e) 或有債務之提前清償、存入現金請求：如發生違約情事（定義如后），則：(1) 對於 貴行為立約人或 貴行因立約人之保證或提供擔保而為第三人開發信用狀、承兌匯票、出具保證或以其他方式提供融資所發生之或有債務（下稱「或有債務」）， 貴行有權（但無義務）不待其到期而提前清償其全部或部分，屆時立約人應依 貴行請求立即償還 貴行因此所墊付之款項及自 貴行墊付日起至清償日止依遲延利率計算之利息；及/或(2) 貴行亦得通知立約人，要求立約人立即將與其尚未清償之或有債務等額之款項，存入 以 貴行名義開立之帳戶（下稱「特別帳戶」）（下稱「存入現金請求」）。 貴行得以此特別帳戶中之款項，償付或提前清償或有債務或立約人其他債務之全部或部分。若特別帳戶內之餘額不足償付或提前清償債務，立約人即應另給付 貴行該項差額，俾 貴行得於到期時清償或提前清償前述債務及利息；倘於清償或提前償付立約人對 貴行之全部債務或 貴行之或有債務全部解除後，如特別帳戶內尚有餘額，則應退還立約人。

(e) Prepayment of Contingent Liabilities/Cash Call. Without prejudice to any other rights of the Bank hereunder or under any other agreement, upon the occurrence of an Event of Default (defined below), (i) the Bank may (but shall not be obligated to) prepay prior to maturity all or any portion of any then

outstanding contingent liability of the Bank under letters of credit, acceptances, guarantees or otherwise issued on behalf of the Customer or on behalf of third parties and guaranteed or otherwise secured by the Customer ("Contingent Liabilities") whereupon the Customer shall immediately reimburse to the Bank the sum so prepaid, on demand, together with Interest at the Default Rate thereon from the date of such prepayment by the Bank to the date of reimbursement and/or (ii) the Bank may, upon notice to the Customer, require the Customer to immediately deposit into an account standing in the name of the Bank (the "Special Account") a sum equal to the amount of any then outstanding Contingent Liabilities ("Cash Call"). The Bank may (but shall not be obligated to) draw from the Special Account any sums required to pay on maturity, or prepay, all or any part of the Contingent Liabilities or any Obligations. In the event that the balance in the Special Account is insufficient to make any such prepayment/payment, the Customer shall pay to the Bank, in accordance with the foregoing, such additional sums as are required by the Bank to make such payment or prepayment and interest thereon as provided above; provided, that upon repayment and payment to the Bank of all Obligations and the release of the Bank from all Contingent Liabilities, the then existing balance, if any, in the Special Account shall be refunded to the Customer.

(f) 營業日：如債務之到期日並非提供融資分行所在地之營業日或相關融資幣別國家之銀行營業日（下稱「營業日」），該到期日應順延至下一營業日，但如下一營業日屬於另一曆月份時，則應提前於原到期日之前一營業日到期。

(f) Business Day. Whenever any payment shall become payable from the Customer to the Bank on a day which is not a banking business day in the jurisdiction where the relevant branch extending the loan is located, or in the country of issue of the relevant currency ("Business Day"), such payment shall become payable on the next succeeding Business Day unless as a result thereof, such payment would be made in the next calendar month, in which case such payment shall be made on the immediately preceding Business Day.

(g) 款項之抵償：立約人償付 貴行之款項及特別帳戶下之款項應依民法第三百二十一、三百二十二及三百二十三條之規定，抵償立約人積欠 貴行之各項債務。

(g) Application of Payments. Notwithstanding anything herein to the contrary, all payments by the Customer to the Bank or deposited to the Special Account shall be applied to Obligations and other sums owing to the Bank in the order of priority set out in Articles 321, 322 and 323 of the Civil Code of the Republic of

China.

(h) 清償之時間、地點：除動用申請、融資文件或總約定書另有規定外，立約人償付貴行之款項，應以與該到期之債務相同之幣別給付，並於到期日前，以立即可用資金存入貴行於該融資所屬分行營業處所之帳戶或貴行另行指定並通知立約人之地點或帳戶。

(h) Place and Time. All payments to the Bank with respect to Obligations shall, unless otherwise specified in the relevant Application or Facility Documentation, be payable in the currency in which such Obligations are due on the due date thereof in immediately available funds to the account of the Bank at the Bank's branch extending the loan or to such other account and/or in such other place as the Bank may from time to time designate by notice to the Customer.

(i) 往來專戶：貴行應設立立約人往來之帳戶，記載立約人之融資額度及貨幣種類、清償金額、應付利息、手續費及其他費用之計算及清償。除明顯之計算錯誤外，立約人之各項債務之餘額均應以該帳戶之記載為準。此外，就立約人對貴行應付未付款數額，立約人同意貴行有權人員所署簽之證明，除有明顯之計算錯誤外，對立約人有絕對之拘束力。

(i) Customer Account. The Bank shall open and maintain on its books one or more accounts in the Customer's name and showing extensions and currencies of Facilities, repayments, prepayments, the computation and payment of interest, fees and other amounts due and sums paid with respect to Facilities. Such credit accounts shall be conclusive and binding on the Customer as to the amount at any time due from the Customer absent manifest error in computation. In addition, a certificate signed by any duly authorized officer of the Bank stating that any amount owing by the Customer to the Bank is then due and payable shall be conclusive and binding on the Customer absent manifest error in computation.

(j) 稅捐：(1) 因立約人對貴行償付債務或為其他給付所發生之稅捐、稅負、規費、扣減、費用、扣繳及其他負擔，除貴行之所得稅外，均應由立約人負擔。若立約人依法律或法令之要求應為任何扣繳或扣減，立約人應於給付相關款項時，一併支付予貴行該扣繳或扣減之金額，俾使貴行所受領之金額與無須為扣繳或扣減之金額相同，並使貴行有權保有受領之該等款項而不受任何扣繳或扣減之影響（以下稱「還原計算」）。且基於融資或擔保所為之付款或因簽署、交付、登記任何依總約定書及其他合約所簽署交付之文書或為其他有關行為於現在或將來所發生之一切營業稅、印花稅、登記費或其他類似之稅費，亦均應由立約人負擔；(2) 於不影響前述約定下，立約人於本條應負之不受扣款或扣減影響之付款義務及還原計算之義務應適用於依據1986美國內地稅法典第1471條至第1474條（以下稱「美國稅法」）、任何現行及未來關於美國稅法之法規及官方解釋、依據

上述美國稅法條款而簽訂之協議、及依照跨政府協議所採行之任何財政或監理法規，規則或慣例(與美國稅法，以下統稱「適用法規」)所實施或收取之任何扣繳或扣減行為。。

(j) Taxes. (i) Any and all payments made by the Customer to the Bank with respect to Obligations or otherwise shall be made free and clear of, and without deduction for, any present or future taxes, levies, imposts, deductions, charges or withholdings and all liabilities with respect thereto, excluding taxes imposed on the overall net income of the Bank. If the Customer is required by any law or regulation to make any such deduction or withholding, the Customer shall, together with the relevant payment, pay such additional amount as will ensure that the Bank receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required ("gross up"). The Customer shall pay any present or future gross business receipts, stamp or documentary taxes or any other excise or property taxes, charges, registration fees or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, any instrument delivered hereunder or otherwise with respect to the Facilities or the Security. (ii) Without prejudice to the generality of the foregoing, the Customer's obligations to make payment free and clear of deductions and withholdings and to gross up under this Section 2(j) shall apply to any deduction or withholding imposed or collected pursuant to sections 1471 through 1474 of the US Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to those sections of the Code, any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code (together with the Code, "Applicable Laws and Regulations").

(k) 準備金費用：於總約定書簽約日期後或因現行法令或其施行或解釋（經負責施行或解釋之任何主管機關）變更，貴行如因對立約人提供融資或維持融資，致須依中華民國或其他各有關國家之法令或主管機關之指示或政策（不問是否有法律之效力）而需另提準備金、特別存款或存款保險，或須符合相關評估、最低資本、適當資本或類似要求時，致貴行所支出之額外成本或費用或減少之收益或所得，應由立約人依貴行之要求按貴行合理認為必要之金額償付 貴行。

(k) Compliance Costs. The Customer shall pay to the Bank, on demand, such amounts as the Bank reasonably determines are necessary to compensate it for any cost or reduction in return or receipts attributable to its extending or maintaining any

Facilities resulting from the application of any reserve, special deposit, deposit insurance or assessment, minimum capital, capital adequacy or similar requirement imposed on the Bank after the date hereof or arising from any change in any existing law or regulation or the administration or interpretation thereof (by any body charged with the administration or interpretation thereof), whether by law, regulation, guideline or policy (whether or not having the force of law), by the authorities of the Republic of China or any other jurisdiction.

(1) 付款幣別：對總約定書下應付或應清償之款項，立約人同意以各該融資之相同幣別向 貴行清償之，且應負責取得以該償付幣別所需之外匯核准或其他必要之許可。立約人不得因其未取得該等核准而免除其應以該幣別清償債務之義務；就計付利息之目的言之，立約人如將任何外幣存交與 貴行以換取他種外幣之用，仍須俟該等款項已轉換成應付幣別後，始得視為已依約清償，該款項於真正轉換為應付幣別之前，其匯率差價風險應由立約人負擔，外匯兌換匯率悉由 貴行按當時之匯率決定之。

(1) Currency. The Customer shall pay or repay the sum due hereunder in the currency of the relevant Facility and be solely responsible to obtain all required foreign exchange or other approvals required for the making of such payment/repayment in such currency. The Customer's failure to obtain any such approval shall not relieve it of its obligations to make payment in such currency. In the event the Customer places sums with the Bank in any other currency for purposes of acquiring the currency in which payment is due, such placement shall not constitute payment for purposes of calculation of interest or otherwise unless and until the sum so deposited is converted to the relevant currency and the Customer shall bear all risk of currency fluctuation between the time of placement and time of conversion. All calculations of applicable currency exchange rates with respect to the Facilities and the Obligations shall be as determined by the Bank from time to time based on then prevailing market rates.

(m) 填寫文件：立約人交付予 貴行之票據、動用申請、融資文件或其他合約或文件，如有空白未填妥者，立約人茲謹無條件、不可撤銷授權 貴行按雙方當事人之合意代為填寫此等空白，填入日期、金額及其他為表達雙方當事人真意所必要之其他資料及文字，並不可撤回地承諾追認 貴行前述代填之效力。如立約人所簽發、背書、承兌、保證之票據(如係押匯匯票，則包括其附屬單據)或其他債權憑證毀損或遺失(包括但不限於在寄送途中毀損或遺失)，或因誤送等意外情事致遲延寄達付款地，立約人同意，於法律許可之範圍內， 貴行之帳簿記錄即為證明債務數額之確定證據，立約人絕無異議。立約人並同意一經 貴行通知，立約人應根據 貴行帳簿之記錄，立即簽發或使其指定之人立即簽發新票據(如係押匯匯票，如屬可能，應付上新附屬單據)及/或新債權憑證予 貴行；或依 貴行之指示，將票據或債權憑證之金額、利息及一切費用償付 貴行。



(m) Completion of Documents. To the extent that any negotiable instrument, Application, Facility Documentation or other agreement or document has been or is delivered to the Bank in incomplete form, the Customer hereby irrevocably and unconditionally authorizes the Bank to complete all blanks therein by inserting such dates, amounts and other information or language as is necessary to reflect the agreement and intent of the parties, and irrevocably undertakes to ratify the consequences of such completion by the Bank. Should the negotiable instruments (in the case of the draft under negotiation, including the accompanying documents) or other instruments of indebtedness issued, endorsed, accepted or guaranteed by the Customer, shall be damaged, destroyed, or lost (including, but not limited to, damaged, destroyed or lost in transit) or their arrival at the place of payment is delayed due to misplacement, the Customer agrees that the records of the Bank shall be, to the extent permitted by law, the conclusive evidence of indebtedness without disputes. The Customer further agrees that, to the extent permitted by law, the Customer shall, forthwith upon notice by the Bank, issue, or cause such person(s) to issue, new negotiable instruments (in the case of the draft under negotiation, together with the accompanying documents, if possible) or instruments of indebtedness in accordance with the Bank's records; alternatively, the Customer shall pay the Bank at the Bank's request the amount of the negotiable instruments or instruments of indebtedness together with interest and all other expenses.

(n) 匯票／商業本票：(i) 保管及交付：若立約人將匯票交付予 貴行承兌或將商業本票交付予 貴行保證，而由 貴行以立約人之名義交予票券公司或第三人，立約人瞭解，依交易習慣，該等匯票或商業本票得於收受該款項前交付予他人。若因任何原因未能收迄該款項，立約人應獨立負擔任何因此所生之費用或損失，且立約人亦不得因未收訖該等款項而免除其償還 貴行承兌該等匯票或保證該等商業本票之所有相關款項之義務。

(n) Drafts/Commercial Paper. (i) Custody and Delivery. If the Customer shall at any time deliver to the Bank drafts for acceptance by the Bank or commercial paper for guarantee by the Bank and then placement thereof, on behalf of the Customer, with any Bills House or other party, the Customer hereby acknowledges that such drafts or commercial paper may, in accordance with the applicable custom and practice, be so delivered by the Bank prior to the receipt of payment therefor. In the event that such payment is for any reason not received, the Customer shall solely bear the risk of any costs or losses arising therefrom and such non-payment shall not release the Customer from its reimbursement obligations to the Bank with respect to any payment by the Bank under the Bank's acceptance of such drafts or the Bank's

guarantee of such commercial paper.

(ii) 付款：貴行承兌匯票或保證商業本票者，立約人謹授權 貴行於到期日向各匯票或商業本票之執票人付款。為便於 貴行之付款，立約人最遲應於相關到期日前一營業日將應付之金額存入 貴行。倘立約人未能按時存入款項，立約人應依 貴行之請求，立即償付 貴行墊付予匯票或商業本票執票人之款項，及自 貴行付款之日起至立約人償付之日止之遲延利息。不論任何原因，立約人已支付 貴行之保證費概不退還。

(ii) Payment. Where the Bank accepts drafts or guarantees commercial paper, the Customer hereby authorizes the Bank to make payment to the then holder of each draft or commercial paper on the maturity date. To facilitate such payment the Customer shall, at least one (1) Business Day prior to the applicable maturity date, deposit with the Bank the sums necessary to make such payment. If the Customer shall fail to timely make such deposit, it shall reimburse to the Bank on demand all sums paid by the Bank to any holder of the draft or commercial paper, together with Default Interest on such sums from the date of payment by the Bank to the date of reimbursement by the Customer to the Bank. Guarantee fees paid by the Bank with respect to commercial paper guaranteed by the Bank shall not be refundable for any reason.

(iii) 出售匯票。立約人為迅速取得基礎交易所需資金，立約人茲此授權 貴行於承兌後將承兌匯票代立約人在短期票券交易市場出售， 貴行得於出售承兌匯票後將所得價金交付承兌匯票受款人，且為便於出售承兌匯票，立約人同意依 貴行通知於承兌匯票背書(若立約人非受款人時，立約人同意依 貴行請求，通知承兌匯票受款人並使其在匯票背書。

(iii) Sale of Drafts. In order to facilitate the Customer to collect the fund for the underlying transaction, the Customer hereby authorizes the Bank to sell the draft on the short-term bills market, in which case, the Bank may, upon sale of the draft, deliver the proceeds thereof to the payee. To facilitate sale of the draft, the Customer agrees to endorse on the draft (or in case the Customer is not the payee, the Customer agrees to notify and obtain from the payee the endorsement on the draft) upon notice by the Bank.

(iv) 指定外匯銀行。立約人同意指定 貴行為辦理有關承兌匯票相關國際交易外匯收兌之外匯銀行、所有進出口外匯文件均交由 貴行辦理。

(iv) Designation of Foreign Exchange Bank. The Customer shall designate the Bank as the bank for handling remittance of foreign exchange under international trade transaction relating to any draft and all foreign exchange documents concerning import and

export shall be delivered to the Bank for handling.

(o) 透支：除 貴行與立約人就透支事項另有其他約定外，立約人並同意下列條款：

(1) 透支之限制：立約人在 貴行支存帳戶內，得在任何時間請求透支款項，但以 貴行與立約人另以書面約定之透支額度為限；然而，貴行得自行決定允許透支超過前述之透支額度，惟超額透支仍應適用總約定書規定，立約人一經 貴行要求應立即清償該超額之透支金額。

(o) Overdrafts. Unless otherwise agreed to by and between the Bank and the Customer, the Customer hereby agrees the following provisions:

(1) Limitation on Overdraft. The Customer's checking account with the Bank may at any time be overdrawn, subject to the maximum amount of the overdraft facility as separately agreed to in writing by the Bank and the Customer; provided, the Bank may, at its sole discretion, permit overdrafts in excess of the overdraft facility, in which case the excess portion shall be governed in all respects by the provisions of this Agreement, and the Customer shall repay immediately said excess upon the Bank's demand.

(2) 利息：透支金額之利息按 貴行與立約人之約定之利率計算，並於每一營業日結算時，按 貴行帳上所示最後未清償之透支餘額計之。

(2) Interest. Interest shall accrue on the final outstanding balance of the overdraft facility as shown on the books of the Bank as of the close of each Business Day at the interest rate agreed to by the Bank and the Customer.

(3) 清償：倘若未清償之透支餘額已超出透支額度與 貴行依據前述第(1)點規定允許之超額透支合計之金額時，一經 貴行要求，立約人應立即以現金清償該超出之金額。

(3) Repayment. If the outstanding balance of the overdraft exceeds the maximum amount of the overdraft facility plus any additional overdraft permitted by the Bank pursuant to the above clause (1), the Customer shall immediately pay such excess upon the Bank's demand.

(4) 透支額度之減少、中止或解除：

(i) 貴行有權於其自行決定認為必要時，隨時通知立約人減少、中止或解除透支額度，立約人不得向 貴行請求任何損害賠償。

(ii) 透支額度解除或中止時，立約人應立即清償尚未償還之透支餘額、利息及其他應付之費用。如 貴行減少透支額度時，立約人應立即清償超過該項經減少之透支額度之差額、利息及其他應付之費用。

(4) Reduction, Suspension or Cancellation. (i) The Bank may, at its sole discretion, reduce, suspend or cancel the overdraft

facility at any time upon a notice to the Customer. The Customer shall not claim from the Bank of compensation of any loss or damage resulting therefrom. (ii) If the overdraft facility is cancelled or suspended, the Customer shall pay immediately the outstanding balance of the overdraft facility plus any interest accrued and any other amount due thereunder. If the overdraft facility is reduced, the Customer shall pay immediately the outstanding balance of the overdraft facility excess of the reduced overdraft facility plus any interest accrued and any other amounts due thereunder.

(5) 透支期間：除依總約定書減少、中止或解除透支額度而應提前清償外，立約人透支款項之期限應由立約人與 貴行另以書面約定。

(5) Tenor of Overdraft. Unless payment is otherwise accelerated by a reduction, suspension or cancellation of the overdraft facility, the tenor of each overdraft shall be as that stipulated in a separate agreement between the Customer and the Bank.

(p) 提前清償：立約人得於任一營業日提前清償任何融資下之未清償金額之全部或部份，但(i)立約人應償付 貴行與該等提前清償有關之任何資金損失或違約成本；(ii)立約人應給予 貴行至少15個營業日之事前書面通知，列出向 貴行提前清償的日期及額度；及(iii)相關融資下到期應支付的其他金額，包括但不限於提前清償之金額到提前清償日所生之利息，皆應已清償。任何立約人所給予的提前清償的通知皆為不可撤回。

(p) Prepayment. The Customer may, on any Business Day prepay in full or in part any outstanding amount under any Facility, provided that (i) the Customer shall indemnify the Bank for any funding loss or breakage cost incurred by the Bank in relation to such prepayment; (ii) the Customer shall give the Bank at least fifteen (15) Business Days' prior written notice specifying the date and amount of the prepayment to the Bank; and (iii) the Customer shall pay any other sums due and payable under the relevant Facility including, without limitation, interest accrued on the amount to be prepaid up to the date of prepayment shall have been paid. Any notice of prepayment given by the Customer shall be irrevocable.

### 第三條：法令限制

(a) 法令變更：如任何法令、規則或政府機關之解釋、行政命令變更，而致 貴行不得對立約人(1)提供融資或(2)繼續或維持融資，則 貴行即無對立約人提供融資之義務，若已對立約人提供融資，則立約人應於法令、規則或解釋所允許之期間內，立即償清債務或解除 貴行因對立約人提供融資所發生之或有債務。

3. Regulations. (a) Change of Law. Notwithstanding any other provision hereof or any other agreement, in the event that any change in any applicable law, rule or regulation or in the interpretation or administration thereof by any governmental authority shall make it unlawful for the Bank to (i) extend any Facility or (ii) maintain any Facility, then such Facility shall not be extended or, in the case where a Facility has been extended, the Customer shall forthwith, or within such longer period as may be allowed by such law, rule, regulation or interpretation, prepay, or cause the Bank to be released from Contingent Liabilities under, such Facility, as applicable.

(b) 融資額度限制：立約人瞭解 貴行所得提供融資之額度應受法令限制，若 貴行對立約人提供或維持融資將使 貴行融資額度超出該限制， 貴行即無對立約人提供或維持融資之義務。

(b) Credit Limits. The Customer acknowledges that the Bank is, or may become, subject to regulatory limits with respect to the amount of certain Facilities it may extend and agrees that the Bank shall not be obligated to extend or maintain any Facility which would cause the Bank to exceed any such limit.

第四條：未承諾之融資：立約人瞭解並同意：不論總約定書內之各項規定內容為何，本融資為不具承諾性質之融資額度，且一經 貴行請求立約人即須清償。立約人並同意如 貴行認為必要時，得拒絕提供融資或於法律許可之最大範圍下，要求立約人立即清償 貴行所提供之融資之一部或全部（不論該融資到期與否），或要求立約人將與尚未清償之或有債務餘額等額之款項存入特別帳戶。

4. Uncommitted Demand Facilities. The Customer acknowledges and agrees that, notwithstanding any other provision hereof, the Facilities are uncommitted demand facilities and agrees that at any time, and from time to time, if the Bank determines such to be necessary or appropriate, the Bank may decline to extend the Facility and/or, to the greatest extent permitted by law, demand immediate payment or repayment of a part or all of the Facility whether then due or not and/or require deposit to the Special Account of an amount equal to any then outstanding Contingent Liabilities.

為澄清上列陳述，立約人茲確認並同意：縱 貴行已簽署或接受總約定書，並不構成 貴行對立約人提供融資之承諾， 貴行仍有權自行決定是否實際對立約人提供任何融資。

For the avoidance of doubt, the Customer acknowledges and agrees that the Bank's taking delivery of and/or execution of this Agreement does not constitute a commitment on the part of the Bank

to extend Facilities, the actual extension of any such facilities being at the sole discretion of the Bank.

在不影響上述一般性規定之前提下，總約定書下之融資須於立約人確已滿足 貴行所規定之各項先決條件後始得動用。

Without limiting the generality of the foregoing, each provision of Facilities hereunder shall be subject to such condition precedent requirements as the Bank may elect.

第五條：信用狀交易：就 貴行隨時以立約人之名義讓購、開發信用狀或為其他相關之通知及／或確認，立約人茲同意如后：

5. Commercial Letter of Credit Transactions. In consideration of the Bank, on behalf of the Customer, from time to time negotiating, issuing, advising and/or confirming letters of credit ("Credits"), the Customer hereby agrees as follows:

(a) 付款：立約人茲此授權 貴行得承兌所有信用狀項下匯票及接受提示請求付款文件，並代立約人支付其款項，並同意對依據信用狀或為信用狀而簽發之(1)定期匯票於提示時承兌之並於到期日付款；(2)即期匯票則於提示時付款，且若 貴行依總約定書或信用狀已代立約人支付任何款項，立約人應立即償付 貴行該項墊款及依相關文件所定義之「適用之利率」所計算自 貴行為付款日起至(含)立約人償付 貴行日止之應付利息。付款應於 貴行隨時指定之地點，依相關信用狀所載幣別及其已簽發或得簽發之匯票金額給付。立約人一經 貴行請求應立即給付所有 貴行或其往來銀行就該等交易有關之通知、讓購、保兌或修改信用狀條款、就信用狀簽發匯票及／或其他原因所支出之手續費及費用。該等費用得合併計入匯票金額及／或另出具發票或帳單對立約人請款。立約人非於給付全部上述匯票票款及其利息、手續費及費用後，不得對該等交易有任何異議或提出其他主張或抗辯。

(a) Payment. The Customer hereby authorizes the Bank to accept all drafts and documents presented for payment under any Credits and to effect payment on behalf of the Customer and agrees to accept on presentation, and pay at maturity, all time drafts and to pay on presentation all sight drafts drawn or purported to be drawn pursuant to Credits and to immediately reimburse to the Bank any and all sums paid by the Bank on its behalf hereunder or under any Credits together with interest thereon at the Applicable Rate under and as defined in the relevant document from the date of payment by the Bank to and including the date of reimbursement by the Customer to the Bank. Payment shall be made in the place(s) specified from time to time by the Bank in the currency of the relevant Credit and in the amount of each draft which may be, or has been, drawn under any Credit. The Customer shall pay on demand all charges and expenses incurred by the Bank or the Bank's

correspondents in connection with advising, negotiating, confirming or amending the terms of Credit(s), the relative drawings under Credit(s) and/or otherwise, in relation to respective transaction(s). Such charges and expenses may be included in the drafts and/or invoices or billed separately to the Customer. The Customer shall raise no question or objection in relation to such transaction(s) or otherwise unless and until the said drafts with interest and the said charges and expenses have been paid in full.

(b) 銀行裁量：除立約人於開發信用狀前另以書面明示指示 貴行者外：

(1) 貴行及／或其任何通匯銀行得收受及接受之提單為由運送人或為運送人或其代理人所簽發載明已收受運送之物品之清潔提單或單據，不論該等單據內是否另載有其他特別條款及其收受貨物之日期為何。 貴行得收受任何由海上運送人或其代理人所簽發之海運提單，而不論該項運送是否全程均經由水路；(2) 部份裝運及／或運送數量超過信用狀規定者，貴行亦得接受並得給付有關之匯票票款，但立約人對 貴行已支付之匯票票款或因此所負之債務在信用狀金額之範圍內需負補償之責任；(3) 倘信用狀規定於特定期間內分批裝運者，如託運人未於任一規定期間內裝運時，縱其後續之其他分批裝運係在特定期間內，貴行仍得自行決定是否拒絕支付與該未如期裝運部分及其後續之裝運有關之匯票票款；(4) 貴行及／或其任何往來銀行得收受並接受之保險單據為保險單或保險證明書，其保險金額不需超過銀行依信用狀規定所應付款之金額；及(5) 貴行及／或其任何往來銀行得收受、接受或支付由信用狀規定應開立或簽發匯票或其他單據之開立人或簽發人之管理人、遺產執行人、受託人或破產管理人所開立或簽發之任何符合規定之匯票或其他單據。

(b) Bank Discretion. Except as the Customer may otherwise expressly instruct the Bank in writing prior to the opening of any Credit: (i) the Bank and/or any of its correspondents may receive and accept as "bills of lading" clean on board bill(s) of lading or document(s) issued, or purporting to be issued, by, or on behalf of, any carrier which acknowledge(s) receipt of goods for transportation, whatever the specific provisions of such document(s) and the date of such receipt. Any such bill of lading issued by, or on behalf of, an ocean carrier may be accepted by the Bank as an "ocean bill of lading" whether or not the entire transportation is by water; (ii) partial shipment(s) and/or shipment(s) in excess of the quantity called for in the Credit may be made and the Bank may honor the relative drafts; provided, that the liability of the Customer to reimburse the Bank for payments made, or obligations incurred, on such drafts shall be limited to the amount of the Credit; (iii) if the Credit specifies shipments in installments within stated periods, and the shipper fails to ship in any designated period, the Bank may, at its option, refuse to honor drafts relating to the installment so failed and/or any installment(s) subsequent thereto, even though the shipment of such subsequent installment(s) may be made in the designated

period(s); (iv) the Bank and/or any of its correspondents may receive and accept as documents of insurance either insurance policies or insurance certificates which need not be for an amount of insurance greater than the amount paid by the Bank pursuant to the Credit; and (v) the Bank and/or any of the Bank's correspondents may receive, accept or pay as complying with the terms of the Credit, any draft or other documents, otherwise in order, which may be drawn, or issued by, an administrator, executor, trustee or receiver of the party in whose name the Credit provides that any drafts or other documents should be drawn or issued.

(c) 證照：立約人應：(1) 立即取得與信用狀有關之所有貨物進口、出口、裝運等所需之證照；(2) 遵守與該等貨物運送或其融資有關之政府法令之規定；(3) 依 貴行之要求隨時提供有關之證明文件；(4) 向 貴行認可之保險公司以銀行可接受之保險金額就貨物予以投保；(5) 將保險單或保險證明書之權益讓與予 貴行，或依 貴行之選擇，以貴行為保險理賠之受益人；且(6) 如 貴行要求時，將保險費已正常繳付及保險公司已同意前述讓與之證據提交 貴行。

(c) Licenses. The Customer shall: (i) promptly procure any required licenses for the import, export or shipping of any and all goods shipped in connection with any Credit; (ii) comply with any and applicable law and all government regulations in regard to the shipment of any and all such goods or the financing thereof; (iii) furnish such certificates with respect thereto as the Bank may at any time request; (iv) keep the goods insured in amounts and with insurers acceptable to the Bank; (v) assign the policies or certificates of insurance to the Bank or, at the Bank's option, make the loss or adjustment, if any, payable to the Bank and (vi) furnish the Bank, if requested, with evidence of regular payments of the insurance premiums and evidence of acceptance by the insurers of such assignment.

(d) 擔保／違約：為擔保立約人對 貴行所負之所有債務（包括立約人對貴行所負現在及將來可能隨時發生之所有債務及或有債務），立約人茲確認並承認所有運送文件、倉單、保險單或保險證明書，及其他與依信用狀規定簽發之匯票有關之單據，及依信用狀規定運送之貨物或簽發之匯票（不論該等單據或貨物係由 貴行自動或依立約人指示交付予立約人依信託關係占有或為其他處置者）及就前述文件收取之款項，均屬 貴行所有， 貴行有占有及處分之全權，直至上開所有債務均已全部清償及解除為止。所有由 貴行或其任何往來銀行占有之所有上開貨物及／或單據及收取之款項，均得由 貴行依下述規定持有並處分之，但雙方均瞭解 貴行或其任何往來銀行不論在任何時候接受任何性質之其他擔保（包括現金）均不得視為 貴行放棄其依總約定書所享有之任何權利或權限。 貴行或其任何往來銀行所持有或為 貴行而持有依總約定書規定作為擔保之所有貨物及／或單據，得由 貴行自動或依立約人指示交予立約人依信託關係占有，立約人應依 貴行要求簽署並交付 貴行可接受之任何信託收據及／或信託收據融資文件，並支付有關之申請費



用。雙方均瞭解， 貴行依總約定書及上開單據所享有之權利係 貴行依有關法律規定享有之權利以外之額外之權利（而非 貴行依法享有之權利之限制）。提單、倉單或 貴行隨時持有或 貴行之任何往來銀行為 貴行隨時持有之 貴行因此等單據而承兌匯票之其他有關之單據，一經移轉、出售、交付、提出或背書，立約人應賠償 貴行並使 貴行或其任何往來銀行免於因此原因所生之任何請求或訴訟所遭受之損害。

(d) Security/Default. As security for any and all Obligations, the Customer hereby recognizes and admits the Bank's ownership in and unqualified right to the possession and disposal of, any and all shipping documents, warehouse receipts, policies or certificates of insurance and other documents relating to drafts drawn under any Credit and to any and all goods shipped in connection with any Credit, to any of the drafts drawn thereunder (whether or not such documents or goods are released to, or upon the order of, the Customer in trust or otherwise) and to the proceeds of the foregoing, until such time as all such Obligations have been fully paid and discharged. All such goods and/or documents, and the proceeds thereof, coming into the Bank's possession, or that of any of the Bank's correspondents, may be held and disposed of by the Bank as hereinafter provided, it being understood that the receipt by the Bank, or by any of the Bank's correspondents, at any time of other security of whatsoever nature, including cash, shall not be deemed as a waiver of any of the Bank's rights or powers hereunder. Insofar as any goods and/or documents, which may be held by the Bank, or for the Bank's account, as collateral hereunder may be released by the Bank to, or upon the order of, the Customer in trust, the Customer will sign and deliver to the Bank on demand such trust receipts and/or statements of trust receipt financing as may be satisfactory to the Bank, and will pay any related filing fees, it being understood that the Bank's rights as specified herein or therein shall be in addition to, but not in limitation of, the Bank's rights under any applicable law. Upon any transfer, sale, delivery, surrender or endorsement of any bill of lading, warehouse receipt or other document at any time(s) held by the Bank or held for the Bank's account by any of the Bank's correspondents, related to any draft(s) accepted by the Bank in reliance thereon, the Customer shall indemnify and hold the Bank harmless from and against each and every claim, demand, action or suit which may arise against the Bank or any such correspondent(s), by reason thereof.

(e) 免責：總約定書內任何規定皆不應構成立約人與 貴行間之委任關係， 貴行及其任何往來銀行、代理人、主管及受僱人對下列均不負責：(1) 信用狀可能之使用或受益人因使用信用狀所為之行為或不行為；(2) 單據所表彰貨物之存在、特性、品質、狀況、包裝、價值或交付；(3) 單據所表彰貨物之特性、數量、狀況或價值與實際不符；(4) 單據

或其上之背書之效力、充分性或真實性，縱該單據之全部或部分事實上經證實全部或部分無效、不充分、虛偽或偽造；(5) 貨物裝運之時間、地點、方式或裝運情狀；(6) 部份裝運或不完全裝運或對信用狀所示貨物未為運送或短少；(7) 保險之性質、適當、效力或真實性；(8) 保險人之償債能力或責任、或與保險有關之其他風險；(9) 因託運人及／或與貨物或貨物運送有關之他人之違背指示、遲延、違約或詐欺；(10) 簽發與貨物有關單據之任何人之償債能力、責任或與貨物之關係；(11) 貨物或其相關單據之遲延到達或未到達；(12) 到達通知或其他通知之遲延發出或未發出；(13) 託運人或出賣人與受貨人或買受人間契約之違約情事；(14) 匯票未引述或未適當引述有關之信用狀或讓購匯票、未檢附單據、任何人未提出或接受信用狀或未依信用狀規定將匯票與單據分開寄送，縱信用狀本身對上開各款有明文要求時，貴行亦得免除上開要求；及(15) 因郵寄、電報（無線或其他方式）、傳真訊息或者是傳送中所生之錯誤、殘缺、中斷或遲延。貴行對其任何往來銀行、代理人、主管或受僱人之任何行為、錯誤、過失、違約、不行為、無償債能力或生意失敗，均不負責。前條任何情事之發生應不影響、損害或妨礙貴行在總約定書下所賦予之權利或權限。為加強（而非限制）前述條款之精神，立約人茲再同意貴行或其任何往來銀行、代理人、主管或受僱人因信用狀或有關之匯票、單據或財產所為或所承受之行為、不行為，如係屬善意且符合貴行或其任何往來銀行認定應適用之法律、慣例或法規之規定者，對立約人均有拘束力，貴行及其任何往來銀行、代理人、主管或受僱人對立約人均不負任何責任。

(e) Waiver of Liability. Nothing herein shall constitute a relationship of mandate between the Customer and the Bank and neither the Bank nor any of the Bank's correspondents, agents, officers or employees shall be responsible for: (i) the use which may be made of the Credit or for any acts or omissions of the beneficiary(ies) in connection therewith; (ii) the existence, character, quality, condition, packing, value or delivery of the goods to be represented by documents; (iii) any difference in character, quantity, condition or value of the goods from that expressed in documents; (iv) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (v) the time, place, manner or order in which shipment is made; (vi) partial or incomplete shipment, or failure or omission to ship any or all of the goods referred to in the Credit; (vii) the character, adequacy, validity or genuineness of any insurance; (viii) the solvency or responsibility of any insurer or for any other risk connected with insurance; (ix) any deviation from instructions, delay, default or fraud by the shipper and/or any other(s) in connection with the goods or the shipping thereof; (x) the solvency, responsibility or relationship to the goods of any party issuing any documents in connection with the goods; (xi) delay in arrival, or failure to arrive, of either the goods or any of the documents relating thereto; (xii) delay in giving, or failure to give, notice of arrival or any other notice; (xiii) any breach of contract between

the shipper(s) or vendor(s) and the consignee(s) or buyer(s); (xiv) failure of any draft to bear any reference or adequate reference to the Credit, or failure of documents to accompany any draft at negotiation, or failure of any person to surrender or to take up the Credit or to send forward documents apart from drafts as required by the terms of the Credit, each of which provisions, contained in the Credit itself, may be waived by the Bank or (xv) errors, omissions, interruptions or delays in transmission or delivery of any messages whether by mail, cable, telegraph, wireless or fax. The Bank shall not be responsible for any act, error, neglect, default, omission, insolvency or failure in the business of any of the Bank's correspondents, agents, officers or employees. The happening of any one or more of the contingencies referred to in the preceding Section shall not affect, impair or prevent the vesting of any of the Bank's rights or powers hereunder. In furtherance and extension, and not in limitation, of the specific provisions hereinbefore set forth, the Customer hereby further agrees that any action, inaction or omission taken or suffered by the Bank, or by any of the Bank's correspondents, agents, officers or employees, under or in connection with any Credit or the relative drafts, documents or property, if in good faith, and in conformity with such laws, customs or regulations as the Bank, or any of the Bank's correspondents, may deem to be applicable thereto, shall be binding upon the Customer and shall not place the Bank or any of the Bank's correspondents, agents, officers or employees under any resulting liability to the Customer.

(f) 貨物：總約定書第五條所稱之「貨物」係包括但不限於貨物及商品及其有關之單據、擔保金、請求權及其他各種形式之財產（不論為不動產及／或動產）及立約人與其有關之任何權利或利益。

(f) Goods. The word "goods" as used in this Section 5 shall include, but shall not be limited to, goods and merchandise, as well as any and all documents related thereto, security funds, causes of action and any and all other forms of property, whether real, personal or a combination thereof and any right or interest of the Customer therein or thereto.

(g) 修改：如 貴行依立約人要求而同意就信用狀變更或修改下列事項，總約定書就該等變更或修改後之信用狀，包括 貴行或其任何往來銀行所為之任何相關行為，仍均具拘束力：(1) 信用狀之金額或期間；(2) 貨物裝運之時間或地點；(3) 匯票、承兌或其他單據之簽發、讓購、提示、承兌、或到期；及／或(4) 信用狀之任何其他條款或約定。

(g) Modifications. In the event of any change or modification with respect to (i) the amount or duration of any Credit; (ii) the

time or place of shipment of any goods; (iii) the drawing, negotiation, presentation, acceptance, or maturity of any drafts, acceptances or other documents or (iv) any of the other terms or provisions of any Credit, at the request of the Customer, this Agreement shall be binding upon the Customer in all respects with regard to such Credit as so changed or modified, inclusive of any action taken by the Bank or any of the Bank's correspondents relative thereto.

(h) 遠期信用狀：除總約定書及申請書另行規定之條款外，立約人並同意下列有關遠期信用狀之額外條款：

(h) Usance Credits. In addition to and not limited by the terms and conditions set out herein and in the Applications, the Customer agrees to the following additional terms and conditions with respect to usance credits:

(1) 授權：立約人茲此授權 貴行、其總行、分行及往來銀行代立約人承兌任何與信用狀規定相符之匯票。(2) 費用：立約人應依 貴行隨時決定之費率按匯票面額支付自承兌日起至到期日止之遠期信用狀費用。(3) 付款：立約人應於所承兌之匯票之到期日前一日依 貴行要求之幣別將其票面金額相等之款項存入 貴行。

(1) Authorization. The Bank, its head office, branches and correspondents are hereby authorized to accept drafts drawn in conformity with any Credit on behalf of the Customer.

(2) Charges. The Customer shall pay all usance fees at such rates as the Bank shall from time to time determine from the date of acceptance to date of maturity on the face amount of the drafts.

(3) Settlement. The Customer shall one day prior to the maturity of any accepted draft, place with the Bank (in such currency as the Bank may require) the face amount thereof.

(i) 押匯：如 貴行為立約人辦理押匯時：

(i) Negotiation. When the Bank negotiates a credit for the Customer:

(1) 非委任：於辦理信用狀押匯時， 貴行並非立約人或開狀行之代理人或受任人。 貴行並無義務代立約人審閱立約人提出之文件，開狀行拒絕付款或不獲付款時立約人須承擔該等風險， 貴行不負任何責任。除非 貴行收訖相關匯票之全額款項， 貴行所支付之任何款項應視為對立約人之貸款，且於 貴行認為合理之期間內，如因貨物不符或其他任何原因（包含但不限於開狀行、其往來銀行或其次代理人之行為、不行為、違約、停業或破產）， 貴行未獲信用狀之開狀行付款，立約人應立即償還 貴行所支付之款項並加計利息，利息自 貴行付款日至立約人償付日（包括該日），依 貴行決定之利率計算，立約人並應償付 貴行因此所生之所有損失、損害、成本及費

用。

(1) No Mandate. When negotiating a credit, the Bank is not acting as the agent of, or under mandate from, either the Customer or the issuing bank. The Bank undertakes no obligation to review documents presented by the Customer on behalf of the Customer and shall have no liability for any rejection thereof or other non payment by the issuing bank. Any such rejection or non payment is solely at the risk of the Customer. Any sums disbursed by the Bank to the Customer hereunder shall, unless and until the Bank receive payment in full under the relevant negotiable draft(s) be deemed a loan to the Customer and, in any and all events, should the Bank fail, within a period the Bank, in its sole discretion, considers reasonable, to receive payment from the issuing bank of the L/C resulting from any assertion of discrepancies, or for whatsoever other reason (including without limitation, action, omission, default, suspension or insolvency of the issuing bank, or any such correspondent or sub-agent thereof), the Customer shall immediately refund to the Bank the sums disbursed by the Bank to the Customer together with interest thereon from the date of such disbursement to and including the date of the Customer's refund to the Bank at the interest rate determined by the Bank from time to time and shall also indemnify and hold harmless the Bank from and against any and all losses, damages, costs and expenses sustained by the Bank with respect thereto.

(2) 授權：立約人茲此進一步授權 貴行、 貴行之其他分行及往來銀行得就拒絕立約人之所有帳戶之提領及/或不兌現立約人帳戶所開具之任何支票或匯票並得不經通知即將立約人任何帳戶之餘額(不論債權到期與否)用來清償債務或取得在 貴行、 貴行之其他分行及往來銀行保管下之立約人任何其他財產，用以清償立約人因此所生之所有義務。

(2) Authorization. The Customer hereby further authorizes the Bank, the Bank's branches and correspondents to block the withdrawal from and/or to dishonor any checks or drafts drawn on any and all of the Customer's accounts and to apply without notice any credit balance (whether matured or not) outstanding upon any and all Customer's accounts or to appropriate any other property of the Customer in the custody or control of the Bank, its branches and correspondent banks and to apply the same to satisfaction of any of the Customer's obligations arising hereunder.

(3) 文件歧異：立約人茲同意：如 貴行為立約人辦理押匯時，縱使立約人所提單據及匯票與信用狀條款不符，如發生任何拒絕承兌、拒絕付款、拒絕償付之情事，不論其原因為何，一經 貴行請求，立約人應立即償付 貴行上述單據及匯票之金額，並

依適用利率計算自押匯日起至清償日止之利息，並補償 貴行所生之一切損失、支出及費用；立約人並授權 貴行、 貴行之其他分行或往來銀行得賠償匯票付款人、付款銀行及償付銀行所要求因上述單據不符所生一切損失，俾取得該單據及匯票之承兌、付款或償付；立約人並同意一經 貴行要求立即補償 貴行因 貴行、 貴行之其他分行及往來銀行因上述賠償所生之一切債務、損失及費用。

(3) Discrepancies. If the Bank negotiates a credit for the Customer, notwithstanding any discrepancy which may exist between the documents and drafts and the terms of the applicable letters of credit, the Customer agrees to refund the Bank, upon demand, the value of such documents and drafts and to pay to the Bank interest computed at the Applicable Rate for the period from the day of negotiation to the date of refund in the event of non-acceptance, non-payment or refusal to reimbursement, as applicable, and to reimburse the Bank for all losses, costs and expenses that may be incurred, sustained, or paid by the Bank; and the Customer further authorizes the Bank, its branches and correspondent banks to give the drawees and/or paying or reimbursing banks such indemnities for all losses and consequences arising from such discrepancy as they may require in order to obtain acceptance and/or payment or reimbursement for such documents and drafts; and the Customer agrees to indemnify the Bank on demand for all liabilities, losses, costs and expenses that may be incurred, sustained or paid by the Bank, its branches and correspondent banks arising from such indemnities.

(j) 其他授權：立約人茲授權 貴行或 貴行之代理人：

(j) Further Authorization. The Customer authorizes and empowers the Bank or its agents:

(1) 有條件之承兌：得接受付款人附有條件之承兌，並得於票據到期日票款付清後，將隨同票據作為擔保之附屬單據交予付款人或承兌人；此種授權亦可適用於（但不限於）付款人於相關匯票期限內已停止支付，或宣告破產、或清算時之承兌；及

(1) Conditional Acceptance. to permit conditional acceptance by the drawee, or to deliver relevant documents to the drawee or the acceptor upon payment of the negotiable instruments at maturity; such authorization shall be taken to extend, without limitation, to cases of acceptance for honor when the drawee suspends payment, becomes bankrupt, or goes into liquidation during the tenor of the relevant draft(s); and

(2) D/A交易：就承兌交單(D/A)之匯票，得於付款人承兌匯票後，將附隨之貨運單據交付之。若匯票到期而付款人拒絕或遲延付款， 貴行毋須負任何責任。立約人當將該匯票

之全部款項及因而增加之匯費及手續費，如數償還 貴行，並擔保 貴行不因此而受任何損失。

(2) D/A Transactions. in the event of drafts under a "documents against acceptance" (D/A) transaction, to deliver the shipping documents to the drawee against its acceptance of the drafts; in such case, the Customer undertakes to hold the Bank harmless from any consequences that may arise by so doing, and to pay the Bank the amount of any balance of the drafts with remittance fees and charges should the acceptor default in payment at maturity.

為免疑慮，第五條(j)之規定並不限制 貴行於總約定書下其他之權利。

For the avoidance of doubt, nothing in this Section 5(j) is intended to limit any right of the Bank provided elsewhere herein.

#### 第六條：抵銷：

在 貴行所有的其他權利之外，且不限制 貴行所有的其他權利之情形下， 貴行有權對立約人存放於 貴行之所有存款(活期存款或定期存款，且不論其幣別)及其他 貴行所欠立約人或立約人為受益人之債務(下稱「貴行債務」)，隨時主張抵銷，以之抵充立約人應支付 貴行之各項到期債務，不論 貴行是否有提出任何本約定書下之請求，且儘管於抵銷時 貴行債務尚未到期亦得主張，不論其原本之到期時間為何(該等貴行債務應於抵銷時被視為到期，且立約人茲此授權 貴行代表立約人終止並提取該等存款)。貴行同意於行使抵銷權並抵充後即時通知立約人，但若未給予該等通知，亦不影響行使抵銷權並抵充之效力。

6. SET-OFF. IN ADDITION TO AND NOT LIMITED BY SUCH OTHER RIGHTS AS THE BANK MAY HAVE, THE BANK, MAY AT ANY TIME AND FROM TIME TO TIME SET-OFF AND APPLY ANY AND ALL DEPOSITS (TIME OR DEMAND AND REGARDLESS OF THE CURRENCY(IES) THEREOF) AT ANY TIME HELD AND OTHER INDEBTEDNESS AT ANY TIME OWING BY THE BANK TO OR FOR THE CREDIT OR THE ACCOUNT OF THE CUSTOMER ("BANK OBLIGATIONS") AGAINST OR OTHERWISE PURSUE COLLECTION OF ANY AND ALL OF OBLIGATIONS OF THE CUSTOMER THEN DUE AND PAYABLE TO THE BANK IRRESPECTIVE OF WHETHER OR NOT THE BANK SHALL HAVE MADE ANY DEMAND UNDER THIS AGREEMENT AND ALTHOUGH, IN THE CASE OF SET OFF, THE BANK OBLIGATIONS MAY BE UNMATURED (SUCH BANK OBLIGATIONS SHALL BE DEEMED TO HAVE MATURED UPON ANY SUCH SET-OFF AND THE BANK IS HEREBY AUTHORIZED TO TERMINATE AND WITHDRAW SUCH DEPOSITS, FOR AND ON BEHALF OF THE CUSTOMER) WITHOUT REGARD TO THE ORIGINAL MATURITY THEREOF. THE BANK AGREES PROMPTLY TO NOTIFY THE CUSTOMER AFTER ANY SUCH SET-OFF AND APPLICATION; PROVIDED, THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT AFFECT THE VALIDITY OF SUCH SET-OFF AND APPLICATION.

第七條：擔保(a) 擔保物權：立約人應依 貴行所要求之形式及內容將各擔保物提供予 貴行，作為各項債務之擔保。

7. Security. (a) Security. As security for the Obligations, the Customer shall provide to the Bank the Security in form and substance as required by the Bank.

(b) 登記：立約人應依法令規定及 貴行之要求，為設定此等擔保物權而為一切必要之登記、移轉占有、移轉所有權或辦理其他手續，其費用由立約人負擔。若立約人未履行此項義務，其後果應由立約人自行負責，概與 貴行無涉。擔保物之倉租、登記費、稅捐、規費、維護費及其他與擔保物有關之應付費用概由立約人負擔。立約人如怠於登記、移轉或為其他必要之行為， 貴行得（但無義務）予代辦，其費用概由立約人負擔，若 貴行代為墊付費用時，立約人應立即償還該等墊付費用並依適用之利率計付利息予 貴行。

(b) REGISTRATIONS. THE CUSTOMER SHALL, FOR ITS OWN ACCOUNT, TIMELY AND DULY EFFECT ALL REGISTRATIONS, TRANSFERS OF POSSESSION, TRANSFER OF TITLE AND OTHER PROCEDURES WITH RESPECT TO THE SECURITY IN ACCORDANCE WITH RELEVANT LAWS AND REGULATIONS AND THE REQUIREMENTS OF THE BANK. IF THE CUSTOMER FAILS TO EFFECT SAME, THE CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY LIABILITY FLOWING THEREFROM AND THE BANK SHALL NOT IN ANY WAY BE HELD RESPONSIBLE THEREFOR, ALL WAREHOUSE CHARGES, REGISTRATION FEES, TAXES, DUTIES, MAINTENANCE FEES AND OTHER EXPENSES WITH RESPECT TO THE SECURITY SHALL BE BORNE BY THE CUSTOMER. IN THE EVENT THE CUSTOMER FAILS TO EFFECT REGISTRATION OR TRANSFER, OR FAILS TO TAKE ANY OTHER ACTION AS AND WHEN REQUIRED, THE BANK MAY (BUT SHALL NOT BE OBLIGATED TO) EFFECT SAME ON BEHALF OF THE CUSTOMER; ALL COSTS AND EXPENSES INCURRED THEREFOR SHALL BE BORNE BY THE CUSTOMER AND THE CUSTOMER SHALL REIMBURSE THE BANK FOR ALL SUCH COSTS AND EXPENSES ON DEMAND, TOGETHER WITH INTEREST THEREON AT THE THEN APPLICABLE RATE.

(c) 擔保物之維護：立約人確切聲明並保證，所有擔保物均為立約人或擔保物提供人所有，他人並無任何權利。立約人應維持、保持擔保物於良好之狀態，並採取必要之措施以維持擔保物之價值。如發現擔保物有瑕疵、價值不足或對其權利發生爭議，立約人應立即替換、增供於形式上及實質上皆令 貴行滿意之擔保物。如因不可歸責於貴行之事由，致擔保物有價值減少、毀損滅失或有毀損滅失之虞者，立約人應依 貴行之要求立即提供額外擔保物或增繳現金。擔保物如因政府收歸國有或被徵收，而立約人得領取補償金時，對於該補償金之領取，立約人茲謹授權 貴行為代理人全權為之，並以總約定書為該項授權之證明；因此領得之所有款項，悉依 貴行決定之方式償付或提前清償立約人之各項債務，或存入特別帳戶。

(c) Maintenance of Security. The Customer hereby represents and warrants to the Bank that all the Security is duly owned by it or



by the provider thereof free and clear of any encumbrances in favor of any party other than the Bank. The Customer shall maintain and preserve the Security in good order and do all acts necessary or appropriate to preserve the value thereof. If the Security is found to be defective, of insufficient value or subject to dispute, the Customer shall immediately replace the Security or furnish additional security in form and substance satisfactory to the Bank. In the event the value of the Security is reduced or the Security is destroyed or damaged or is in danger of being destroyed or damaged due to any cause outside the Bank's control, the Customer shall immediately furnish additional security or cash as required by the Bank. Should the Security be nationalized by any government authority or otherwise expropriated and the Customer thereby becomes entitled to receive payment, the Bank shall be entitled to, and the Bank is hereby authorized by the Customer to, receive said payment on behalf of the Customer and to apply all of such payment to the repayment/payment/pre-payment of the Obligations and/or to deposit the same to the Special Account, as the Bank deems appropriate.

(d) 貨物：擔保物如為貨物時，立約人茲保證該貨物之品質及數量與提單、倉單等文件所載者相符，且同意依 貴行之要求設定信託占有或其他擔保權益予 貴行。如其品質或數量不符時，立約人應負責賠償貴行之損失。

(d) Goods. To the extent that the Security is goods, the Customer represents and warrants that the quality and quantity thereof is as specified in the corresponding bills of lading, warehouse receipts or like documents and agrees to register such trust receipt or other security interests as the Bank may require. The Customer shall indemnify and hold the Bank harmless in the event of any discrepancy in such quality or quantity.

(e) 不動產及機器設備：如擔保物為不動產或機器設備時，立約人應設定登記抵押權及其他適當之權利予 貴行，且其形式及實質內容均應令 貴行滿意；非經貴行書面同意，立約人決不拆除或改建抵押之機器設備及建築物，或在抵押之土地上另行起造建築物，亦不得就該等不動產及機器設備另設定抵押權、擔保權益或其他負擔予他人或使其遭受扣押，亦不得就其訂立租約、修改現行之租約或就其全部或部分為其他任何處分行為。

(e) Real Estate and Equipment. To the extent that the Security is real estate or equipment, the Customer has or shall create and register mortgages and other rights, as appropriate, in favor of the Bank in form and substance satisfactory to the Bank and the Customer shall not, without the Bank's prior written consent, demolish, remodel or erect any building on any land provided as the Security, create or suffer to be created other mortgages,

encumbrances, attachments or security interests over any such real estate or equipment in favor of any other party, enter into or amend any lease agreement thereof or otherwise dispose of all or any part of same.

(f) 價值評估：貴行得隨時選任或指定鑑定人對擔保物之價值加以鑑定。立約人應（並應促使擔保物提供人）充分配合該鑑定行為。此項鑑定費用應由立約人負擔，若貴行先行墊付時，立約人應立即償還並依適用之利率計付利息。

(f) Appraisals. The Bank may at any time and from time to time cause the Security or any part thereof to be appraised by an appraiser selected and/or retained by the Bank. The Customer shall, and shall cause any provider of such Security to, fully cooperate in any such appraisal. The cost of any and all such appraisals shall be borne by the Customer and shall be reimbursed to the Bank, on demand, together with interest thereon at the Applicable Rate.

(g) 擔保物之處分：於違約情事（定義如後）發生時，貴行得不另通知立約人，在法律許可最大範圍內，逕行以抵銷、變賣、拍賣或其他方法處分擔保物，其費用由立約人負擔，若貴行先行墊付費用時，一經貴行要求，立約人應即償還並依適用之利率計付利息。處分擔保物所得款項，悉依貴行決定之方式償付或提前清償立約人之各項債務，或存入特別帳戶。若處分擔保物所得款項不足償付或擔保立約人之全部債務時，立約人應立即補足差額。

(g) Disposal of Security. If there occurs an Event of Default (defined below), the Bank may, without giving notice to the Customer, dispose of the Security by set-off, private sale, auction or otherwise, to the greatest extent permitted by law, and the expenses incurred thereby shall be borne by the Customer and be reimbursed to the Bank, on demand, together with interest thereon at the Applicable Rate. Any and all proceeds of such disposal shall be applied against the repayment/payment/prepayment of the Obligations and/or to deposit the same to the Special Account, as the Bank deems appropriate. If said proceeds are insufficient to repay/cash collateralize all of the Obligations, the Customer shall pay to/deposit with the Bank, on demand, the balance thereof.

(h) 保全擔保物：立約人茲授權貴行、貴行之代理人或僱用人，得為管理、執行、保護及保全擔保物而為一切貴行認為必要之行為，包含但不限於為設立警衛而進入立約人之房屋、為保管而扣留或遷移擔保物、送達通知及辦理登記等。為避免疑慮，貴行對於擔保品，除以合理之注意義務為相關保管及保存外，並無其他義務。惟貴行並無義務給予任何文書之先前當事人通知或採取任何保留權利之其他步驟（立約人茲此同意採取該等步驟）。

(h) Preservation. The Customer hereby authorizes and empowers the Bank or any of its agents or employees, for and on behalf of the Customer or otherwise, to do all acts and things as the Bank deems necessary or appropriate to administer, perfect, enforce, protect and/or preserve the Security including, without limitation, entering upon the premises of the Customer for purposes of posting guards, sequestering and/or removing the Security for safekeeping, the giving of notices and the making of registrations. For the avoidance of doubt, the Bank shall have no obligation with respect to the Security except to use reasonable care in the custody and preservation thereof, provided, however, that the Bank shall not be obligated to give any notice or take any other steps necessary to preserve rights against any prior party or parties to any instrument (which steps, the Customer hereby agrees to take).

(i) 保險：立約人應自行負擔費用以 貴行為優先受益人向 貴行認可之保險公司就擔保品投保足額火險及 貴行所要求之其他保險；並將 貴行認可之保單、保費收據及其他相關文件交予 貴行存執。立約人如未依照辦理， 貴行得(但無義務)代為購買該等保險，其保費概由立約人負擔，立約人並應支付自 貴行墊付保費之日起至實際清償日止依遲延利率計算之利息。但立約人清償債務之義務並不因該項保險而得以免除。

(i) Insurance. The Security shall, at the Customer's own cost and expense, be insured in full amount against fire and other risks as designated by the Bank, with an insurance company acceptable to the Bank, with the Bank as the preferred beneficiary; and the Customer shall provide the Bank for its retention with the original insurance policy, the receipts for insurance premiums or other documents satisfactory to the Bank. Whenever the Bank consider it necessary, the Bank may, at its option, have the same insured against the fire risk and other risks, and the relevant insurance premiums thereof if advanced by the Bank shall be reimbursed by the Customer immediately upon demand together with interest thereon at the Default Rate for the period from the date of making the advance to the date of reimbursement. The obtaining of such insurance shall in no way relieve the Customer of any obligation to make payment of any Obligation.

(j) 增提擔保物：立約人同意，如 貴行認為須增加或更換擔保物或保證人時，一經通知，立約人即應照辦，且其形式及實質內容均應令 貴行滿意，但不得因此而影響 貴行原有之擔保權益及保證利益。

(j) Additional Security. If, at any time, the Bank determines such to be necessary or appropriate, the Customer shall, upon demand by the Bank, furnish such additional Security or guarantees or replace same in form and substance satisfactory to

the Bank; provided, that the Bank's rights to, and interests in, the original Security or any guarantee shall not in any way be reduced thereby.

#### 第八條：立約人之聲明及承諾

(a) 聲明：

(1) 立約人（如為法人時）係依設立地法律組織設立並合法存續，有權持有其資產並經營其現營之業務。

#### 8. Customer's Representations and Covenants.

(a) Representations.

(1) The Customer (if a corporation) is duly organized and validly existing under the laws of its place of organization, with all requisite corporate power and authority to conduct its business and to own its properties.

(2) 立約人訂定、交付及履行總約定書業經合法授權，且(i)並未違反法令、判決、裁定及其公司章程，(ii)亦未違反該立約人於其他合約下之義務或使其發生任何違約情事，或(iii)除於總約定書簽訂前已取得者外，並無須另取得任何第三人之同意。

(2) The execution, delivery and performance by the Customer of this Agreement have been duly authorized by all necessary corporate actions and do not and will not (i) violate any provision of any law, regulation, order, judgment, decree or award or the articles of incorporation of the Customer, or (ii) result in a breach of, or constitute a default under, any other agreement or instrument to which the Customer is a party or by which it or its properties are bound or (iii) require the consent of any third party save to the extent such consent has been obtained prior to the date hereof.

(3) 總約定書及相關文件一經簽署即構成立約人合法及有效之義務，並得依其條款執行。

(3) This Agreement and relevant documents constitute the legal, valid and binding obligations of the Customer, enforceable in accordance with their respective terms.

(4) 立約人為有效簽訂、交付及履行總約定書及相關文件，所須取得之各項法院或政府機關核准、許可、執照、申報及登記，均已辦妥取得且均具有完全之效力。

(4) All consents, approvals, licenses, exemptions from filing and registrations from, or with, any government agency or any court, required for the conduct of the business of the Customer, and the valid execution, delivery and performance or admissibility in evidence of this Agreement or relevant documents to which the Customer is a party have been obtained or made and are in full force and effect.

(5) 立約人、立約人之最終控股公司及立約人所屬控股公司之各分支機構均完全遵守與執行其業務相關之所有法令、規則及命令（包括但不限於所有相關之反貪腐、環境及社會法令及公司治理規定）。

(5) The Customer, the Customer's ultimate holding company and each subsidiary of the Customer's holding company are in compliance in all respects with all laws, regulations, rules and orders relating to the carrying on of its business (including but not limited to all applicable anti-corruption, environmental and social laws and governance requirements).

(6) 匯票承兌：(i)一切由立約人簽發並委託 貴行為承兌付款之匯票，均係因國內或國際合法交易為基礎所產生，且匯票之期限不超過其基礎交易之付款期限，(ii)除委託 貴行為承兌外，並未就承兌匯票之基礎交易另為其他任何融資，嗣後亦絕對不再以該基礎交易為其他融資之標的，及(iii)所提交 貴行之各項交易憑證均屬真實正確，絕無虛假情事。

(6) Acceptance of Drafts. (i) every draft drawn by the Customer to be accepted for payment by the Bank arises out of lawful domestic/international transaction and the tenor of each draft presented for acceptance will no be longer than that of the underlying transaction; (ii)no financing is made based on the underlying transaction, other than the acceptance financing to be extended by the Bank hereunder, and that the Customer will not procure any additional financing based on the same underlying transaction, and(iii)all transaction documents submitted to the Bank are genuine and correct.

(b) 承諾：(1)存續：在各項債務或融資完全償清之前，立約人應：(i)維持其公司之存續，維持其營業所需之各項執照，並維持其財產之所有權；(ii)依有秩序、正常且有效率之方式經營業務；(iii)遵守各項法律、規章、規則及主管機關之各項規定；(iv)備置並保存適當之帳簿、表冊及記錄；及(v)支付就立約人、其收入、利潤或財產所課徵之一切稅捐或規費，並適時繳納，以免遭受處罰或使政府依法對其財產(包含但不限於擔保物)取得留置權或其他優先權利。

(b) Covenants.

(1) Existence. So long as any Facility remains outstanding, the Customer shall (i) maintain its corporate existence and all licenses necessary for the conduct of its business and operations or the ownership of its properties; (ii) conduct its business in an orderly, efficient and regular manner; (iii) comply with the requirements of all applicable laws, regulations, requirements and orders of all governmental authorities having jurisdiction over it; (iv) keep and maintain proper books and records; and (v) pay and discharge all taxes, assessments and governmental charges or levies imposed upon it, its income, profits or properties, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a lien, charge or encumbrance upon any of its properties, including, without limitation, the Security.

(2) 通知：下列任一情事發生時，立約人應即通知 貴行並提出其最高執行業務主管或財務主管所出具之詳細報告，說明立約人所採取之對策：(i) 立約人之營業、經營結構、人事或財務情況發生重大或實質變化；(ii) 立約人發生繫屬於法院、仲裁機構或政府機關之訴訟或其他程序；(iii) 立約人發生違約情事（定義如後）或因時間之經過、通知或二者而可能造成違約情事；(iv) 立約人就其財產或資產設定抵押權、質權或其他擔保物權、負擔。

(2) Notices. The Customer shall immediately upon the occurrence thereof give notice in writing to the Bank together with a detailed statement by the chief executive or chief financial officer of the Customer of the steps being taken with respect thereto (i) of any material or substantive change in the Customer's business, management structure, personnel or financial condition; (ii) of any litigation or other proceedings by or before any court, arbitration panel or government agency; (iii) of any Event of Default (defined below) or an event which with the passing of time or the giving of notice or both would constitute an Event of Default (defined below); and/or (iv) of the creation of any mortgage, pledge, conveyance or encumbrance over any of its property or assets.

(3) 檢查：貴行有權於正常營業時間內，派員（包含但不限於 貴行所選任之獨立之會計師或其他顧問人員）檢查立約人之帳簿、表冊、記錄及各項有關文件，並抄錄或影印有關部份，以瞭解立約人依總約定書及其他有關文件之約定清償債務之能力，並得檢視擔保物。

(3) Inspection. Upon request of the Bank, the Customer shall give any representative of the Bank (including, without limitation, any independent accountants or other consultants designated by the Bank) access during normal business hours, to, and permit the Bank to examine or make extracts from, such of its

books, records and documents as may be pertinent to its ability to perform hereunder or under the documents executed pursuant hereto and/or to inspect the Security.

(4) 禁止之約定：立約人未經 貴行事前以書面同意，絕不得為下列行為：

(i) 與他人合併；(ii) 出售、出租或以其他方式轉讓或處分其資產之全部或主要部分；(iii) 就擔保物設定或准許他人設定留置權、質權或其他擔保物權；(iv) 與他人進行異於一般正常商業行為之交易；(v) 自非依法設立之金融機構借款；或(vi) 貸款予他人，但對其客戶之正常商業性融資不在此限。

(4) Negative Covenants. The Customer shall not without the prior written consent of the Bank (i) enter into any merger or consolidation; (ii) sell, lease or otherwise transfer or dispose of all or a substantial portion of its assets; (iii) grant or suffer to exist any lien, attachment or security interest over any of the Security; (iv) enter into any transaction other than at arm's length on normal commercial terms; (v) borrow funds other than from licensed financial institutions; or (vi) extend any loans other than normal trade credits extended to its customers.

(5) 財務報表：

年報表：一經製作完成但不得遲於每年會計年度終結後一百二十天內，立約人應將其該年度之查帳報告（包含附註），包括截至該年度末之資產負債表、損益表、盈餘分配表送交貴行。該等查帳報告應由 貴行認可之獨立會計師事務所依中華民國一般公認之查帳標準製作、簽證（其包含之內容應適用中華民國一般公認之會計原則表示）；此查帳報告應以適用之法定貨幣表示，並檢附該查帳之會計師事務所之說明書，說明其於適當查詢後得知立約人並無違約情事或因時間之經過、通知或二者而可能構成違約情事；若已有違約情事發生，並敘述該等情事。

(5) Financial Statements. (1) Annual Statements. As soon as available but not more than one hundred twenty (120) days after the end of each fiscal year of the Customer, the Customer shall provide the Bank with a copy of its annual audit report (including footnotes) for such year, including therein its balance sheet as of the end of such fiscal year and statement of its income, retained earnings and dividends. Such audit report shall be prepared (and certified) by an independent public accounting firm acceptable to the Bank in accordance with generally accepted Republic of China audit standards and the information contained therein shall be presented in accordance with generally accepted Republic of China accounting principles consistently applied. Such audit report shall be stated in the applicable lawful currency and be accompanied by a certificate from such accounting firm stating that to the best of their knowledge and belief after due inquiry no Event of Default (defined below) and no event which

constitutes, or which with the giving of notice or passage of time or both could constitute, an Event of Default has occurred and is continuing or, if such an event has occurred, a statement as to the nature thereof.

(6) 其他資料：立約人並同意依 貴行之要求隨時提供有關其財務及營業狀況之其他資料。

(6) Other Information. The Customer shall provide the Bank with such other information concerning the financial condition and operations of the Customer as the Bank may from time to time request.

(7) 其他文件： 貴行認為必要時，立約人應隨時另簽署其他文件及文書，並為其他貴行要求之行為，以完成、保全或實行、處分擔保物、由擔保物所孳生之收入、股利、孳息或其他各項利益。

(7) Other Documents. The Customer shall from time to time execute, seal, sign and deliver all such other documents and instruments and do all such other acts and things as the Bank deems necessary or appropriate to carry out the intent hereof and/or to perfect, preserve or realize the Security or any income, dividends, interest or other benefits arising thereunder.

(8) 關於適用法規之資料與同意：立約人應於 貴行為確保 貴行遵循適用法規，而隨時合理要求立約人就其於適用法規下之身分或狀態提供相關表格、文件及其他資訊時，將該等表格、文件及其他資訊提供予 貴行。立約人並同意 貴行蒐集、處理、利用、傳輸(含國際傳輸)並揭露上開資料，以符合適用法規，包括但不限於由 貴行蒐集、處理、利用、傳輸並揭露上開資料予 由貴行或 貴行代理人代表立約人向其收受款項或給付款項之人，以及依適用法規應對其為揭露之政府機關。

(8) Information and Consent in relation to Applicable Laws and Regulations. The Customer will supply to the Bank such forms, documentation, and other information relating to its status pursuant to the Applicable Laws and Regulations as the Bank may reasonably request from time to time to ensure its compliance with the Applicable Laws and Regulations. **THE CUSTOMER FURTHER CONSENTS TO THE COLLECTION, PROCESSING, USE, TRANSMISSION (INCLUDING INTERNATIONAL TRANSMISSION) AND DISCLOSURE BY THE BANK OF SUCH INFORMATION IN ORDER TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE COLLECTION, PROCESSING, USE, TRANSMISSION AND DISCLOSURE BY THE BANK OF SUCH INFORMATION TO PERSONS FROM WHOM THE BANK AND ITS AGENTS RECEIVE OR MAKE PAYMENTS ON BEHALF OF THE CUSTOMER AND TO GOVERNMENTAL AUTHORITIES AS REQUIRED BY APPLICABLE LAWS AND REGULATIONS.**



第九條：本票

為擔保立書人所負之債務，立書人應於簽署總約定書之同時或 貴行要求之時，簽署並交付 貴行形式及內容經 貴行認可之本票及本票授權書，並隨時依 貴行之要求換發形式及內容經 貴行認可之新本票及本票授權書。

9. Promissory Note

As a security for the Liabilities, the Undersigned shall, at the same time of signing this Agreement or upon request by the Bank from time to time, execute and deliver promissory note(s) and letter(s) of authorization in form and substance satisfactory to the Bank, and shall upon request of the Bank, issue new promissory note(s) and letter(s) of authorization in form and substance satisfactory to the Bank from time to time for replacement of the existing promissory note(s).

第十條： 收益保障

如因法令變更或中華民國政府機關變更其見解，致 貴行所收受之利息、承兌費、保證費或其他本約定書或與債務有關契約下所規定之應付款項之計稅基礎變更，或因 貴行應提列之準備金或特別存款或資本適足比率或其他類似之規定變更，致 貴行提供融資之成本提高，或 貴行自提供融資所得之收益減少，立書人同意一經 貴行請求立即向 貴行支付所請求之金額以彌補 貴行所受之損失。

10. Yield Protection

If, after the date of this Agreement, any change in applicable law or regulation or in the interpretation thereof by the ROC government authorities shall change the basis of taxation on interest, acceptance fees, guarantee fees or other payments to the Bank under this Agreement or any other agreements in connection with the Liabilities, or any change in any reserve, special deposit, capital adequacy ratio or similar requirements for the account of credit extended by the Bank, shall increase the cost to the Bank in making or maintaining any credit or reduce the amount receivable by the Bank from making or maintaining any credit, then the Undersigned will pay to the Bank, upon demand, such additional amount or amounts as will compensate the Bank, as the case may be, for such additional costs incurred or reduction suffered.

第十一條：違約情事

立約人如發生下列任一情事即構成總約定書所稱之違約情事（下稱「違約情事」）：(a) 立約人未能按期支付或償付依總約定書、動用申請及／或融資文件所應付 貴行之任一宗本金債務（包括未能依存入現金請求支付款項至特別帳戶）者；(b) 立約人有依破產法聲請和解、聲請宣告破產，依法聲請公司重整，經票據交換所通知拒絕往來、或有停止營業、清理債務或發生無法支付到期債務之情事者；(c) 立約人依其與 貴行之約定負有提供擔保之義務而不依約提供者；(d)（立約人為自然人時）立約人死亡而其繼承人於繼承開始後聲明限定繼承或拋棄繼承者；(e) 立約人於總約定書、動用申請及／或融資文件內所為之任一聲明或保證事項嗣經發現為不實或誤導貴行者；(f) 立約人未能按期支付依總約定書、動用申請及／或融資文件所應給付予 貴行之任一宗利息、費用或本金除外之其他應付款項，而未於 貴行給予立約人書面通知後五日內（下稱「補正期限」）補正者；(g) 擔保物或提供予 貴行作為債務擔保之其他擔保或保證被查封、滅失、成為無效、無法執行、價格低落或不敷擔保債權，或任一保證人或擔保物提供者發生本條(a)至(f)款及(h)至(n)款所列之各項情況，而未能於補正期限內補正者，或任一保證人依民法754條之規定終止保證者；(h) 立約人自 貴行所取得之融資，其實際資金用途與 貴行核定用途不符，而未能於補正期限內補正者；(i) 立約人之財產或擔保物受強制執行、假扣押、假處分或其他保全處分致立約人對 貴行之債務有不能受償之虞，而未能於補正期限內補正者；(j) 立約人未能按期支付其另與 貴行或第三者締結之其他合約下所應支付之款項，或立約人（不論係以主債務人或保證人身分）之金錢債務已發生加速到期或准許加速到期之情況者；(k) 立約人違反其於總約定書、動用申請及／或融資文件下任一規定，而未能於補正期限內補正者；(l) 任何與融資有關或以該項融資支應之計劃案或立約人之業務所需之各項政府許可、登記或執照被吊銷或停止，或立約人取得該項融資、執行該計劃或經營其事業因故已變為不合法，而未能於補正期限內補正者；(m) 立約人或因刑事而受沒收主要財產之宣告者；或(n) 立約人之管理、營運或財務狀況發生重大不利之變化，而未能於補正期限內補正者。

倘有前述任一違約情事發生時， 貴行得拒絕提供融資予立約人，並得通知立約人並宣告所有融資及相關債務立即全部到期（亦即立約人原得享有之期限利益應立即喪失，其對 貴行之各項債務應立即全部到期），屆時，立約人應立即向 貴行清償所有債務及／或償付 貴行因提前償付或有債務所墊付之款項，或依 貴行之決定，將與尚未清償之或有債務等額之款項存入特別帳戶，但 貴行依其他約定應享有之權利（包括但不限於總約定書第二條(e)款、第四條及第五條及額度通知書、動用申請及融資文件）均不受影響。又，於違約情事發生後， 貴行得立即處分擔保物、提示本票請求付款，並依法或依約採取其他各項措施。

**11. EVENTS OF DEFAULT. ANY OF THE FOLLOWING EVENTS SHALL CONSTITUTE AN EVENT OF DEFAULT HEREUNDER ("EVENT OF DEFAULT"):** (a) THE CUSTOMER SHALL FAIL TO PAY OR REPAY ANY PRINCIPAL OF ANY OBLIGATION (INCLUDING FAILING TO PAY SUMS TO THE SPECIAL ACCOUNT UPON A CASH CALL) PAYABLE TO THE BANK WHEN DUE UNDER THIS AGREEMENT, ANY APPLICATION OR FACILITY DOCUMENTATION; (b) THE CUSTOMER SHALL BE THE SUBJECT OF AN APPLICATION FOR COMPOSITION (SETTLEMENT) OR A PETITION FOR DECLARATION OF BANKRUPTCY UNDER

THE BANKRUPTCY LAW, BE THE SUBJECT OF A PETITION FOR CORPORATE REORGANIZATION, BE REJECTED AND NOTIFIED BY THE BILLS CLEARING HOUSE, OR CEASE BUSINESS OPERATIONS OR THE CUSTOMER SHALL MAKE ANY ARRANGEMENT FOR THE SETTLEMENT OF ITS INDEBTEDNESS OR OTHERWISE BECOME UNABLE TO PAY ITS DEBTS WHEN DUE; (c) THERE IS AN OBLIGATION TO PROVIDE SECURITY ACCORDING TO THIS AGREEMENT, ANY APPLICATION OR FACILITY DOCUMENTATION, AND THE CUSTOMER SHALL FAIL TO PROVIDE SAME;; (d) (FOR INDIVIDUAL CUSTOMERS) THE HEIRS OR SUCCESSOR OF THE CUSTOMER SHALL ANNOUNCE A LIMITED INHERITANCE OR WAIVE RIGHTS TO INHERIT UPON THE CUSTOMER'S DEATH, OR THEREAFTER; (e) WHERE THE CUSTOMER HAS MADE REPRESENTATIONS AND WARRANTIES TO THE BANK IN THIS AGREEMENT, ANY APPLICATION OR FACILITY DOCUMENTATION AND SUCH REPRESENTATIONS AND WARRANTIES SHALL PROVE TO HAVE BEEN FALSE OR HAVE OTHERWISE MISLED THE BANK; (f) THE CUSTOMER SHALL FAIL TO PAY INTEREST, FEES OR ANY OTHER SUMS (OTHER THAN PRINCIPAL) DUE TO THE BANK IN ACCORDANCE WITH THIS AGREEMENT, ANY APPLICATION OR FACILITY DOCUMENTATION AND SUCH FAILURE IS NOT CURED WITHIN FIVE (5) DAYS AFTER THE BANK SENDS WRITTEN NOTICE TO THE CUSTOMER ("CURE PERIOD") ; (g) THE SECURITY OR ANY OTHER SUPPORT OR GUARANTEE PROVIDED TO THE BANK FOR THE OBLIGATIONS SHALL BECOME ATTACHED, DESTROYED, INVALID, UNENFORCEABLE, REDUCED IN VALUE OR OTHERWISE BECOME INSUFFICIENT TO SECURE THE OBLIGATIONS OR ANY OF THE EVENTS DESCRIBED IN SECTION 11(a) - (f) AND 8(h) - (n) SHALL OCCUR WITH RESPECT TO ANY GUARANTOR OR PROVIDER OF THE SECURITY AND ANY SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD OR ANY GUARANTOR SHALL TERMINATE ITS/HIS GUARANTEE PURSUANT TO ARTICLE 754 OF THE R.O.C. CIVIL CODE; (h) THE USE OF FUNDS OF ANY OBLIGATIONS OF THE CUSTOMER TO THE BANK SHALL VARY FROM THE BANK'S APPROVED PURPOSES AND ANY SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD; (i) THE CUSTOMER'S PROPERTY OR THE SECURITY SHALL BE THE SUBJECT OF COMPULSORY EXECUTION, PROVISIONAL ATTACHMENT, PROVISIONAL MEASURES OR OTHER PRECAUTIONARY MEASURES WHICH IS LIKELY TO ADVERSELY AFFECT THE BANK'S RECOVERY OF THE OBLIGATIONS AND SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD; (j) THE CUSTOMER SHALL FAIL TO MAKE PAYMENT OF ANY SUMS UNDER ANY OTHER AGREEMENT (WITH THE BANK OR THIRD PARTIES) WHEN DUE OR THERE OCCURS ANY EVENT WHICH ACCELERATES OR PERMITS ACCELERATION OF THE MATURITY OF ANY INDEBTEDNESS OR OTHER MONETARY OBLIGATION OF THE CUSTOMER (TO THE BANK OR THIRD PARTIES) WHETHER AS A PRIMARY OBLIGOR OR GUARANTOR; (k) THE CUSTOMER SHALL HAVE VIOLATED ITS CONTRACTUAL OBLIGATIONS SET OUT IN THIS AGREEMENT, ANY APPLICATION OR FACILITY DOCUMENTATION AND SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD; (l) ANY GOVERNMENTAL REGISTRATION, APPROVAL OR LICENSE REQUIRED IN CONNECTION WITH THE FACILITIES, THE ACTIVITIES BEING FINANCED BY THE FACILITIES OR THE CUSTOMER'S BUSINESS OPERATIONS SHALL BE REVOKED OR SUSPENDED OR IT OTHERWISE SHALL BECOME

UNLAWFUL FOR THE CUSTOMER TO OBTAIN THE FACILITIES, TO CONDUCT SUCH ACTIVITY OR TO CONDUCT ITS BUSINESS AND SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD; (m) THE CUSTOMER'S MAIN ASSETS ARE SUBJECT TO A CONFISCATION DECREE BY A COURT FOR A CRIMINAL OFFENSE; OR (n) THERE SHALL OCCUR A MATERIAL ADVERSE CHANGE IN THE MANAGEMENT, OPERATIONS OR FINANCIAL CONDITION OF THE CUSTOMER AND SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD.

IF AN EVENT OF DEFAULT SHALL OCCUR AND BE CONTINUING, THEN, THE BANK MAY REFUSE TO PROVIDE ANY FACILITIES TO THE CUSTOMER AND THE BANK MAY, BY NOTICE TO THE CUSTOMER, IMMEDIATELY DECLARE ALL OF THE OBLIGATIONS IMMEDIATELY DUE AND PAYABLE, THE CUSTOMER SHALL IMMEDIATELY REPAY THE OBLIGATIONS AND/OR REIMBURSE THE BANK ON ANY PREPAID CONTINGENT LIABILITIES AND/OR, AT THE BANK'S ELECTION, DEPOSIT SUMS TO THE SPECIAL ACCOUNT EQUAL TO THE THEN OUTSTANDING CONTINGENT LIABILITIES; PROVIDED, THAT NOTHING HEREIN SHALL LIMIT THE BANK'S RIGHTS UNDER ANY OTHER PROVISION HEREOF, INCLUDING WITHOUT LIMITATION, SECTION 2(e), 4 AND 5 HEREOF OR UNDER THE FACILITY LETTER, THE APPLICATIONS OR THE FACILITY DOCUMENTATION. UPON ANY EVENT OF DEFAULT, THE BANK MAY, WITHOUT LIMITATION, LIQUIDATE THE SECURITY, PRESENT ANY PROMISSORY NOTES IT HOLDS FOR PAYMENT AND TAKE ALL OTHER ACTIONS PERMITTED BY LAW OR CONTRACT.

#### 第十二條：手續費之調整

立約人同意遵守 貴行所訂立有關手續費之規定。但手續費如有調整， 貴行將於生效日 [三十] 天前以書面通知郵寄至立約人以書面向 貴行提供之最近期地址或以顯著方式於 貴行營業處所揭示以代通知。此手續費於客戶或銀行終止相關帳戶或各項服務時將不予退還。倘立約人不同意 貴行之修改，得隨時終止與銀行之帳戶往來及本約定書。

12. The Customer agrees to abide by the service fees prescribed by the Bank. In the event of an adjustment to such fees, the Bank will notify the Customer in writing at least [thirty] days prior to the effective date of such adjustment to the latest address provided by the Customer; alternatively, the Bank may satisfy this notice requirement by posting such adjustment at a prominent location at the Bank's business office. The fees provided herein are not refundable upon termination of the relevant accounts or of any services, whether by the Customer or by the Bank. If the Customer objects to such adjustments, the Customer shall be entitled to terminate the Account with the Bank and this Agreement at any time.

#### 第十三條：其他規定

(a) 轉讓： 貴行得隨時通知立約人（但不需經立約人同意）將其對立約人之各項權利之全部或部分連同擔保權益一併移轉予第三人，由該受讓人取得 貴行原有之權益。又，貴行得就其有關融資、債務及／或擔保權益之全部或部分權益，與他人為風險分擔之協議，而無需通知立約人或經立約人同意。

13. Miscellaneous. (a) Assignment. The Bank may upon notice to, but without the consent of, the Customer, assign any and all of the Bank's rights and benefits in respect of the Obligations and the Security to any third party who shall thereupon, to the extent of such assignment, become vested with all the rights and benefits vested in the Bank hereunder or thereunder and the Bank may, without notice to or consent of the Customer, grant participation in all or any part of the Bank's rights and benefits in respect of the Facilities, the Obligations and/or Securities.

(b) 免除：立約人同意就 貴行所持有由立約人所簽發、背書、承兌或保證之票據，免除作成拒絕證書、提示及為各種請求、通知之義務。

(b) Waiver. The Customer hereby waives demand, protest and notice of any kind with respect to any and all negotiable instruments issued, endorsed, accepted or guaranteed by the Customer.

(c) 費用負擔： 立約人應負擔貴行因行使、完成、執行或保全其依總約定書所得主張各項權益及其他有關融資及擔保物權之一切權益所發生之成本及費用（包含內聘及外聘律師費、會計師及其他顧問費、擔保物鑑定、警衛、倉儲、運輸之費用及其他手續費及其他為保全擔保物所支出之費用，及 貴行因參加立約人公司重整、破產及其他類似程序所支出費用）。此等費用應視為總約定書所稱債務之範圍，應屬總約定書有關之一切權益所擔保之範圍。如任一擔保物係由第三人所提供，除該第三人已給付相關費用外，立約人應負擔 貴行因行使、完成、執行或保全該擔保物所發生之費用。

(c) EXPENSES. THE CUSTOMER SHALL PAY, ON DEMAND, ALL COSTS AND EXPENSES (INCLUDING IN-HOUSE AND EXTERNAL LAWYERS', ACCOUNTANTS' AND OTHER CONSULTANTS' FEES, THE COSTS OF APPRAISALS OF THE SECURITY AND GUARD, STORAGE, TRANSPORTATION AND OTHER FEES AND COSTS TO PRESERVE THE SECURITY) INCURRED BY THE BANK IN CONNECTION WITH THE EXECUTION, IMPLEMENTATION, ENFORCEMENT AND PRESERVATION OF ANY AND ALL OF THE BANK'S RIGHTS AND INTERESTS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE FACILITIES AND/OR THE SECURITY INCLUDING, WITHOUT LIMITATION, THE COSTS AND EXPENSES OF PARTICIPATION IN ANY CORPORATE REORGANIZATION, BANKRUPTCY OR LIKE PROCEEDING. ANY SUCH COSTS AND EXPENSES SHALL BE DEEMED OBLIGATIONS FOR ALL PURPOSES OF, AND SHALL BE ENTITLED TO ALL OF THE BENEFITS OF, THIS AGREEMENT. WHERE ANY SECURITY FOR THE CUSTOMER'S OBLIGATIONS AND LIABILITIES IS PROVIDED BY A THIRD PARTY, THE CUSTOMER SHALL PAY TO THE BANK ALL COSTS,

**CHARGES AND EXPENSES INCURRED BY THE BANK, RELATING TO OR ARISING FROM SUCH SECURITY, TO THE EXTENT THAT THEY ARE NOT PAID BY SUCH THIRD PARTY.**

(d) 連帶責任：總約定書如由數人（不論係自然人或法人）共同簽署時，除 貴行以外之所有簽署人均應依中華民國民法第二百七十二條之規定，負連帶債務人之責任。

(d) Joint and Several Liability. If this Agreement is signed by more than one person or entity, all the signatories other than the Bank shall be held jointly and severally liable hereunder in accordance with Article 272 of the Civil Code of the Republic of China.

(e) 修改：總約定書之修改，非經 貴行及立約人雙方以書面簽署同意，不得為之。

(e) Amendment. The Agreement shall not be amended or modified except by written instrument duly signed by the Bank and the Customer.

(f) 繼承人及受讓人：總約定書之效力及於立約人之繼承人、受讓人、代理人、清算人、破產管理人、遺產管理人及 貴行之受讓人。但未得 貴行事前以書面同意，立約人不得將其於總約定書及融資項下之權利義務轉讓予他人。

(f) Heirs and Successors. This Agreement shall be binding upon the heirs, successors, assigns, representatives, liquidators and executors of the Customer and on the assigns of the Bank; provided, that the Customer may not assign or otherwise transfer any of its rights or obligations hereunder or with respect to the Facilities without the express prior written consent of the Bank.

(g) 通知：有關總約定書之連絡、通訊、請求或通知，如應送交立約人者，於 貴行以傳真發送、或以書面派人遞送或以普通郵件寄發至立約人簽名處所列之地址，或立約人另行以書面通知 貴行之地址，即視為已依法送達。任何對 貴行之通知，應以書面或傳真為之，並送至後列之 貴行地址，但須於 貴行確實收到後，始生送達效力。

(g) Notices. Any communication, demand or notice to the Customer with respect hereto shall be deemed duly and properly made or given if made or given by fax or in writing delivered by hand or mailed by ordinary mail to the Customer at the address indicated after the Customer's signature hereon, or at such other address as the Customer may designate by notice to the Bank in writing. Any notice to the Bank shall be made in writing or by fax and delivered to the address of the Bank as set out below and said notice to the Bank shall be effective only upon the Bank's actual receipt thereof.

(h) 資金運用：對於立約人就融資之運用， 貴行不負任何責任。

(h) Use of Funds. The Bank shall not be responsible for the use to which the Customer may put any Facility.

(i) 額外之權利：總約定書所規定 貴行之權益，並不排除 貴行依法得享有之其他權益；縱 貴行一時怠於行使任何權利，亦不得視為 貴行放棄該權利。

(i) Cumulative Rights. The rights and remedies of the Bank under this Agreement shall be in addition to and not exclusive of any rights or remedies which the Bank has under the law and, to the greatest extent permitted by applicable law, no delay by the Bank in exercising any right shall operate as a waiver thereof.

(j) 適用法律：

(j) Governing Law.

(1) 一般：總約定書有關事項應適用中華民國法律之規定，立約人應隨時遵守相關法令規定。倘因總約定書或融資涉訟時，得以臺灣臺北地方法院為第一審管轄法院或其他由貴行選定之法院為管轄法院。

(1) General. This Agreement shall be governed by the laws of the Republic of China. The Customer shall abide by all relevant laws and the regulations. The Customer hereby submits irrevocably to the non-exclusive jurisdiction of the Taiwan Taipei District Court as the court for the first instance or any other courts selected by the Bank in any proceedings relating to this Agreement or the Facilities.

(2) 擔保信用狀：除非總約定書另行載明，否則擔保信用狀之申請以及 貴行依該申請所簽發出具之擔保信用狀，應適用銀行擔保信用狀發行當時國際商會最新版本之「國際擔保函慣例」規定，並於不與「國際擔保函慣例」衝突之前提下，適用中華民國法令之規定。

(2) Stand-by Letter of Credit. Each Application for a stand-by letter of credit to be issued by the Bank and the stand-by letter of credit issued pursuant thereto shall, unless otherwise expressly stated therein, be governed by the then most current version, as in effect on the date of issuance of such stand-by letter of credit, of the International Chamber of Commerce Publication, "International Standby Practices" ("ISP") and, to the extent not inconsistent with the ISP, the laws and regulations of the Republic of China.

(3) 信用狀：信用狀讓購、開發、通知及確認之申請及 貴行就信用狀所為之讓購、開

發、通知及確認，均應依信用狀讓購、開發、通知及確認當時國際商會最新版本之「信用狀統一慣例」規定，並於不與「信用狀統一慣例」衝突之前提下，適用中華民國法律之規定。

(3) Commercial Letter of Credit. Each Application for negotiation, issuance, advice or confirmation of a Credit and any Credit, advice or confirmation issued by the Bank hereunder shall be governed by the then most current version, as in effect on the date of such negotiation, issuance, advice or confirmation, as applicable of the International Chamber of Commerce Publication "Uniform Customs and Practice for Documentary Credits" ("UCP") and, to the extent not inconsistent with the UCP, the laws of the Republic of China.

(k) 語言：總約定書、動用申請、融資文件及與擔保有關之文件，得同時以中文及英文做成。但如中文與英文之內容不一致時，應以中文內容為準。

(k) Language. This Agreement, the Applications, the Facility Documentation and all Security related documentation may be executed in both Chinese and English. In the event of any discrepancy between the Chinese and English texts hereof and thereof, the Chinese version shall govern.

(l) 授權簽字人員：立約人授權簽字之人員（下稱「授權簽字人員」）有變更時，除貴行確已收到立約人之書面通知外，對貴行不生效力。貴行得善意信任所有授權簽字人員所為之書面聯繫，就貴行依據該等聯繫而為之行為或所致之疏漏等後果，貴行無須負任何責任。

(l) Authorizations. No change in any authorized signatory of the Customer (an "Authorized Signatory") shall be binding on the Bank unless and until written notice thereof is given to and received by the Bank in writing. The Bank may rely on all written communications which the Bank believes in good faith to have been given by an Authorized Signatory and shall incur no liability to the Customer or otherwise as a result of any act or omission by the Bank in accordance with such communications.

(m) 可分性：總約定書及相關之文件之條文，若依法有無效、違法或無法執行之情事時，其他條文之有效性、合法性及可執行性仍不受影響。

(m) Severability. If any one or more of the provisions contained in this Agreement or any document executed in connection herewith is or shall become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.



(n) 持續有效：總約定書經立約人簽署後立即生效，且為持續性之合約。所有載於總約定書、與其相關之證明書、其他合約或文書內之同意、承諾、聲明及保證，於立約人清償與融資有關之全部債務之前，應繼續有效。

(n) Survival; Binding Effect. This Agreement shall become effective upon execution hereof by the Customer and is a continuing agreement. All agreements, covenants, representations and warranties herein and in any certificates and other agreements or instruments required to be executed hereunder or referred to herein shall continue to be in effect so long as any obligation of the Customer with respect to the Facilities remains outstanding regardless of the amount thereof.

(o) 無責任：如立約人及其擔保物因本項融資而遭受損失、法律上負擔、債務或損害，概與 貴行無涉， 貴行不須對立約人負任何責任，立約人並此明示，於法令許可之最大範圍內，放棄對 貴行之各項請求權。

**(O) NON-LIABILITY. THE BANK SHALL NOT BE ANSWERABLE OR LIABLE FOR ANY LOSS, LIABILITY, CLAIM OR DAMAGE TO THE CUSTOMER AND/OR THE SECURITY ARISING WITH RESPECT TO THE FACILITIES, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY THE CUSTOMER TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.**

(p) 經營結構之變更：立約人之內部經營結構改變或提供擔保之個人或團體之身份發生變化，或代表任何當事人簽署總約定書之個人已離職或已被撤回代表權限等變化，對總約定書之效力均無影響。

(p) Change In Management. Any change in the internal management of the Customer or the identity of any of the persons or business entities for whose liability the Security or any part thereof may at any time stand as security, or the fact that any person signing this Agreement for any party hereto shall subsequently cease to be in the employ of that party or lose the right to represent that party in any manner, shall not affect the validity or binding force of this Agreement.

(q) 非棄權： 貴行若怠於、遲延或未能行使總約定書之任何條款之約定，不得視為 貴行放棄該條款或其他條款之約定。 貴行對總約定書之任何約定所為之放棄，須以書面為之始為有效，且僅限於其明示放棄之部分，對某一條款之放棄並不影響其他條款之效力。

(q) Non-Waiver. Any forbearance, delay or failure on the part of the Bank to insist on performance of any provision hereof shall not constitute a waiver thereof or of any other provision herein contained. Any waiver of the provisions hereof by the Bank shall

be valid only if in writing and shall be strictly limited to the waiver stated therein and shall not constitute a waiver of any other provision hereof.

(r) 保密義務之免除：立約人茲不可撤回且無條件地授權 貴行得將其持有與立約人有關、或立約人與 貴行往來融資、存款、匯款或進行任何交易之資料提供予：(1)向 貴行提供專業諮詢或其他服務之人；及/或 (2) 貴行之總行、其他分行、代表人辦事處、子行、關係事業或總行之控股公司；及/或 (3) 中華民國、新加坡及因 貴行、 貴行之總行、其他分行、代表人辦事處、子行、關係事業或總行之控股公司從事商業活動而取得管轄權國家之金融主管機關、司法機構或其他政府單位；及/或 (4) 向 貴行受讓或以分擔風險方式參貸融資之受讓人及參貸人（包括可能之受讓人及參貸人）；及/或 (5) 擬向 貴行讓購資產及負債之讓購人，擬與 貴行進行合併之併購人，以及其他擬與 貴行進行類似交易之人；及/或 (6) 其他從事融資業務之金融機構、財團法人金融聯合徵信中心或各信用評等機構；及/或 (7) 受 貴行委託處理本合約下之各項交易及相關服務作業之 貴行之其他分行、關係事業、或第三人；及/或 (8) 依相關法令規定應向其揭露之人或依、法院或裁判機關之命令所指定之人；及/或 (9) 貴行認為有必要對其揭露之人。

立約人茲此放棄依據中華民國銀行法第四十八條銀行保密規定或其他類似之法令、規則、行政命令規定得反對該等揭露之權利。

(r). WAIVER OF CONFIDENTIALITY. THE CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS THAT THE BANK MAY DISCLOSE ANY AND ALL INFORMATION IN THE BANK'S POSSESSION REGARDING THE CUSTOMER, THE FACILITIES, REMITTANCES, DEPOSITS OR OTHER TRANSACTIONS BY THE CUSTOMER WITH THE BANK OR THE LIKE TO: (i) PROFESSIONAL ADVISORS OR OTHERS RENDERING SERVICES TO THE BANK AND/OR (ii) THE BANK'S HEAD OFFICE, OTHER BRANCHES, REPRESENTATIVE OFFICES, SUBSIDIARIES, AFFILIATES AND HOLDING COMPANY OF THE HEAD OFFICE AND/OR (iii) REGULATORY, JUDICIAL OR OTHER AUTHORITIES OF THE R.O.C., SINGAPORE OR OF ANY OTHER JURISDICTION IN WHICH THE BANK, THE BANK'S HEAD OFFICE, OTHER BRANCHES, REPRESENTATIVE OFFICES, SUBSIDIARIES, AFFILIATES AND HOLDING COMPANY OF THE HEAD OFFICE DO BUSINESS AND/OR (iv) ANY PARTICIPANT OR ASSIGNEE (INCLUDING POTENTIAL PARTICIPANTS/ ASSIGNEES OF OR IN ANY OF THE FACILITIES) AND/OR (v) ANY POTENTIAL ACQUIRER OF THE ASSETS AND LIABILITIES OF THE BANK, POTENTIAL MERGER CANDIDATE OF THE BANK, OR THE LIKE, AND/OR (vi) OTHER FINANCIAL INSTITUTIONS ENGAGED IN A LENDING BUSINESS, THE JOINT CREDIT INFORMATION CENTER OR THE VARIOUS CREDIT RATING AGENCIES AND/OR (vii) OTHER BRANCHES OR AFFILIATES OF THE BANK OR THIRD PARTIES WHICH THE BANK OUTSOURCES THE HANDLING OF CERTAIN TRANSACTIONS AND SERVICES HEREUNDER AND/OR (viii) ANY OTHER PERSON WHERE REQUIRED BY APPLICABLE LAW OR REGULATION OR PURSUANT TO ANY ORDER OF ANY COURT OR ANY TRIBUNAL AND/OR (ix) SUCH OTHER PERSON(S) AS THE BANK MAY CONSIDER NECESSARY FOR ANY PURPOSE WHATSOEVER. THE CUSTOMER HEREBY WAIVES AND AGREES NOT TO ASSERT THE BANK CONFIDENTIALITY PROVISIONS OF ARTICLE 48 OF THE R.O.C. BANKING LAW OR ANY OTHER LIKE LAWS, REGULATIONS OR DIRECTIVES AS MAY BE RELEVANT TO SUCH DISCLOSURES.

(s) 蒐集、處理及利用個人資料：立約人茲同意 貴行得為：(1)處理立約人與 貴行

之往來交易；(2)向立約人推介或准許第三人向立約人推介各項業務；及/或(3)從事相關法令所允許之其他交易，而蒐集(包括以錄音方式)或處理及利用立約人所提供(或將提供)或貴行所取得之個人資料。立約人茲聲明並保證其提供之其董事、監察人、主管、職員或第三人之個人資料，皆已取得各該董事、監察人、主管、職員或第三人對 貴行蒐集、處理及利用該等個人資料之同意。倘其董事、監察人、主管、職員或第三人對 貴行為任何請求時，立約人應負全部法律責任，絕無異議。

個人資料保護：關於本合約相關約款就個人資料保護事項，包括但不限於個人資料蒐集之目的、類別、利用期間、地區、對象、方式、所得行使之權利、不提供個人資料所致權益之影響，及 貴行關於個人資料相關規範之修訂等事宜，立約人茲承認已詳閱「新加坡華僑銀行履行個人資料保護法第八條第一項告知義務內容告知書」，並同意悉依該告知書所載內容辦理。

(s) COLLECTION, PROCESSING AND USE OF PERSONAL DATA. THE CUSTOMER HEREBY CONSENTS TO THE BANK'S COLLECTION (INCLUDING BY WAY OF RECORDED VOICE CALLS), PROCESSING, AND USE OF ANY AND ALL PERSONAL DATA OF THE CUSTOMER PROVIDED OR TO BE PROVIDED BY THE CUSTOMER TO THE BANK OR OTHERWISE ACQUIRED BY THE BANK FOR THE PURPOSES OF (I) HANDLING THE BANK'S TRANSACTIONS WITH THE CUSTOMER; (II) SOLICITING BUSINESS FROM THE CUSTOMER AND/OR ALLOWING THIRD PARTIES TO SOLICIT BUSINESS FROM THE CUSTOMER; AND/OR (III) SUCH OTHER PURPOSES AS MAY BE PERMITTED BY APPLICABLE LAWS AND REGULATIONS. THE CUSTOMER REPRESENTS AND WARRANTS THAT, WITH RESPECT TO ANY PERSONAL DATA REGARDING ANY EMPLOYEES, DIRECTORS OR SUPERVISORS OF THE CUSTOMER OR ANY THIRD PARTIES PROVIDED TO THE BANK BY THE CUSTOMER, EACH OF THE RELEVANT EMPLOYEES, DIRECTORS AND SUPERVISORS OF THE CUSTOMER OR ANY THIRD PARTIES HAS CONSENTED TO THE BANK'S COLLECTION, PROCESSING AND USE OF SUCH PERSONAL DATA. THE CUSTOMER WILL BE HELD SOLELY RESPONSIBLE, WITHOUT PROTEST, FOR ANY CLAIM MADE BY THE SAID EMPLOYEES, DIRECTORS OR SUPERVISORS OR THIRD PARTIES AGAINST THE BANK FOR SUCH USE.

PERSONAL INFORMATION PROTECTION. THE CUSTOMER HEREBY ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTOOD THE BANK'S "NOTIFICATION FOR THE OBLIGATIONS OF DISCLOSURE SUBJECT TO THE PARAGRAPH 1 ARTICLE 8 OF PERSONAL DATA PROTECTION ACT" ("NOTIFICATION") WHICH INDICATES THE PURPOSES, CATEGORIES, DURATION, AREAS, SUBJECTS, METHODS OF USE, AND THE RIGHTS THE CUSTOMER MAY ASSERT, THE EFFECT IF THE SELLER REFUSES TO PROVIDE SUCH INFORMATION, AND THE REVISION OF SUCH NOTIFICATION. THE CUSTOMER AGREES THAT THE BANK IS ENTITLED TO PROCESS HIS/HER/ITS INFORMATION IN CONNECTION WITH THE RELEVANT PARAGRAPHS UNDER THIS AGREEMENT PURSUANT TO SUCH NOTIFICATION.

(t) 賠償： 上述規定之適用不受限制外，立約人應立即全額賠償 貴行、 貴行之職

員、員工、代名人及代理人，使 貴行免於因總約定書之簽署、履行、執行，或因立約人未依前述第八(b)(8)條提供相關表格、文件及資訊而遭受或產生直接或間接的任何請求、要求、行動、訴訟、程序、命令、損失（直接或間接）損害、成本及費用（包括全額賠償所有課徵、稅務及其他徵收及法務費用）以及所有任何其他任何性質或種類之義務。

(t) Indemnity. Without limiting the foregoing, the Customer shall indemnify the Bank, its officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential) damages, costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of this Agreement, the failure of the Customer to supply to the Bank such forms, documentation, and other information pursuant to Section 8(b)(8).

(u) 遵循： 立約人聲明知悉 貴行須受中華民國、新加坡或其他國家有關反洗錢、反資助恐怖份子、反貪污、反抵制、稅務及其他類似法令下之報告義務及其他規定之規範，並同意於必要範圍內提供 貴行相關文件、資料及與 貴行為其他合作，以使 貴行符合上述法令之要求。若嗣後立約人成為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者，貴行得拒絕業務往來或逕行關戶。對於不配合審視、拒絕提供實際受益人或對立約人行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明，貴行得暫時停止交易，或暫時停止或終止業務關係。

(u) Compliance. Without limiting the foregoing, the Customer acknowledges that the Bank is subject to reporting and other requirements in the R.O.C., Singapore and other countries under anti money laundering and terrorist financing, anti-corruption practices, anti-boycott, tax and other similar laws and regulations and agrees to provide to the Bank such documents and information and to otherwise cooperate with the Bank as is necessary for the Bank to comply with such laws and regulations. If subsequently the Customer becomes under economic sanctions, or to become the terrorist or group of recognizing or tracing by foreign governments or international money laundering organizations, your bank may refuse business activity or close any account under this agreement with the Customer. For not fit, refused to provide actual beneficiary or covenantal persons exercising control over the information on the nature of the transactions or the source of funds and purpose unwilling to cooperate with instructions, your bank must temporarily suspend trading, or temporarily suspend or terminate the business relationship.

(v) 電子傳輸：立約人瞭解與 貴行間之電子郵件或其他電子傳輸方式並非全然安全、無毒及無錯誤，且其內容可能受干擾、竄改、遺失、破壞或延遲， 貴行就此所生之任何損失或損害不負任何責任。 貴行得監看、紀錄或保留與立約人間之傳輸內容。

(v) Electronic Transmissions. The Customer acknowledges that communications between the parties by email or other electronic means of communication are not secure or virus or error free and could be interrupted, corrupted, lost, destroyed or arrive late and the Bank will not be liable to the Customer for any losses or damages incurred or suffered as a result thereof. The Bank may monitor, record or retain communications between the parties.

(w) 委外處理：立約人瞭解，於金融監督管理委員會隨時所修訂之金融機構作業委託他人處理應注意事項許可之範圍內， 貴行得隨時將本約定書下之各項交易及相關服務之作業處理委託 貴行之其他分行、關係事業、或第三人辦理。

(w) OUTSOURCING. THE CUSTOMER CONSENTS THAT THE BANK MAY FROM TIME TO TIME OUTSOURCE THE HANDLING OF CERTAIN TRANSACTIONS AND SERVICES HEREUNDER TO OTHER BRANCHES OR AFFILIATES OF OVERSEA-CHINESE BANKING CORPORATION LIMITED, TAIPEI BRANCH AND OFFSHORE BANKING UNIT OR THIRD PARTIES TO THE EXTENT PERMITTED BY THE FINANCIAL SUPERVISORY COMMISSION OUTSOURCING GUIDELINES FOR FINANCIAL INSTITUTIONS AS IN EFFECT FROM TIME TO TIME.

(x) 確認：立約人特此聲明已詳讀並同意總約定書之所有條款。

(x) Confirmation. The undersigned has carefully read and agreed to all the terms and conditions of this Agreement.

在見證之下，簽署人茲簽訂本約。

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

\*  立約人茲明示確認其於詳閱總約定書並與 貴行商議個別條款內容後，完全瞭解並同意總約定書規範之義務範圍及上述第六條、第十一條、第十三(c)條、第十三(r)條、第十三(s)條及第十三(w)條所列之各項抵銷、費用、違約情事、同意及權利拋棄事項，包括但不限於保密義務之免除、處理個人資料、個人資料保護及委外處理。

\*  THE CUSTOMER HEREBY EXPRESSLY ACKNOWLEDGES THAT, AFTER HAVING SEPARATELY REVIEWED AND NEGOTIATED EACH SUCH PROVISION WITH THE BANK, THE CUSTOMER UNDERSTANDS AND SPECIFICALLY

\* 立約人應勾選空格並在旁簽名或鈐印。

\* Customer should check the box and initial/chop next to the box.

AGREES TO THE SCOPE OF OBLIGATIONS COVERED BY THIS AGREEMENT AND TO THE SET-OFF, EXPENSES, EVENTS OF DEFAULT, WAIVERS AND CONSENTS SET OUT IN SECTIONS 6, 11, 13(c), 13(r), 13(s) AND 13(w), ABOVE, INCLUDING BUT NOT LIMITED TO THE WAIVERS OF CONFIDENTIALITY, PROCESSING OF PERSONAL DATA, PERSONAL INFORMATION PROTECTION AND OUTSOURCING.

立約人/THE CUSTOMER :

By: \_\_\_\_\_  
Name(姓名):  
Title(職稱):  
Address for Notices(通訊地址):  
\_\_\_\_\_  
\_\_\_\_\_

貴行/BANK:

新加坡商新加坡華僑銀行股份有限公司  
台北分公司暨國際金融業務分行  
Oversea-Chinese Banking Corporation  
Limited, Taipei Branch and Offshore  
Banking Unit

By: \_\_\_\_\_  
Name(姓名):  
Title(職稱):  
Address for Notices(通訊地址):  
\_\_\_\_\_  
\_\_\_\_\_

中 華 民 國                      年                      月                      日  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_