

銀行往來總約定書

GENERAL AGREEMENT FOR BANKING TRANSACTIONS

致：新加坡商大華銀行有限公司台北分行

To: UNITED OVERSEAS BANK LTD., TAIPEI BRANCH

日期：

Date:

立約人 (下稱「立約人」) 就與新加坡商大華銀行有限公司台北分行、總公司或總公司之其他分公司或關係企業、銀行 (下稱「貴行」) 間，已成立或將成立之各項交易，除應履行於民國 年 月 日與 貴行訂立之授信確認書 (下稱「確認書」) 所規定立約人之義務外，茲不可撤回且無條件承諾遵守下列條款。除本總約定書另有明示規定外，總約定書之用語應與確認書之用語相同。

The undersigned _____ (the "Customer"), for and in consideration of transactions entered or to be entered into with the United Overseas Bank Ltd., Taipei Branch, its head office, or any other branch or affiliate thereof (the "Bank") hereby irrevocably and unconditionally agrees as follows in addition to those obligations of the Customer set out in that certain Letter of Offer dated as of _____, between the Customer and the Bank ("Facility Letter"). All defined terms used herein that are not otherwise expressly defined herein are defined as they are in the Facility Letter.

第一條：定義。

(a) 債務：本總約定書所稱之「債務」乃指立約人於現在或將來以各種方式對 貴行所負之直接或間接、完全或或有之債務、義務及責任，不論其係因票據、匯票、貸款、保證、墊款、信用狀、透支、承兌匯票、外匯交易或其他融資 (下稱「融資」) 所發生之，包括但不限於本金、利息、手續費、遲延利息、違約金、費用、墊款或其他，不論係到期或未到期之債務、共同連帶債務或單獨債務、可分或不可分債務；亦不論立約人直接與 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；不論立約人因受讓、繼承或其他原因而生之債務；亦不論立約人係以自己名義及利益或係為他人而負之債務。

1. Definitions.

(a) Obligations. The term, "Obligations" as used herein shall mean any and all current or future indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, of any kind of the Customer to the Bank, now or hereafter existing, without limitation, whether for principal, interest, fees, default interest, penalties, costs, expenses, reimbursements or otherwise arising out of negotiable instruments, drafts, loans, guarantees, advances, letters of credit, overdrafts, banker's acceptances, foreign exchange transactions or other credit facilities extended or to be extended by the Bank ("Credit Facilities"), whether due or not due, joint or several, dependent or independent, dispensable or indispensable, 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; whether by assignment, succession or otherwise; and whether held for the customer's own account or for the benefits of third parties.

(b) 擔保：本總約定書所稱之「擔保」乃指立約人為自己或第三人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、各種幣別之存款、應收帳款，包括但不限於遠期票據，立約人存放於貴行之其他存款或對 貴行之債權，或立約人對 貴行於現在或未來請求權，及立約人之其他權利、利益、資產或其他任何形式之財產。任何擔保物於送交予 貴行或

貴行之代理人或通匯銀行途中，或已劃歸 貴行或其代理人或通匯銀行所有，應即視為已由 貴行所占有。

(b) Security. The term, "Security", as used herein shall mean all present and future chattels, real estate, deposits in any currency, receivables including without limitation post dated negotiable instruments or other deposits and 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 its own benefit or the benefit of any third party or otherwise come into the possession, custody or control of the Bank or any other property of whatsoever kind. The Bank shall be deemed to have possession of any Security in transit to or set apart or held for it or any of its agents or correspondents.

(c) 申請及融資文件：本總約定書所稱之「申請」乃指立約人爲使用本融資所提出之書面申請（下稱「融資使用申請」）；所稱之「融資文件」乃指立約人爲使用本融資所簽發之各項合約及文書，包括擔保文件、本票及授權書。

(c) Applications and Facility Documentation. The term "Application" shall mean any written application by the Customer for utilization of a Credit Facility and the term, "Facility Documentation" shall mean any and all agreements and instruments, including security documents, promissory notes and authorization to complete promissory notes issued in conjunction with the utilization of any Credit Facility.

第二條：付款。

(a) 按時付款：立約人茲保證不論債務是否因違約情事、加速條款而提前到期或其是否已如期自他人收訖與此融資有關之款項，均應按時償付其所有債務。立約人茲不可撤銷授權 貴行，得逕行自立約人開立於 貴行之立約人帳戶內扣抵任何金額，以清償債務。立約人同意 貴行得於扣抵後通知立約人，但應自 貴行登帳扣抵時即生扣抵效力。立約人並同意，一經 貴行要求，應即簽妥足夠之取款條或支票交付 貴行，該取款條或支票簽發之方式及內容，應經 貴行認可。

2. Payment.

(a) Timely Payment. The customer hereby undertakes to pay or repay any and all Obligations when due whether as a result of any event of default, acceleration or otherwise and whether or not the Customer has received any payments due from third parties in connection with or relating to any Credit Facility. **In this respect, the Customer hereby irrevocably authorizes the Bank to debit any amount from any of the Customer's accounts with the Bank for settlement of any and all Obligations. The Customer further agree that, after such deduction, the Bank may notify the Customer but such deduction took effect immediately when the Bank debit the amount and enter into the accounts balances. The Customer further agrees upon the Bank's demand, to issue and deliver to the Bank sufficient copies of withdrawal slips and/or checks executed and completed in form and substance satisfactory to the Bank.**

(b) 利息／手續費：立約人應自 貴行提供融資之日起至清償日止，就其本清償餘額，依照雙方約定並載明於確認書及/或相關融資文件之年利率或其他利率／費率(下稱「適用之利率」)就其融資支付利息及手續費。利息應就未清償本金餘額，以 1 年 360 天或 365 天計（視相關之幣別而定），按實際經過日數計付，且係由 貴行爲最終之決定。

融資之利息及手續費，應於每月之最後銀行營業日繳付，但 貴行決定就該項融資預收手續費或預扣利息，或融資使用申請及/或融資文件另有約定者，不在此限。立約人應於 貴行請求時支付一切費用、利息、手續費、稅捐、墊款及其他應付予 貴行、往來銀行或代理人之費用或 貴行等已負擔之費用。

(b) Interest/Fees. The Customer shall, pay interest and/or fees with respect to Credit Facilities, on the amount thereof from time to time outstanding from the date of utilization thereof to the date of repayment at the rate per annum or other rate as the Bank and the Customer may from time to time agree under the Facility Letter and/or

the relevant Facility Documentation (the "Applicable Rate"). Interest shall accrue daily on the principal amount outstanding under the relevant Credit Facilities on the basis of actual number of days elapsed and a year of 360 or 365 days (depending on the relevant currency), as determined conclusively by the Bank.

Other than on Credit 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 Credit Facilities shall be paid monthly on the last Banking Business Day of the month or otherwise as specified by the Bank. The Customer shall pay to the Bank on demand all exchange expenses, interest, commission charges, disbursements and all other expenses whatsoever due to or incurred by the Bank, its agents and corresponding banks.

(c) 遲延利息及損害賠償：若立約人未按期償付債務，即應就其未付金額按 貴行就適用之利率增加百分之二(2%)(下稱「遲延利率」)自請求日起至實際支付日止(判決前及判決後)計付遲延利息。除依遲延利率計付之利息(下稱「遲延利息」)外，立約人並應償付 貴行因立約人之違約所蒙受之費用支出及損失。

(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, from the date of demand up to the date of actual payment (both before and after the judgment or decision) at the rate determined by the Bank from time to time to be **two percent (2%)** above the relevant Applicable Rate ("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) 提前到期：如立約人未按期清償債務或發生違約情事(定義如後)， 貴行得通知立約人宣布所有融資及相關債務立即全部到期，而該等債務即因此立即全部到期，且不影響 貴行依本總約定書或其他合約所得主張之其他權利(下稱「提前到期」)。

(d) Acceleration. Without prejudice to any other rights of the Bank hereunder or under any other agreement, in the event of any failure by the Customer to pay any Obligation when due or upon the occurrence of an Event of Default (defined below), the Bank may, by notice to the Customer, immediately declare any and all Credit Facilities and all Obligations with respect thereto immediately due and payable, whereupon such Obligations shall become or be forthwith due and payable ("Acceleration").

(e) 或有債務之提前清償、存入現金：如立約人未按期清償債務或發生違約情事(定義如後)，則：(1)對於 貴行受託為立約人或 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上述二條(c)款計算之遲延利息；(2) 貴行亦得通知立約人，要求立約人立即將其尚未清償之或有債務等額之款項(下稱「現金存入」)，存入 貴行名下之帳戶(下稱「特別帳戶」)。 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, in the event of any failure by the Customer to pay any Obligation when due or upon the occurrence of an Event of Default (defined below), (1) 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 Default Interest thereon from the date of such prepayment by the Bank to the date of reimbursement at the rate specified in Section 2 (c) above, and/or (2) the Bank may, upon notice to the Customer (“Cash Call”), 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. 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) 貨幣兌換：有關 貴行受託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(包含但不限於依下段約定所為之兌換)時，立約人即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。

於違約情事發生時， 貴行有權(但無義務)為調度資金、強制執行或其他目的，而逕行將立約人尚未清償之融資或擔保物，自一貨幣兌換為另一貨幣。

(f) 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 to 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 Credit Facility or Security then outstanding in any given currency into any other currency for purposes of funding, enforcement or otherwise.

(g) 銀行營業日：如任何應付款項之到期日並非台北市之銀行營業日(簡稱「銀行營業日」)，該到期日應順延至下一銀行營業日，但如下一銀行營業日屬於另一曆月份時，則應提前於原到期日之前一銀行營業日到期。

(g) Banking 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 Taipei (“Banking Business day”), such payment shall become payable on the next succeeding Banking 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 next preceding Banking Business Day.

(h) 款項之抵償：雖然本總約定書另有相反之約定，立約人償付 貴行之款項，得由 貴行決定之順序，抵償立約人積欠 貴行之各項債務。

(h) Application of Payments. Notwithstanding anything herein to the contrary, all payments by the Customer to the Bank shall be applied to Obligations and other sums owing to the Bank in such order of priority as the Bank may select.

(i) 清償之時間、地點：除融資使用申請、融資文件或本合約另有約定外，立約人償付 貴行之款項，應以新臺幣給付，並應於到期日之上午十一點(台北時間)前，以立即可用資金存入 貴行於 貴行臺北營業所之帳戶，或 貴行另行指定並通知立約人之地點或帳戶。

(i) Place and Time. All payments to Bank with respect to Obligations shall, unless otherwise specified, or provided for, in the relevant Application, Facility Documentation or therein, be payable in New Taiwan Dollars, not later than 11:00 a.m. (Taipei Time) on the due date thereof in immediately available funds to the account of the Bank at the Bank’s office in Taipei 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.

(j) 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、提前清償金額、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 貴行之應付未付款數額，立約人同意經 貴行授權人員所簽署之證明，應有絕對之效力，立約人絕無異議。

(j) Credit Account. The Bank shall open and maintain on its books one or more credit accounts in the Customer's name and showing amount and currencies of Credit Facilities, repayments, prepayments, the computation and payment of interest, fees and other amounts due and sums paid with respect to Credit 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.

(k) 稅捐：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，均應由立約人負擔，而立約人不可在應償付 貴行之債務中扣減或扣繳之以上稅捐及費用。如法律規定立約人須就本總約定書下之款項扣繳稅款時，則(1)立約人之應付金額應予增加，俾於扣除所規定之款項（包括因本項增加支付金額所應增加之扣繳款項）後，使 貴行所收訖之金額與未扣繳時之金額相同；(2)立約人應依法扣繳，並依有關法令將扣繳之稅款金額繳交主管之稅捐機關；且(3)於繳納相關稅款後，立約人應於____天內將繳稅收據正本（或經相關稅捐機關蓋戳證明付款之稅單副本），連同 貴行指定之其他證明文件送交 貴行。如立約人未依前項及第(2)及／或第(3)款規定履行義務，立約人應賠償 貴行因此而增繳之任何稅捐，利息或罰款。且基於融資或擔保所為之付款，或因簽署、交付、登記任何依本總約定書及其他合約所簽交之文書，或為其他有關行為所發生之一切現在或將來之印花稅、登記費或其他類似之稅費，亦應由立約人負擔。

(k) Taxes. Any and all payments made by the Customer to the Bank with respect to the Obligations or otherwise shall be made free and clear of and without deduction withholding for any present or future taxes, levies, imposts, deductions, charges or withholdings and all liabilities with respect there to. If the Customer shall be required by law to make any such deduction from any payment hereunder, (1) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank receives an amount equal to the same it would had no such deduction been made, (2) the Customer shall pay the full amount deducted to the relevant tax authority or other authority in accordance with applicable law, and (3) within _____ days the Customer shall send the Bank an original receipt (or a copy thereof that has been stamped by the appropriate taxing authority to certify payment) showing payment thereof, together with such additional documentary evidence as the Bank may from time to time require. If the Customer fails to perform its obligations under (2) or (3) of the preceding sentence, the Customer shall indemnify the Bank for any incremental taxes, interest or penalties that may become payable by the Bank as a consequence of such failure. The Customer shall also pay any present or future 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 Credit Facilities or the Security.

(l) 準備金費用： 貴行如因對立約人提供融資或維持融資，致須依有關法令或中華民國主管機關之指示或政策(不問是否有法律之效力)，另提準備金或特別存款，存款保險，或須配合相關評估、最低資本、適當資本或類似要求時，就 貴行因此所支出之額外成本或費用，立約人應依 貴行之要求補償 貴行，其金額由 貴行決定。

(l) Compliance Costs. The Customer shall pay to the Bank, on demand, such amounts as the Bank in its sole discretion determines are necessary to compensate it for any cost attributable to its extending or maintaining any Credit 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, whether by law, regulation, guideline or policy (whether or not having the force of the law), by the authorities of the Republic of China or any other jurisdiction

(m) 付款幣別：立約人瞭解本項融資得同時以一種或多種貨幣撥貸，其幣別包括但不限於新臺幣。立約人同意，除依法需以新臺幣支付之款項外，全部有關融資之清償或償付代墊款、手續費、利息及其他相關款項，均應以融資實際撥貸之幣別為之，而不論總本票面額或該融資之額度是否以其他幣別表示。立約人同意：前述付款之幣別（「付款貨幣」）之約定乃本項合約之重要事項，亦為本合約約定幣別，除非立約人依約償付之款項已依正常銀行作業程序轉換為付款貨幣並已匯至指定之付款地點，否則無論係依據判決或其他原因，立約人於本約下之義務均不得解除。無論係依判決或其他原因，倘立約人支付之款項，於兌換及匯款後之所得款項不足以於該指定付款地點以付款貨幣償付應付之款項，貴行將有權要求立約人立即補足，並得就此獨立向立約人另行追償。立約人應負責取得以付款貨幣付款所需之各項外匯或其他許可，但縱立約人未能取得該等許可，其應以付款貨幣清償債務之義務並不因而解除。倘立約人為獲取付款貨幣以清償融資，而將付款貨幣以外之款項存放交付貴行時，就計算利息之目的而言，該等款項並不構成對融資之清償，於該等款項已實際兌換成付款貨幣之前，立約人應承擔該等款項之匯率風險，有關融資及債務適用之匯率悉由貴行自行決定。發生「違約情事(定義如後)時，貴行為資金之調度或判決之執行或為其他原因之目的得自由決定（但不負義務）將「擔保物」或當時未清償之「融資」自特定幣別兌換為另一種幣別。

(m) Currency of Payment. The Customer acknowledges that Credit Facilities extended hereunder may be extended in one or more currencies including, without limitation, New Taiwan Dollars. The Customer agrees that, save to the extent payment is required by law or regulation to be made in New Taiwan Dollars, all repayments of and reimbursements, fees, interest and other sums payable to the Bank with respect to any Credit Facility shall, notwithstanding that any master promissory note or line limit may be expressed in a currency other than the currency in which such Credit Facility is extended, be payable in the currency in which such Credit Facility is extended. The Customer agrees that the specification of payment in a particular currency ("Payment Currency") is of the essence and the Payment Currency shall be the currency of account and payment in all respects shall not be discharged by an amount paid in any currency other than the Payment Currency whether pursuant to a judgment or otherwise, unless the amount so paid on prompt conversion to the Payment Currency and transfers to the place designated for payment of such Credit Facility, under normal banking procedures, yields the amount of the Payment Currency due under such Credit Facility. In the event that any payment, whether pursuant to a judgment or otherwise, upon such conversion and transfer does not result in payment of such amount of the Payment Currency in such place, the Bank shall be entitled to demand immediate payment of, and shall have a separate cause of action for, the deficiency in respect of payments due. The Customer shall be solely responsible to obtain all required foreign exchange or other approvals required for the making of such payment in the Payment Currency. The Customer's failure to obtain any such approval shall not relieve it of its obligations to make payment in the Payment Currency. In the event the Customer places any amount in any currency other than the Payment Currency with (the Bank for purposes of acquiring the Payment Currency with which to make payment under any Credit Facility, 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 Payment 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 Credit Facilities and the Obligations shall be as determined by the Bank. **The Bank may (but shall not be obligated to) in its sole discretion upon the occurrence of an Event of Default (defined below) to convert any**

Security or Credit Facility then outstanding in any given currency into any other currency for the purposes of funding, enforcement or otherwise.

(n) 外幣兌換：如為交易、付款及/或清償而需將一種貨幣轉換為另一種貨幣時，貴行應依據該日之牌告即期[買入/賣出]匯率計算。如因貨幣波動、外幣轉換、及與交易及付款及/或清償相關之損失及限制，應由立約人承擔。

(n) Currency Conversion. Should it become necessary to convert one currency into another currency to execute a transaction or make payment and/or repayment, the Bank shall apply the then prevailing posted spot [buying/selling] exchange rate for such currency as of the date thereof. All risks with respect to currency fluctuations, foreign exchange conversion, and losses and restrictions in connection with the transactions and payments and/or repayment shall be borne by the Customer.

(o) 填寫文件：立約人交付予 貴行之票據、融資使用申請、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、不可撤銷地授權 貴行代為填寫該空白處，包括填入日期、金額及其他 貴行認為必要之資料及文件，以確保其文件之有效性。

(o) 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 the Bank deems necessary or appropriate in order to ensure the validity of the document.

(p) 匯票／商業本票之保管及交付：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出售予票據交換所或第三人，立約人瞭解，依習慣或往例，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。而立約人亦不得因該等款項之未給付，而免於償還 貴行因承兌該等匯票或保證該等商業本票所支出之所有相關款項之義務。

(p) Custody and Delivery of Drafts/Commercial Paper. If the Customer shall at any time deliver to the Bank drafts or bills or exchange for acceptance by the Bank or commercial paper for guarantee by the Bank and then for sale by the Bank thereof, on behalf of the Customer, to any Bills House or other party, the Customer hereby acknowledges that such drafts, bills of exchange 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 bills of exchange or the Bank's guarantee of such commercial paper.

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）繼續融資，則 貴行即無對立約人提供融資之義務，亦無賠償責任，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，立即十足清償債務或解除 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 (1) extend any Credit Facility or (2) maintain any Credit Facility, such Credit Facility shall not be extended, and the Bank shall not be liable therefore, or 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 Credit 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，即便立約人因此必需提早清償全部或部份債務。

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

第四條：活期融資。

立約人瞭解並同意 貴行對立約人所提供之融資均為活期融資，雖各融資尚未到期，如依據本總約定書、相關文件之約定，或 貴行基於合理事由認為必要時， 貴行仍有權要求立約人立即或提前清償 貴行提供之融資之一部或全部，以及所產生之利息及費用，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。

又，立約人瞭解並同意縱 貴行已發署或接受本總約定書，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對立約人提供任何融資。

4. Demand Facilities.

The Customer acknowledges and agrees that, notwithstanding any other provision hereof, the Credit Facilities are demand facilities and agrees that at any time, and from time to time, in accordance with any provisions in the Agreement and the relevant documents, or the Bank determines, on the basis of reasonable grounds, such to be necessary or appropriate, the Bank may demand immediate payment or repayment or pre-payment of a part or all of the Credit Facility whether then due or not together with interest and fees accrued up to the time and/or require deposit to the Special Account of an amount equal to any then outstanding Contingent Liabilities.

Further, 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 Credit Facilities, the actual extension of any such facilities being at the discretion of the Bank.

第五條：擔保物。

(a) 擔保物權：立約人應依據 貴行所要求之形式及內容提供擔保物予 貴行並完成必要之設定程序，以作為債務之持續擔保。 貴行對各該擔保物享有完全之擔保物權，在適用法令許可之範圍內 貴行得為下列行為：

5. Security.

(a) Security Interest. As continuing security for the Obligations, the Customer shall provide the Bank with the Security in form and substance as required by the Bank and complete the necessary process (including without limitation of transfer of possession and/or registration) for creation of the security interest. The Customer hereby grants to the Bank a security interest in all rights, title and interest of the Customer in and to the Security, and the Bank is entitled to all security rights and interest over the Security and, to the fullest extent permitted by applicable laws and regulations, may:

(1) 行使與該擔保物有關之各種表決權或其他權利，其效力與 貴行係該擔保物之所有人時應享者同；

(1) Exercise all voting powers and all other powers with respect to the Security with the same force and effect as if the Bank were the absolute owner thereof;

(2) 將任何擔保物遷移至他處：

(2) Remove any of the Security from any place to any other places;

(3) 以 貴行或立約人名義為下列行為：(i)與擔保物有關或為任何擔保物之替換而應收取之任何款項、有價證券或其他財物（包括本金、保險費、利息、股利、或其他

收入、股息、認股權、以及各種貨品) 到期應付時，請求付款、訴請付款或催收；(ii) 就擔保物之任何部份達成和解、延期付款、或以其他方式修改擔保條件、安排以分期付款方式支付擔保物項下之款項、或將擔保物之任何部份交由他人收存，就擔保物項下之憑證達成上開和解等之條件以經 貴行同意者為限：

(3) In the name of the Bank or the Customer: (i) demand, sue for, collect and receive the take control of any money, securities or other property, or proceeds (including principal, premium, interest, dividend or other income, stock dividends rights to subscribe, and goods of all kinds) at any time, due, payable or receivable on account of or in exchange for any of the Security, or (ii) make any compromise or settlement with respect to, or extend the time of payment of or otherwise amend the terms of any of the Security, arrange for the payment of any of the Security in installments, or deposit any of the Security with any other person for any purpose, upon terms satisfactory to the Bank with regard to any instrument constituting part or all of the Security or otherwise;

(4) 因任何理由自擔保物所收到款項淨額，用以抵償債務，或繼續持有該款項以為擔保物之一部，或以立約人在 貴行之存款餘額或對 貴行之求償權抵償債務；

(4) Apply toward the payment of the Obligations, or continue to hold as part of the Security, any net cash received for any reason from any of the Security, and apply toward the payment of the Obligations any part or all of the balance of any account of the Customer with or claim of the Customer against the Bank;

(5) 交還擔保物之任何部份予立約人，或以任何擔保物交換立約人所提供之其他擔保物；

(5) Surrender or release any of the Security of the Customer or exchange any of the Security for other Security provided by the Customer.

(6) 通知任何擔保物上債務人清償 貴行該等擔保物所擔保之債務；及

(6) Notify any obligor on any Security to make payment to the Bank of any amounts due thereon; and

(b) 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，包括質權、負擔、第三人之利益或擔保權利。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 貴行之要求立即增供擔保物或增繳現金。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，立約人茲委任 貴行為代理人全權為之，並以本總約定書為該項授權之證明；所有領得款項，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。

(b) 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, liens, charges, third party interests and security interests 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.

(c) 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。擔保物應依 貴行之指示處理，立約人並同意完全配合以保護 貴行之利益。

(c) Goods. To the extent that the Security is goods, the Borrower 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. The goods shall be dealt with in accordance with such instructions as the Bank may give for a protection of the Bank's interest and the Borrower shall fully cooperate.

(d) 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符合 貴行之要求；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，亦不得就此等不動產及機器設備另為他人設定抵押權、擔保權益或其他負擔或使其遭受扣押，亦不得就其訂立租約、修改業經 貴行書面同意之租約或就其全部或部分為其他之處分。

(d) 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 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 any lease agreement therefor or amend the lease agreement approved by the Bank in writing or otherwise dispose of all or any part of same.

(e) 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爲， 貴行得(但無義務)予代辦，立約人同意完全配合，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。

(e) 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, and the Borrower shall fully cooperate; 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.

(f) 保險：擔保物應由立約人向 貴行認可之保險公司投保，其保險金額及範圍應取得 貴行同意，且以 貴行為保險受益人或受讓人，並將保險單或證書交由 貴行保管。若立約人未及時投保， 貴行得(但無義務)代立約人投保，立約人應立即償還 貴行墊付之保險費及其依適用之利率計算之利息，但立約人清償任何債務之義務並不因該項保險而得以免除。擔保物如有滅失毀損，而保險公司以任何理由拒絕或延後理賠或理賠額不足毀損額時，立約人應依 貴行要求，立即提前清償債務或依 貴行之

決定，將與未清償債務餘額等額之款項存入特別帳戶，或依 貴行之要求，增供擔保物。

(f) Insurance. The Customer shall cause the Security to be duly insured with an insurance company approved by the Bank with coverage and in amounts agreed by the Bank and shall name the Bank as loss payee and assignee with respect thereto, and shall deposit with the Bank policies or certificates thereof. If the Customer fails to timely insure, the Bank may (but shall not be obligated to) effect insurance on behalf of the Customer and the Customer shall reimburse the insurance premium to the Bank on demand together with interest thereon at the Applicable Rate. The creation of such insurance shall in no way relieve the Customer of any obligation to make payment of any Obligation. In the event the security is destroyed or damaged and the insurance company for any reason refuses to make payment or delays such payment, or such payment is insufficient to cover the damage, the Customer shall, upon demand of the Bank, immediately prepay Obligations or, at the option of the Bank, deposit sums to the Special Account equal to the value of the unpaid sum or provide additional Security as required by the Bank.

(g) 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，立約人應自己並應促使擔保物提供人對此鑑定工作充分合作。此項鑑定費用應由立約人負擔，若 貴行先行墊付時，立約人應隨時依請求償還並依適用之利率計付利息。

(g) Appraisals. The Bank may at any time 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.

(h) 擔保物之處分：如有違約情事(定義如後)發生、提前到期(定義如前)，或立約人未履行本總約定書、融資使用申請、確認書、融資文件所約定之任何義務時， 貴行得經通知或不另通知立約人，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，無需得立約人之同意。因此所生之費用由立約人負擔，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。處分擔保物所得款項，應依 貴行選定之順序，依次抵充立約人積欠 貴行之債務及或存入特別帳戶。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。

貴行無論如何無須就為出售、處分或以其他方式處置擔保物所使用之經紀人或其他與此目的有關之使用人之過失負責，亦無須就取得之價金對立約人負責。

於發生違約情事(定義如後)，貴行得要求立約人移轉擔保物之所有權予貴行。擔保物之價值超過債務之部分，由貴行返還立約人。不足清償債務之部分，貴行仍得要求立約人清償。立約人應(i)依貴行之指示，簽署所有必要文件並提出各項必要之申請，將該等擔保物之所有權登記過戶予貴行及(ii)履行移轉所有權予貴行之所有義務。

(h) Disposal of Security. If there occurs an Event of Default (defined below), Acceleration (defined above) or the Customer otherwise fails to perform any one or more of its obligations hereunder or under any Application, Facility Letter or Facility Documentation, the Bank may, with or 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, without the consent from the Customer. The expenses incurred thereby shall be borne by the Customer and be reimbursed to the Bank, on demand, together with interest at the Applicable Rate. Any and all proceeds of such disposal shall be applied against sums due from the Customer and/or deposited to the Special Account in such order of priority as the Bank, in its sole discretion, deems appropriate. If said proceeds are insufficient to repay/collateralize all of the Obligations, the Customer shall pay to/deposit with the Bank, on demand, the balance thereof.

The Bank shall not be liable in any manner whatsoever for the default of any broker employed to sell, dispose of or otherwise deal with any Security or of any other person employed for any purpose connected therewith and the Bank shall not be responsible to the Customer for the price obtained.

IN THE ALTERNATIVE, UPON OCCURRENCE OF AN EVENT OF DEFAULT, THE BANK MAY REQUEST THE CUSTOMER TO TRANSFER THE TITLE OF THE SECURITY TO THE BANK. IF THE VALUE OF THE SECURITY EXCEEDS THE PLEDGE OF SECURITY, THE BANK SHALL RETURN THE EXCESS AMOUNT TO THE CUSTOMER. IF THE VALUE OF THE SECURITY IS INSUFFICIENT TO DISCHARGE THE PLEDGE OF SECURITY IN FULL, THE BANK RETAINS THE RIGHTS TO CLAIM THE INSUFFICIENT AMOUNT AGAINST THE CUSTOMER.

(i) 保全擔保物：立約人茲授權 貴行、 貴行之代理或僱用人、得為管理、執行、保護及保全擔保物而為一切 貴行認為必要行為包含不限於未經通知進入立約人之房屋，以達成設立警衛、扣留或遷移擔保物、及送達通知或登記之目的。

(i) 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.

(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.

(k) 貴行就擔保物之義務：貴行就擔保物之義務：貴行對於擔保物，除應依法以合理之注意，加以保管及保存外，不負其他義務，亦不負責通知或採取必要之步驟，以保全對任何憑證之前關係人或前手之權利（立約人同意由其採取該等步驟）對於有關任何擔保物之到期、請求、變動、交換、要約、投標或類似之情事（不論貴行已知悉或得視為已知悉上述任一情事）， 貴行並無加以確定或通知立約人，或採取任何行動之義務。貴行對擔保物之毀損滅失，除經證明為 貴行之故意或重大過失所致者外，貴行不負任何責任。

(k) The Bank's Obligations with Respect to Security. The Bank shall have no obligation with respect to the Security except to exercise reasonable care in the custody and preservation thereof to the extent required by law, 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). The Bank shall have no responsibility for ascertaining, nor for informing the Customer with respect to, nor be required to take any action concerning, any maturity, calls, conversions, exchange, offers, tenders or similar matters relating to any of the Security (whether or not the Bank has or is deemed to have knowledge of any of the aforesaid). The Customer declares that the Bank shall not be answerable or responsible for any loss or damage which any of the Security may suffer, unless such loss or damage is caused by the Bank's intentional or gross negligence.

第六條：本票及授權

(a) 立約人應於簽署本總約定書或其他相關合約之同時，或於 貴行要求時，簽署交付 貴行形式上及實質上皆符合 貴行要求之本票及本票授權書。此本票之票面金額應相當於立約人之各融資下之融資總額，或如 貴行要求立約人簽署不只乙紙本票，本票所載之票面總金額應等同於融資總額（或於任何一種情況下，得由 貴行全權決定之較低金額），且應以 貴行為受款人及由有權代表立約人之人所簽發。立約人並同意在本總約定書有效期間內，應隨時應 貴行之要求簽發形式及實質符合 貴行要求之新本票及本票授權書，以更換 貴行所持有立約人曾簽發之本票及本票授權書。

6. Promissory Note and Authorization

(a) Simultaneously with the execution of this Agreement or other relevant agreements or upon request by the Bank from time to time, the Customer shall execute and deliver to by the Bank one or more promissory notes and note authorization in form and substance satisfactory to the Bank. The promissory note shall be in a principal amount equal to the facility amount or facility limit or, if more than one promissory note is requested, the principal amounts of the promissory notes shall in aggregate be equal to the facility amount (or, in either case, such lesser amount(s) as by the Bank may determine in its sole and absolute discretion), and shall be payable to by the Bank's order and executed on behalf of the Customer by a person authorized to do so. The Customer agrees to issue a new promissory note and a note authorization in substance satisfactory to by the Bank to replace the promissory note and a note authorization held by the Bank which was issued by the Customer, at by the Bank's request at any time during the effectiveness of this Agreement.

(b) 茲授權 貴行於 貴行實行本票權利時，代立約人填入本票利率及到期日。立約人於此在法律許可之最大範圍內放棄對此本票之拒付、拒絕付款通知及做成拒絕付款證書等權利。

(b) The Bank is hereby authorized to fill in the interest rate and maturity date of the promissory note or any replacement thereof on behalf of the Customer at the time the Bank seeks to enforce the note. The Customer hereby waives, to the fullest extent permitted by law, protest, notice of protest and notice of dishonour of the promissory note.

第七條：抵銷。

立約人茲授權 貴行於清償期、提前到期(定義如前)或違約情事(定義如後)發生持續時得隨時就立約人存於 貴行之存款(不論為一般存款或特別存款、定期存款或活期存款、暫收款或其他性質之存款)及立約人對 貴行之債權，與立約人對 貴行之各項債務逕行抵銷，不論 貴行是否已依本合約或其他融資文件催告或立約人之該等存款或其他債權是否已屆清償期(惟該等存款或其他債權於抵銷時視為已屆清償期)，如將來 貴行代立書人收到款項， 貴行就該等款項有留置權及抵銷權。立約人並同意 貴行於行使抵銷權時，無須立約人出具或簽署任何取款條、支票或任何文件。 貴行除享有本條下提供之權利外亦享有 貴行享有之一般權利及救濟方法(包括，但不限於 貴行對特別帳戶內存款之權利)。

貴行應於抵銷後立即通知立約人，並自 貴行登帳扣抵時即生抵銷之效力。 同時 貴行發給立約人之存款憑單、摺簿、支票或其他憑證，於抵銷之範圍內失其效力。

7. Set-Off.

Upon the due date, the Acceleration (defined above) or occurrence and during the continuance of any Event of Default (defined below), the Bank is hereby authorized, at any time and from time to time, to set off and apply any and all deposits (general or special, time or demand, provisional or final) 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 against any and all of the Obligations, irrespective of whether or not the Bank shall have made any demand hereunder or under the Facility Documentation and although such deposits or other indebtedness of the Bank may not have matured (but which deposits or other indebtedness shall be deemed to have matured upon such set-off). If the Bank receives any payment on behalf of the Customer, it shall have lien and right of set off with respect to such payment. The Customer hereby agrees that in exercising the right of set-off by the Bank, it is not necessary for the Customer to issue or sign any withdrawal slip, check or document. The rights of the Bank under this Section are in addition to other rights and remedies including, without limitation, the Bank's rights in and to the Special Account) which the Bank may have.

The Bank shall promptly notify the Customer after any such set-off and application, and the set-off will be deemed to be effective and dispatched to the Customer upon the deduction being entered in the accounts by the Bank. At the same time, the certificate

of deposit, passbooks, check or other certification issued by the Bank to you will cease to be effective to the extent of the set-off.

第八條：立約人之聲明與保證

立約人茲此向 貴行聲明及保證於債務或融資仍未十足清償時：

8. Customer's Representations and Warranties.

The Customer hereby represents and warrants to the Bank that so long as any Obligation or Credit Facility remains outstanding:

(a) 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；

(a) 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;

(b) 立約人於本總約定書及融資文件下之義務皆為合法、有效、有拘束力及執行力之義務；

(b) the obligations expressed to be assumed by the Customer in this Agreement and the Facility Documentation are legal, valid, binding and enforceable obligations;

(c) 立約人簽訂及履行本總約定書及本總約定書下之交易未違反

(1) 適用於立約人之法令；

(2) 立約人之公司章程；及

(3) 立約人或其資產於任何合約下之義務。

(c) the entry into and performance by the Customer of, and the transactions contemplated by, this Agreement do not and will not conflict with

(1) any law or regulation applicable to the Customer;

(2) the Customer's articles of incorporation; or

(3) any agreement or instrument binding upon the Customer or any of the Customer's assets.

(d) 立約人訂定、履行及交付本總約定書、融資文件及融資文件下之交易業經合法授權；

(d) the Customer has the power to enter into, perform and deliver, and has taken all necessary action to authorize the Customer's entry into, performance and delivery of, this Agreement, the Facility Documentation and the transactions contemplated by the Facility Documentation;

(e) 就立約人所知，立約人，或與立約人相關，或立約人經營之業務或資產目前並無發生訴訟、提付仲裁、進行行政程序或遭受行政處分，致立約人履行其於本總約定書或其他任何融資文件或融資下之義務，可以合理預期會遭受重大不利影響之情形；

(e) to the best of the Customer's knowledge, there is no existing or pending litigation, arbitration, administrative proceeding or administrative orders in connection with or imposed on the Customer or the Customer's business or assets which, if adversely determined, might reasonably be expected to have a material adverse effect upon the Customer's ability to perform any of its Obligations under this Agreement or any other Facility Documentation or in connection with the Credit Facilities;

(f) 已取得所有為簽署並履行本總約定書及融資文件所應備或被要求之授權、同意、核准或執照，或該等授權、同意、核准或執照均已生效，且仍持續有效；

(f) all authorizations, consents, approvals, or licenses required or desirable in connection with its entry into and compliance with its obligations under this Agreement and the Facility Documents have been obtained or effected and are in full force and effect;

(g) 未有存續中之違約情事（定義如後），或合理判斷可能因動用額度而導致發生違約情事之事由，且經 貴行之獨自及合理判斷，沒有任何事件或情形可能會構成重大不利影響，且立約人於其他合約下之義務未發生任何違約情形，包括應向其他債權人付款或有其他合約義務之情形且可能造成重大不利影響者；

- (g) no Event of Default (defined below) is continuing or might reasonably be expected to result from the making of any drawing under the Credit Facilities, no event or circumstance is outstanding which has or, in the sole opinion of the Bank, might reasonably be expected to have, a material adverse effect and no event or circumstance is outstanding which constitutes a default under any other agreement binding upon it including any payment or other contractual obligations which might have a material adverse effect;
- (h) 選擇融資文件之準據法及管轄法院等約定，係被註冊地法所認可且可執行；
- (h) the choice of governing law of the Facility Documentation and any judgment obtained in the jurisdiction of such governing law in relation to any Facility Documentation will be recognized and enforced in its jurisdiction of incorporation;
- (i) 已將與立約人及/或所有相關方之重要資訊(且該等資訊係 貴行爲決定融資文件之條件所需獲悉者，資訊，包括財務或其他方面之資訊) 揭露予 貴行，且截至揭露日爲止，該等揭露之資訊在所有重大方面皆爲真實、完整且正確，且於任何方面而言均沒有誤導；
- (i) it has disclosed to the Bank all information (financial or otherwise) relating to it and all other relevant parties which is material whether known to the Bank in view of the provisions of the Facility Documentation and which is true, complete and accurate in all material respects as at the date it was given and is not misleading in any respect;
- (j) 依據相關法令，立約人依據融資文件爲任何給付時，無需另行扣除稅捐；
- (j) it is not required under any applicable laws to make any deduction for or on account of tax from any payment it may make under the Facility Documentation;
- (k) 其擁有真正、有效且具市場流通性之權利，或享有有效且可執行的租賃權或許可，及所有適當的使用授權，而可使用爲經營其所營業務所需之資產；且
- (k) it has a good, valid and marketable title to, valid and enforceable leases or licenses of, and all appropriate authorizations to use, the assets necessary to carry on its business as presently conducted; and
- (l) 除於簽訂確認書前已書面揭露予 貴行其係以受託人之身分或爲第三人簽署相關文件者外，立約人保證其係以自己並爲自身之利益申請並使用 貴行之產品或服務。
- (l) unless prior to the date of the Facility Letter it has disclosed to the Bank in writing that it is acting in a trustee capacity or on behalf of another party, each Customer warrants that it is acting on its own behalf in applying for and using any of the Bank's products or services.

第九條：立約人之承諾。

(a) 存續：在各項債務或融資完全清償之前，立約人應：(1)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；(2)依有秩序、正常且有效率之方式經營業務；(3)遵守各項法律、規章、規則及主管機關之各項規定；(4)備置並保存適當之帳簿、表冊及記錄；及(5)支付就立約人、其收入/所得、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）取得留置權或他優先權利。

9. Customer's Covenants.

(a) Existence. So long as any Obligation or Credit Facility remains outstanding, the Customer shall (1) maintain its corporate existence and all licenses necessary for the conduct of its business and operations or the ownership of its properties; (2) conduct its business in an orderly, efficient and regular manner; (3) comply with the requirements of all applicable laws, regulations, requirements and orders of all governmental authorities having jurisdiction over it; (4) keep and maintain proper books and records; and (5) 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.

(b) 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：(1)立約人發生新的中長期債務；(2)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；(3)立約人發生繫屬於中華民國境內或境外之法院、仲裁委員會或政府機關之訴訟或其他程序；(4)立約人涉及其他各項糾紛；(5)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；(6)立約人與人簽訂任何長期合約；(7)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；或，(8)立約人知悉其所為之聲明與保證事項已發生或將發生變化、錯誤或誤導（包括遺漏）。(b) 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 (1) of any new term indebtedness of the Customer; (2) of any material or substantive change in the Customer's business, management structure, personnel or financial condition; (3) of any litigation or other proceedings by or before any court, arbitration panel or government agency in the R.O.C. or abroad; (4) of all disputes concerning the Customer; (5) 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); (6) of any new long term contract; (7) of the creation of any mortgage, pledge, conveyance or encumbrance over any of its property or assets; and/or (8) if it becomes aware that any representation or warranty given hereunder has or will become incorrect or misleading (including by omission).

(c) 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，以瞭解立約人依本總約定書及其他有關文件之約定履行義務之能力，並得檢視擔保物。

(c) 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.

(d) 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：(1)經由債務承擔、保證、背書或其他方式直接或間接對他人（自然人或法人）負擔債務，但正常業務經營過程中為存款、取款或類似交易所為之票據背書不在此限；(2)與他人合併；(3)授權發行或發行原未發行之公司股份；(4)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；(5)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；(6)與他人進行異於一般正常商業行為之交易；(7)為取得融資而簽發或背書遠期支票；(8)自非依法設立之金融機構借款；或(9)貸款予他人，但對客戶之正常商業性融資不在此限；(10)與他人簽訂對立約人之財務或其他狀況及有重大不利影響之合約。

(d) Negative Covenants. The Customer shall not without the prior written consent of the Bank (1) assume, guarantee, endorse or otherwise become directly or indirectly liable in connection with any obligation of any other person, firm or corporation except by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; (2) enter into any merger or consolidation; (3) authorize or issue any of its capital stock not issued and outstanding on the date hereof; (4) sell, lease or otherwise transfer or dispose of all or a substantial portion of its assets; (5) grant or suffer to exist any lien, attachment or security interest over any of the Security; (6) enter into any transaction other than at arm's length on normal commercial terms; (7) issue or endorse accommodation post dated checks; (8) borrow funds other than from licensed financial institutions; or (9) extend any loans other than normal trade credits extended to its customers, and (10) enter into any agreement or obligation which right materially and adversely affect its financial or other condition.

(e) 財務報表：(1)季報表：在各項債務及融資完全清償前，立約人應於其每季會計年度終結後六十天內，將其計算至該結算日之資產負債表、損益表、盈餘分配表(或股東權益變動表)及上一年度同一時期之該等資料送交 貴行，其內容應於合理之前提下儘量詳細，並須以新臺幣表示。該等報表應依中華民國商業會計法、相關法規及一般公認會計原則製作，經立約人之最高業務主管及財務主管簽證，並檢附其說明書，說明渠等於適當查詢後，盡其所知立約人並無違約情事或因時間之經過、通知或二者而可能造成違約事由之情事；若已有違約情事(定義如後)發生並繼續中，則說明該情事之性質及立約人所採或擬採之補救措施。

(e) Financial Statements. (1) Quarterly Statements. So long as any Obligation or Credit Facility remains outstanding, within sixty (60) days after the end of each fiscal quarter of the Customer, the Customer shall provide the Bank with a copy of its balance sheet as of the end of such quarter and statement of income, retained earnings and dividends (statements of changes in stockholders' equity) for such period including figures for the corresponding period of the preceding fiscal year, all in reasonable detail and stated in New Taiwan Dollars. Such financial statements shall be duly certified by the chief executive officer and chief financial officer of the Customer as having been prepared in accordance with the Business Accounting Act, other regulations promulgated by the competent authority, and generally accepted Republic of China accounting principles consistently applied and be accompanied by a certificate from such officers stating that to the best of their knowledge and belief after due inquiry no event which constitutes, or which with the giving of notice or passing of time or both could constitute, an Event of Default (defined below) has occurred and is continuing, a statement as to its nature and the remedial action the Customer has taken or proposes to take with respect thereto.

(2) 年報表：一經製作完成但不得遲於其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財務報告(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(或股東權益變動表)送交 貴行。該等財務報告應經 貴行認可之獨立會計師事務所依中華民國商業會計法、相關法規及一般公認會計原則簽證；此財務報告應以新臺幣表示，並檢附該查核會計師事務所之查核意見書，說明其於適當查詢後得知立約人並無違約情事(定義如後)，或受通知、因時間之經過，或兼具二者，而發現違約情事且違約狀態持續中；若違約情事已發生，並應敘述該等情事。

(2) 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 (statements of changes in stockholders' equity). Such audit report shall be 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 the Business Accounting Act, other regulations promulgated by the competent authority, and generally accepted Republic of China accounting principles consistently applied. Such audit report shall be stated in New Taiwan Dollars 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.

(3) 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。

(3) 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.

(f) 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 貴行要求之行爲，以達成當事人之意思，並完成、保全或實行、處分擔保物、由擔保物所生之孳息、股利、利息或其他各項利益。

應 貴行之要求簽發並交付予 貴行本票，及授權 貴行填寫完成本票之授權書，以交換先前已交付予 貴行之本票，及授權 貴行填寫完成本票之授權書。該本票及授權書之格式需經 貴行同意。

(f) 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. The Customer shall, upon request of the Bank, execute and deliver to the Bank in exchange for Promissory Note(s) and Authorization, to Complete Promissory Note previously provided to the Bank, all such Promissory Note(s) and Note Authorization shall be in the form satisfactory to the Bank.

第十條：違約情事。

如發生下列任一情事之一，即構成本總約定書之違約情事（下稱「違約情事」）：(a) 立約人對任何與 貴行或與第三人簽訂之合約，未能按期給付本金或有其他違約行爲；(b) 立約人或任一保證人提供本總約定書或任何擔保文件相關之聲明或保證，經證實為不真正或虛偽；(c) 立約人或保證人無能力清償任何債務，或立約人或任一保證人自行或被命令(裁定)進入、開始或已被命令(裁定)或通過決議或通知召開會議決議關於無力清償、破產、接管、重組或改組，；(d)立約人或保證人受票據交換所為拒絕往來、停業或其他行政處分；(e)（立約人或其保證人為自然人時）立約人或其保證人死亡而其繼承人在開始繼承後聲明限定繼承或拋棄繼承者；(f) 立約人怠於依相關約定履行提供擔保物之義務；(g) 立約人或保證人停止其主要營業、解散、清算或進行解散或清算之行爲；(h) 立約人或保證人因刑事控訴而被宣告沒收主要財產；(i) 立約人或保證人未能按期支付利息、手續費或其他應付予 貴行之款項；(j) 擔保物被查封或擔保滅失，價值減少或不敷擔保立約人對 貴行所負之債務；(k)立約人對 貴行之借貸資金用途與 貴行原核定之用途不符；(l) 立約人或保證人發生 貴行認為對立約人有不利影響之訴訟、強制執行、假扣押、假處分或其他對立約人有不利影響之司法程序時；

10. Events of Default.

Any of the following events shall constitute an event of default hereunder (“Event of Default”): (a) the Customer shall fail to make payment of any principal or sum under any agreement entered into between the Customer and the Bank or under any agreement entered into between the Customer and any third party when due or fail to perform any other obligation thereunder; (b) any representation or warranty made or deemed to be made by the Customer or any Guarantor in or in connection with this Agreement or any security document proves to have been incorrect or misleading; (c) the Customer or any Guarantor shall become insolvent, a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed or a notice is issued convening a meeting for the purpose of passing any resolution or any other step is taken for the insolvency, bankruptcy, administration, reorganisation or reconstruction of the Customer or any Guarantor or an involuntary petition therefor is filed against the Customer or any Guarantor;

(d) the Customer or any Guarantor of the Obligations shall be sanctioned by the Bills Exchange House by foreclosure from banking services, suspension from business operation or other administrative penalty; (e) (for individual Obligors) the heirs or successor of the Customer or any personal Guarantor of the Obligations shall announce a limited inheritance or waive rights to inherit upon the Customer’s or such Guarantor’s death, as appropriate, or thereafter; (f) the Customer or any Guarantor shall fail to perform the obligation of providing security in compliance with the relevant agreement; (g) the Customer or any Guarantor shall suspend its principal business or

any substantial part thereof, wind up, dissolve or liquidate, or take any step toward dissolution or liquidation, (h) the Customer's or the Guarantor's major assets are declared to be subject to confiscation by reason of a criminal charge; (i) the Customer shall fail to pay interests, fees or other sums payable to the Bank when due; (j) the Security is attached or extinguished, decreases in value or is insufficient to secure the Customer's obligations owed to the Bank; (k) the funds borrowed by the Customer are not utilized for the purpose as originally approved by the Bank; (l) the Customer or any Guarantor of the Obligations shall be the subject to any litigation, compulsory execution, provisional seizure, provisional measure, or any judicial proceeding which, in the sole good faith judgment of the Bank, could adversely affect the Customer.

立約人若發生前述違約情事第(a)~(h)者，則其對 貴行之各項債務應立即全部到期，不待 貴行通知，立約人應立即向 貴行清償所有債務，償付 貴行因提前清償或有債務所執付之款項、或依 貴行之決定，將與未清償之或有債務等額之款項存入特別帳戶，但 貴行依照其他約定應享有之權利（包括但不限於本總約定書第二條(d)及(e)款，第四款及確認書，融資使用申請與融資文件）均不受影響。若發生前述違約情事第(i)~(l)者 貴行均得立即或在給予 14 天通知或催告後，處分擔保物，提示本票請求付款，並依法或依約採取各措施。

If any of the Events of Default set out from (a) ~ (h) provided above shall occur, then all of the Obligations shall immediately become due and payable without any notice to the Customer by the Bank and 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(d), 2(e) and 4 hereof or under the Facility Letter, the Applications or the Facility Documentation. On the other hand, if any of the Events of Default set out from (i) ~ (l) in the shall occur, the Bank may, after a fourteenth-day prior notice issued by the Bank, liquidate the Security, present any promissory notes it holds for payment and take all other actions permitted by law or contract.

倘有前述任一違約情事發生時， 貴行亦無需繼續提供融資予立約人。

If an Event of Default shall occur and be continuing, then, the Bank shall not have any obligation to provide any Credit Facilities to the Customer.

個別商議之違約情事：如發生本款所載之違約情事者， 貴行均得立即或在給予 14 天通知或催告後，處分擔保物，提示本票請求付款，並依法或依約採取各措施。

- (a) 擔保物中任何部份之保險單項下之保險費到期未付，或是項保險費，未經貴行同意，而由保險公司融通時；
- (b) 立約人未能履行本同意書或其所簽訂其他合約之義務，或 貴行獲悉立約人所提交 貴行之財務報表、合約、或其他文件內容係不真實或遺漏重要之事實；
- (c) 任何原因經 貴行合理判斷，認為已達或可能造成立約人或保證人財務狀況產生實質不利之影響，致 貴行有不能受償之虞者；
- (d) 貴行經合理判斷（包括但不限於查詢立約人或保證人於金融聯合徵信中心之信用記錄），認定立約人或保證人之信用貶落時
- (e) 其他：

Specific Event of Defaults agreed by the parties: upon the occurrence of any event as provided in this paragraph, the Bank may, after a fourteenth-day prior notice issued by the Bank, liquidate the Security, present any promissory notes it holds for payment and take all other actions permitted by law or contract:

- (a) the premium upon any policy of insurance covering the Security or any part thereof shall not be paid when due, or such premium shall be paid by the operation of a provision in any such policy for automatic premium loans by the insurer without the consent of the Bank;
- (b) the Customer shall fail to perform any obligation under this Agreement or other agreements entered into by the Customer, or the Bank shall learn that any representation or statement made in any financial statement, agreement or other document delivered to the Bank by or on behalf of the Customer is untrue or omits any material fact;
- (c) any event or circumstance which shall be reasonably determined by the Bank to have resulted or is likely to result in a material adverse effect on the financial conditions or operations of the Customer or any Guarantor and its inability to repay its indebtedness to the Bank; or
- (d) the Bank shall determine reasonably that the credit status of the Customer or any Guarantor is adversely impaired (including without limitation to conduct the credit check on the Customer or Guarantor via JCIC) .
- (e) others:

第十一條：揭露與保密

(a) 資料之使用：立約人認知、瞭解並同意 貴行基於下列之目的、地區、對象，得依相關法令之規定於下列所定期間內蒐集、處理、傳輸(包括國際傳遞)利用並提供予下列人等關於立約人之個人及交易相關資料：

11. Disclosure and Confidentiality

(a) Use of data. The Customer acknowledges, understands and agrees that to the extent permitted by applicable laws, the Bank may collect, process, perform transmission (including cross-border transmission) and use the Customer's personal data and other information relating to the transaction for the following purposes, in the following areas and to the following persons during the period specified below:

(1)目的：基於處理立約人與 貴行或貴行之總行、其他分行及關係企業成員之往來交易、提供全方面理財服務及為 貴行從事其他相關法令所委託事項或非法律明文禁止之業務等目的。

(1) Purposes: for the Customer's dealing with the Bank and its head office, other branches or affiliates, for the provision of a wide array of wealth management services, and for the Bank's involvement in other business as authorized under other applicable laws or not expressly prohibited under the law.

(2) 資料類別：立約人之姓名/名稱、出生年月日/設立日期、國民身分證或統一編號、護照號碼、教育、職業、聯絡方式、財務情況資料等資料，或立約人與 貴行再來融資、存款、匯款或進行任何交易之資料。

(2) Type of Information: the Customer's name, date of birth/date of incorporation, national I.D. number or register number, passport number, education background, profession, contact method, and financial position, or information relating to the Customer's refinancing, deposit, remittance or any other transactions with the Bank.

(3) 利用及提供資料之對象：(i) 向 貴行提供專業諮詢或其他服務者；(ii) 貴行之總公司、其他分公司及 貴行之股東及關係企業；(iii) 中華民國、新加坡（包括州/郡及市政府）及因 貴行、 貴行之總公司、其他分公司或關係企業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；(iv) 向 貴行受讓或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(v) 擬向 貴行購買資產及負債之購買人，及擬與 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。

(3) For/to whom the information may be used or provided: (i) to professional advisors or others rendering services to the Bank; (ii) to the Bank's head office, other branches and shareholders and affiliates of the Bank; (iii) to regulatory, judicial or other authorities of the R.O.C, the Republic of Singapore (including any state or municipality thereof) or of any other jurisdiction in which the Bank, the Bank's head office, other branches or affiliates do business; (iv) any participant or assignee (including potential participants/ assignees of or in any of the Facilities); and/or, (v) to any potential acquirer of the assets and liabilities of the Bank, potential merger candidate of the Bank, or the like, 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.

(4) 地區：中華民國、新加坡及、貴行之母公司及其下所有子公司與關係企業及各地分支機構與受其委託處理事務第三人公司或營業場所所在地。

(4) Areas: the Republic of China (Taiwan), Singapore and other places where the Bank, its head office and all the subsidiaries and affiliates, branches and third parties authorized by the Bank have their business presence.

(5) 方式：符合個人資料保護相關法規所定義之蒐集、處理、利用與傳輸。

(5) Method: collection, processing, use and transmission as defined under the laws and regulations governing personal data protection.

(6) 期間：以下述期間優先屆至者：(i) 截至 貴行蒐集個人資料之目的已消失或已逾法規所定之資料保管期限時；或(ii) 截至立約人請求貴行停止蒐集、處理、利用與傳輸或刪除其個人資料。

(6) Period: until the earlier of the following: (i) when the purpose of the Bank's collection of personal data no longer exists or the period during which information may be retained as permitted under the law has expired; or (ii) when the Customer asks the Bank to stop collection, process, use and transmission of or to delete its personal information.

(7) 就立約人之前述資料，立約人有權向 貴行：(i)查詢或請求閱覽；(ii)請求製給複製本；(iii)請求補充或更正；(iv)請求停止蒐集、處理或利用，以及(v)請求刪除。立約人同意，於發現其個人資料有錯誤或爭議時，應即檢附相關證明文件送交 貴行辦理更正或爭議註記。立約人查詢或請求閱覽其個人資料或製給複製本者時， 貴行、關係企業及受其委託之第三人得酌收必要成本費用。

(7) With regard to the aforementioned information, the Customer has the right to (i) inquire the Bank about and request to review the information; (ii) request a copy of such information; (iii) ask for addition or correction, (iv) request to stop collection, process or use of the information; and (v) ask to delete the information. The Customer agrees if a mistake in its personal data is found or there is a dispute, it shall submit relevant written evidence to the Bank for making a correction or noting the dispute. The Bank, its affiliates or third parties appointed by them may charge a necessary fee for the Customer's inquiry or review of its personal data or reproduction of such information.

(b) 徵信：立約人同意 貴行及財團法人金融聯合徵信中心、財團法人中小企業信用保證基金、票據交換所、聯合信用卡處理中心、財金資訊股份有限公司、或受讓、參貸(或擬受讓、參貸) 貴行債權、債務之人，或受 貴行委託代為處理事務之人或其他國內外金融事務處理相關機構，如合於各上開機構等之營業登記項目或章程所定業務需要特定目的時， 貴行及上開機構等得蒐集、電腦處理、傳輸(包括國際傳遞)及利用立約人之資料(包括立約人為個人時之個人資料)。

(b) Credit Search. The Customer agrees that the Bank, Joint Credit Information Center, Small and Medium Business Credit Guarantee Fund, Clearing House, National Credit

Card Center, Financial Information Service Co., Ltd., or the assignee or participant (or intended assignee or participant) of your Bank's claims or obligations or persons providing outsourcing services for that Bank or other relevant domestic or foreign organization handling financial matters, within the scope of business, registered or provided in articles of incorporation of such person/organizations, may collect, process with computer, transmit (including cross-border transmission) and utilize the data of the Customer (including the Customer's personal information if the Customer is an individual).

(c) 作業委外：申請者茲同意 貴行得將立約人與 貴行往來交易處理事項之一部或全部，包括但不限於行銷、稅務行政、電信、電腦系統作業、資料登錄、處理、輸出、後勤作業、文件掃描作業、資料輸入、表單列印、裝封、交付郵寄、轉匯、存、付款、交換、徵信、催收等各項與 貴行處理交易及作業有關之事項，委由第三人代為處理，並同意貴行得將立約人之各項往來資料，於處理必要範圍內提供予受 貴行委任處理事務之第三人。立約人同意銀行或其他第三人之合作關係、名稱或組織變更時，本約定條款仍繼續有效。

(c) Outsourcing. The Customer agrees that the Bank may authorize third parties to process part or all of matters relevant to the transactions and processing between the applicant and the Bank, including but not limited to marketing, taxation, telecommunications, computer system operations, registration of data, processing, output, logistics, document scan, data input, printout, packaging, mailing, remittance, deposit, payment, exchange, credit investigation, and collection, and the applicant further agrees that the Bank may provide necessary transaction information of the Customer for the third parties authorized by the Bank to process the information. The Customer agrees that the provision shall remain valid in the event of a change to the Bank's partnership with third party, name or organization.

(d) 聲明與保證：立約人聲明並保證，就立約人（如為法人）提供之董事、監察人、主管、職員之個人及交易資料，皆已取得各該董事、監察人、主管、職員對 貴行蒐集、處理、利用及傳輸(包括國際傳遞)該等個人資料之同意，且如經貴行要求並會提出該等書面同意予 貴行。立約人及其董事、監察人、主管、職員等人並同意 貴行得為前述之目的向財團法人金融聯合徵信中心查閱立約人之信用相關資訊。

(d) Representations and Warranties. **The Customer represents and warrants that, with respect to any personal data regarding any directors, supervisors, officers or employees, of the Customer provided by the Customer to the Bank, each of the relevant directors, supervisors, officers and employees has consented to the Bank's collection, processing, use and transmission (including cross-border transmission) of such personal and transaction information, and the Customer may provide the Bank with such consent in writing from the directors, supervisors, officers or employees upon the Bank's request. The Customer also agrees that the Bank may, for the aforementioned purpose, apply to the Joint Credit Information Center for the credit information of the Customer and its directors, supervisors, officers or employees.**

第十二條：其他約定。

(a) 轉讓： 貴行得通知立約人，但不需經其同意，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、而 貴行得不經通知或未經立約人同意而准予第三人參與融資、債務及/或擔保權益之全部或一部。即便未得立約人之同意， 貴行亦有權移轉本合約所生之權利義務予任何第三人。

12. Miscellaneous.

(a) Assignment. The Bank may upon notice to, but without the consent of the Customer, assign any and all 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 and the Bank may, without notice to or consent of the Customer, grant participations in all or any part of the Credit Facilities, the Obligations and/or the Security. The Bank may also without the consent of the Customer transfer its right and obligations under the Agreement to any third party.

(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, presentment, 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、執行或保全其依本總約定書所得主張有關融資及擔保物權之一切權益所發生之費用（包含律師費、會計師費及其他顧問費、擔保物鑑定之費用、警衛、倉儲、運輸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）。此等費用應視為本總約定書所稱債務之範圍，應屬本總約定書有關之一切權益所擔保之範圍。

(c) Expenses. The Customer shall pay, on demand, all costs and expenses (including 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 Credit 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.

(d) 連帶責任：本總約定書如由數人（不論係自然人或法人）共同簽署時，所有簽署之人均應依中華民國民法第二百七十二條之規定，負連帶責任。立約人係合夥事業時，則雖合夥事業發生變更，本總約定書將對該合夥事業繼續有效。若立約人為行號，則「立約人」應包括以此行號之各經營業務之人。

(d) Joint and Several Liability. If this Agreement is signed by more than one person or entity, all the signatories shall be held jointly and severally liable hereunder in accordance with Article 272 of the Civil Code of the Republic of China. If the Customers are a partnership, this Agreement shall continue in force notwithstanding any change in such partnership. If signed by a firm, the expression "the Customer" used herein shall include the person or persons from time to time carrying on business in the name of such firm.

(e) 修改：本總約定書之修改，非經 貴行以書面簽署同意，不得為之。

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

(f) 繼承人及受讓人：本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。但立約人未得 貴行事前之書面同意，立約人不得將其在本總約定書及融資項下之任何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 Credit Facilities without the express prior written consent of the Bank.

(g) 通知：有關本總約定書、融資使用申請、融資文件及擔保之連絡、通訊、請求或通知，應送交立約人者，如由 貴行以電傳或 TELEX 發送、或以書面派人遞送或以普通郵件寄送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，電傳或 TELEX 為之，並送至後列之 貴行地址，但於 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, the Applications, the Facility Documentation and the Security shall be deemed duly and

properly made or given if made or given by fax, telex, 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, by telex 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，均與 貴行無涉，且 貴行不負任何責任。

(h) Use of Funds. The Bank shall not be responsible nor liable for the use to which the Customer may put any Credit Facility.

(i) 額外之權利：本約定書所規定 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：本總約定書有關事項應適用中華民國法律之規定，立約人應隨時遵守有關法令、 貴行各項規章及行政院金融監督管理委員會、中央銀行、台北市銀行公會及其他有關機關所公佈之各項規定。倘因本總約定書或融資涉訟時，應以台北地方法院或其他由 貴行選定之法院為管轄法院。

(j) Governing Law. This Agreement shall be governed by the laws of the Republic of China. The Customer shall abide by all of the regulations and rules provided for by the Bank as well as other regulations, rules, and orders published from time to time by the Financial Supervisory Commission, Administrative Yuan, the Central Bank of China (Taiwan), Banker's Association of Taipei City or other appropriate authority. The Customer hereby submits irrevocably to the non-exclusive jurisdiction of the Taipei District Court or any other courts selected by the Bank in any proceedings relating to this Agreement or the Credit Facilities.

(k) 語言：本總約定書、融資使用申請、融資文件及與擔保有關之文件，得以中文及英文做成。但中文與英文之內容不一致時，以中文為準。

(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，除立約人業以書面通知 貴行外，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口頭或書面聯繫，且對 貴行依據該等聯繫而為之行爲或所致之疏漏等之後果，不負任何責任。

貴行僅負核對簽章式樣及／或印鑑式樣之義務，倘簽章式樣及／或印鑑式樣相符，貴行即可逕予接受，不必再為其他查證，申請者同意免除 貴行因此可能涉及之一切責任。但 貴行有權利（但無此義務）自行斟酌情形要求申請者或被授權人提出可供貴行查證之證明。

簽章式樣及／或印鑑式樣如有被偽造、變造、塗改、冒用或其他類似事項，倘非一般肉眼所能發現者， 貴行毋須負責，立約人同意免除 貴行因此所能涉及一切責任。

(l) Authorizations. No change in any authorized signatory of the Customer (an "Authorized Signatory") shall be binding on the Bank unless and until notice thereof is given to the Bank in writing. The Bank may rely on all written and oral communications which it 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.

The obligation of the Bank is only to verify the signature(s) or seal specimen(s). As long as the signature(s) or seal(s) is / are identical to the signature(s) or seal specimen(s) provided

herein, the Bank may effect the request, and shall be under no obligation whatsoever to ask for further confirmation. The applicant hereby agrees to release the Bank from any and all liabilities which might arise therefrom. However, the Bank may, but shall not be obligated to, at the Bank's sole discretion, require additional confirmation with reference to any request. The Bank shall not be responsible for any forgery, counterfeit, alteration, deception or similar matter involving the signature(s) or seal specimen(s), unless the said matter is detectable to the naked eye. The Customer agrees to release the Bank from any and all liabilities which might arise therefrom.

(m) 可分性：本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：本總約定書經立約人簽署後立即生效，且為持續性之合約。所有載於本總約定書、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，於本總約定書簽署後即生效，並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 survive the execution and delivery of this Agreement and shall continue to be in effect so long as any obligation of the Customer with respect to the Credit 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 Credit 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之變化，或代表任何當事人簽署本總約定書之個人已離職或已被撤回代表權限等變化，對本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： 貴行若怠於行使本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。 貴行對本總約定書之任何約定所為之放棄，須以書面為之始為有效，且僅限於放棄其明示之部分，對某一條款之放棄並不影響其他條款之效力。

(q) Non-Waiver. Any 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) 變更事項通知 立約人因名稱、組織、章程內容、印鑑（印章及/或印文）、代表人、代表人權限範圍等有變更或有其他足以影響 貴行權益變更情事發生時，應即

以書面將變更情事通知 貴行，並辦妥變更或註銷之手續。未為前揭變更或註銷通知前，立約人願就其與 貴行所進行之交易負其責任，並應就 貴行因此所生之損失負賠償責任。

(r) Notice of Change The Customer shall notify the Bank in writing any changes of name, organization structure, the Articles of Incorporation seal format (stamp and/or engraving), authorized representatives, or the scope of authority vested with the representatives if such changes could alter the rights of the Bank, and proceed to complete any alteration or cancellation procedures. Before serving the Bank with the notice of change, alteration, or cancellation aforesaid, the Customer shall remain responsible for the transactions entered into with the Bank and be liable for any damages incurred by the Bank thereof.

立約人特此聲明業已詳讀並同意本總約定書之所有條款，特別是本總約定書第十條各款有關違約情事且債務加速到期之各項事由，該等事由業經立約人與 貴行特別商議同意。

The Customer hereby declare that have carefully read and has agreed to all terms of this Agreement, particularly the events provided in Article 10, Event of Default and Acceleration of Maturity, have been specifically negotiated and agreed between the parties.

IN WITNESS WHEREOF this Agreement is duly executed as of the date and year first above written

立約人名稱：

THE CUSTOMER *

(蓋公司印鑑)

(Company Chop)

(簽名並蓋印鑑)

(Chairman's Chop)

代表人：

By:

Name:

Title: Chairman and Responsible person

通知地址

ADDRESS FOR NOTICES:

傳真號碼：

Fax:

Telex:

THE BANK
新加坡商大華銀行有限公司台北分行
(UNITED OVERSEAS BANK LTD., TAIPEI BRANCH)

代表人：
By:

Name:
Title:

通知地址
ADDRESS FOR NOTICES:

Taipei, Taiwan, R.O.C.
由 (*
Attn: Account Officer
for *

案承辦人)轉

傳真號碼：
Fax:

Telex:

* 填入立約人名稱
* Type name of Customer

LD -003 (6/2007)