

**客戶往來總約定書**  
**GENERAL CUSTOMER AGREEMENT**

致：西班牙對外銀行 To: BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

於相關法令允許之最大範圍內，客戶同意下列條款與條件之規定：

To the greatest extent permitted by relevant laws and regulations, the Customer agrees to the following terms and conditions:

**(A 部分 - 一般條款)**  
**(Part A - General Provisions)**

**1. 條文解讀與名詞定義 Interpretation and Definitions**

1.1 於本約定書中：

In this Agreement:

- (a) 「資產」包括目前與未來之財產、營收與各種權利，且應包括所有商品、匯票、本票、任何性質之可轉讓票據、運貨提單、收貨單、交貨單、倉單與收據及其他所與商品、存貨、股份、現金、債券、存款其他證券等相關之所有權證明文件；  
“Assets” include present and future properties, revenues and rights of every description and shall include all goods, bills of exchange, promissory notes, negotiable instruments of any description, bills of lading, dock receipts, delivery orders, godown warrants and receipts and other documents of title or documents relating to goods as well as stocks, shares, cash, bonds, deposits and other securities etc.;
- (b) 「授權」包括授權、同意、核准、決議、許可、豁免、申報、登記與公證；  
“Authorization” includes an authorization, consent, approval, resolution, licence, exemption, filing, registration and notarisation;
- (c) 「銀行」係指西班牙對外銀行；  
“Bank” means BANCO BILBAO VIZCAYA ARGENTARIA, S.A.;
- (d) 「客戶」係指附表所列之人；  
“Customer” means the person(s) identified as such in the Schedule;
- (e) 「文件」係指任何文件、匯票、所有權文件、運送單據、保單及透過銀行於進口或出口交易所處理之任何其他文件；  
“Documents” means any documents, drafts, bills of exchange, documents of title, transport documents, insurance policies and any other documents passed through the Bank, either under import or export transactions;
- (f) 「違約情事」定義如 A-1 部分第 10 條所述；  
“Event of Default” has the meaning provided in Clause 10 of Part A-1.
- (g) 「匯率」係指由銀行決定，於相關時間、外匯市場，將一種幣別轉換為另一種幣別之當時適用匯率，且銀行之決定為最終決定並對客戶具拘束力；  
“Exchange Rate” means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the

Customer;

- (h) 所稱人 (person) 包括自然人 (individual)、公司、獨資經營、合夥及前述各單位之繼任人及受讓人；  
a person includes an individual, a company, sole proprietorship, partnership or body unincorporate and its successors and assigns;
- (i) 除另有約定外，以單數表示之字詞，包括複數含意，反之亦然；且以中性表示之字詞，包括其他性別；  
unless the context otherwise requires, words importing the singular include the plural and vice versa and the neuter gender includes the other genders;
- (j) 所稱文件，包括該等文件之修訂或增補內容；  
a document is a reference to that document as amended or supplemented;
- (k) 所稱法律條文，包括該條文之修訂或重新頒佈內容；及  
a provision of law is a reference to that provision as amended or re-enacted; and
- (l) 所稱條款或附表，包括本約定書之條款或附表。  
a Clause or Schedule is a reference to a clause of or a schedule to this Agreement.

1.2 若本約定書係由一位以上客戶所簽署，則每一客戶就本約定所應負擔之義務與債務，應負連帶責任。

If this Agreement is executed by more than one person as Customer, the obligations and liabilities of each Customer under this Agreement are joint and several.

1.3 客戶對銀行應負擔之義務與債務，包括其過去、現在與未來、實際及可能對銀行應負擔之義務與債務。

The obligations and liabilities of the Customer to the Bank include all its past, present and future, actual and contingent obligations and liabilities to the Bank.

1.4 除依相關擔保、法令規定所得享有之權利、權力與請求賠償之權利外，本約定書另授予銀行其他權利、權力與請求賠償之權利。

Each of the rights, powers and remedies given to the Bank under this Agreement is in addition to all other rights, powers and remedies given to it or by virtue of any other security, statute or rule of law.

1.5 本約定書標題僅為便利閱讀，並不影響對本約定書之解讀。

The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.

## 2. 條文應用 Application

本約定書所訂定之條款與條件適用於按照銀行自行決定之範圍及方式得提供之授信且應受雙方隨時於其他文件、合約或申請書所約定之約束。

The terms and conditions contained herein under this Agreement shall apply to any banking facilities which the Bank, at its sole discretion, may agree to make available to such extent and in such manner as the Bank thinks fit and shall be subject to such other terms and conditions which may be agreed from time to time in other documents, agreements or applications.

### 3. 還款 Repayment on Demand

- 3.1 客戶應依銀行要求，就其目前或未來到期之所有結欠款項，償還予銀行（不論係以主債務人、保證人之身份或以單獨、與他人共同償還之方式為之）。

The Customer shall on demand pay to the Bank all monies which are now or will in the future become due to the Bank by the Customer (whether as principal or surety, alone or jointly with any other person).

### 4. 擔保 Security

- 4.1 銀行所持有之客戶資產，包括依銀行要求或代客戶持有之資產（不論係代客戶保管、代收、供作擔保或為其他特定或一般目的而持有），將作為清償客戶對銀行之所有義務與債務之擔保品。

The Bank holds all assets of the Customer including those assets held to the Bank's order or for account of the Customer (whether for safe custody, collection, security or for any specific purpose or generally) as continuing security for the payment and discharge of all the Customer's obligations and liabilities to the Bank.

- 4.2 客戶授權銀行（隨時無須事前通知客戶或任何其他人士，並以銀行認定適當之方式進行）出售、處分或以其他方式處理供作擔保品之客戶資產。

The Bank is hereby authorized by the Customer (at any time, without prior notice to the Customer or any other person and in such manner as the Bank thinks fit) to sell, dispose of or otherwise deal with any of the assets of the Customer the subject of the security hereby created.

- 4.3 銀行得將任何出售、處分或以其他方式處理資產所得之淨收入款項，作為履行客戶對銀行所應負擔之義務並有權決定其先後順序。

The Bank may apply the net proceeds of any sale, disposition or dealing in or towards discharge of the Customer's obligations to the Bank in whatever priority the Bank may determine.

- 4.4 就本約定書所述作為擔保品之客戶資產，客戶應投保銀行所認可之保險，以支付於所有情況下所承受之損失或損壞。

The Customer shall maintain insurance cover against losses or damages in all cases acceptable to the Bank with respect to the assets of the Customer the subject of the security hereby created under the Agreement.

- 4.5 客戶依銀行要求，應：

The Customer shall, upon demand by the Bank:

- (a) 提供形式與價值上屬銀行認可足以擔保客戶對銀行所負義務之擔保品；及 provide such further security in form and value as may be required in the opinion of the Bank sufficient to secure any of the Customer's obligations to the Bank; and
- (b) 簽署及交付與客戶資產相關之文件，其形式與內容均須符合銀行要求。 execute and deliver to the Bank any documents in form and substance satisfactory to the Bank over any of the Customer's assets as the Bank specifies in any such demand.

## 5. 利息及佣金 Interest and Commissions

- 5.1 銀行就客戶未償還或積欠之任何款項，得收取利息。於無特別約定之情況下，利息應按銀行自行決定之方式，複利計算並支付之。利率之詳細資料，應由銀行另外提供之。除另有約定外，利息應按日以一年 365 日或 366 日（視情況而定）計算，並以新台幣（TWD）或英鎊支付；若以其他幣別支付或依照市場慣例之幣別支付，則以一年 360 日計算之。

*The Bank may charge interest on any sum(s) outstanding or owed by the Customer from time to time. In the absence of express agreement, such interest shall be calculated and become due and payable on such basis and shall be compounded in such manner as the Bank may determine at its absolute discretion. Details of such interest rates shall be separately provided by the Bank. Unless otherwise specified, interest will accrue on a daily basis and is calculated on the basis of 365 or 366 day year (as may be applicable) for sum(s) in New Taiwan Dollar (TWD) or Pound Sterling and 360 day year for sum(s) in other currency or according to the market practice.*

- 5.2 除另有約定外，客戶未於債務到期時清償之任何款項，銀行得依其主要放款利率年利率外加 8% 作為遲延利息。客戶就逾期債務償還遲延利息之義務將直至客戶償還積欠銀行全部之債務為止。

*Unless otherwise specified, the Bank may charge default interest at the rate of 8% per annum over its prime lending rate on any monies not paid by the Customer when due. The obligation of the Customer to pay default interest on overdue amounts shall continue until all sums owed by the Customer to the Bank have been paid in full.*

- 5.3 客戶應依銀行要求，就銀行所提供之授信或服務，支付銀行佣金、管理費與其他費用。佣金、管理費與費用之計算表將提供予客戶。

*The Customer shall pay to the Bank on demand the Bank's commissions, management fees and other charges in connection with the banking facilities or services provided by the Bank. The schedule of commissions, management fees and charges is available to the Customer.*

## 6. 就尚未收到之託收款項進行提取 Drawing Against Uncollected Funds

若銀行允許客戶就待收款項或待轉入款項進行提取，若銀行未能於預定時間收取全額款項，或於接受轉帳後，依正常銀行實務，無法收取款項或無法自由運用款項時，則客戶應依銀行要求，補足所提取之全部款項。

*If the Bank permits the Customer to draw against funds to be collected or transferred from any account(s), the Customer shall on demand reimburse the Bank in full the amount so drawn if the Bank does not receive the funds in full at the time when the Bank ought to have received the same or if, after the Bank has accepted the transfer, the Bank is prevented from collecting or freely dealing with the funds in accordance with usual banking practice.*

## 7. 匯票承兌 Bills of Exchange Negotiation

- 7.1 若銀行同意購買或承兌以客戶為交易一方之任何匯票或可轉讓票據，則客戶同意擔保於票據到期時之全部償付，並就銀行因此所產生之任何損失或合理費用予以全額補償。

*If the Bank agrees to purchase or negotiate any bills of exchange or negotiable instruments of which the Customer is a party, the Customer agrees to guarantee the full payment at maturity of such instruments and to indemnify the Bank against any losses or reasonable expenses reasonably incurred or suffered by the Bank on a full indemnity basis.*

- 7.2 *客戶捨棄要求銀行發出拒付通知及／或對任何不被兌現之票據進行註記與異議之權利，且不得影響銀行對客戶行使追索權之權利。*  
*The Customer agrees to waive the requirement for the Bank to give notice of dishonour and/or to note and protest any dishonoured instruments without affecting the Bank's right of recourse against the Customer.*

## 8. 資金轉帳與電子銀行業務 Funds Transfer and Electronic Banking

- 8.1 就銀行提供予客戶之任何軟體或測試金鑰，客戶保證：

For any software or test key provided by the Bank to the Customer, the Customer undertakes that:

- (a) 確知並未擁有軟體及／或測試金鑰之任何權利；  
it acknowledges that it does not own any rights in the software and/or test key;
- (b) 係於專屬及不可移轉之前提下，被授權使用軟體及／或測試金鑰，並僅得用於與銀行提供服務之相關事宜；  
the software and/or test key are licensed on an exclusive non-transferable basis to the Customer for use only in relation to services provided by the Bank;
- (c) 不予出售或以其他方式轉讓任何軟體及／或測試金鑰；或於未取得銀行事前書面同意之情況下，不供任何第三人使用或複製；及  
it will not sell or otherwise transfer any of the software and/or test key, or share its use with any third party or copy it without the Bank's prior written consent; and
- (d) 維持軟體及／或測試金鑰及所有相關資訊之安全與機密，除為使用銀行所提供之相關服務之客戶員工及代理人外，不允許其他人使用，並應確保前述人等亦將保持相關資訊之機密性。  
it will keep the software and/or test key and all relevant information secure and confidential and will not allow any person to access it other than the Customer's staff and agents who need to do so in connection with the services provided by the Bank and will ensure that they will also keep such information confidential.

- 8.2 客戶同意給予銀行之任何指示，應受銀行隨時制定與提供之使用資金轉帳服務之條款與條件、作業規則、指引方針與程序所約束。

The Customer agrees that any instructions given to the Bank shall be subject to such terms and conditions, administrative rules, guidelines and procedures governing funds transfer services as the Bank may from time to time establish and distribute.

- 8.3 於不損及並同時適用第 10 條及第 13 條規定之情形下，客戶應賠償銀行與其主管、員工及代理人因提供資金轉帳服務所承擔之任何損失、損壞、求償或其他不利後果，但若該等損失、損害、求償或不利後果，係因銀行、其員工或代理人之重大過失或故意行為所致者，則不在此限。

Without prejudice to and in addition to Clauses 10 and 13, the Customer shall indemnify and hold the Bank, its officers, employees and agents harmless from and against any loss, damages, claims or other adverse consequences which may arise or result from providing any funds transfer services for the Customer by the Bank, except to the extent that such loss, damages, claims or adverse consequences are caused by gross negligence or wilful default of the Bank or any of its employees or agents.

## 9. 付款 Payments

- 9.1 凡擬由客戶支付予銀行之款項，皆應在免於抵銷、反訴、減除、扣繳或任何條件之情況下支付。若因法令規定而須扣繳或減除任何款項，則客戶應支付之款項應予以增加，以使銀行實際收取之款項，等於未扣繳或扣除此等款項前之金額。

All payments by the Customer to the Bank shall be made without any set-off, counterclaim, deduction, withholding or condition of any kind. If the Customer is compelled by law to make any withholding or deduction, the sum payable by the Customer shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no such withholding or deduction.

- 9.2 客戶支付予銀行之款項，應按相關債務之幣別支付，或若銀行以書面表示同意時，則可以不同幣別支付，於該等情況下，不同之幣別應按前述定義之匯率計算之。

Payment by the Customer to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate.

- 9.3 依據任何判決、法庭命令或其他原因而支付銀行之款項，皆不免除客戶對銀行之支付義務，除非且直至依本約定書約定，應支付之款項（以應支付之幣別）已完全支付為止；且若按匯率實際轉換為應支付之幣別後之款項，少於所表示之金錢債務者，則客戶應負責補足短少之部分。

No payment to the Bank pursuant to any judgement, court order or otherwise shall discharge the obligation of the Customer in respect of which it was made unless and until payment in full has been received in the currency in which it is payable hereunder and to the extent that the amount of any such payment shall, on actual conversion into such currency, at the Exchange Rate, fall short of the amount of the obligation expressed in that currency, the Customer shall be liable for the shortfall.

- 9.4 為履行客戶之義務而支付銀行之任何款項，得運用於償還客戶之義務或存放於暫記款帳戶中，以使銀行保有證明客戶未完全清償之權利。

Any monies paid to the Bank in respect of the Customer's obligations may be applied in or towards satisfaction of the same or placed to the credit of a suspense account with a view to preserving the Bank's rights to prove for the whole of the Customer's outstanding obligations.

- 9.5 為履行客戶之義務而支付予銀行之任何款項，若因客戶無力償債、破產或清算等其他法律原因而需由銀行返還該等款項者，則銀行對客戶仍有請求返還之權利。

If any payments paid to the Bank in respect of the Customer's obligations are required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Bank shall be entitled to recover such sums from the Customer as if such monies had not been paid.

## 10. 費用 Expenses

- 10.1 就銀行因準備、調整、辦理、執行、保留本約定書之權利或由客戶或第三人就客戶對銀行應負擔義務所提供之任何擔保品之相關事宜，而合理發生之所有合理成本、費用與開支（包括法律費用），客戶應依銀行要求，支付及補償予銀行，但若該等成本、費用與開支，係因銀行、其員工或代理人之重大過失或故意行為所致者，則應予排除於上述支付及補償範圍之外。

*The Customer shall pay to the Bank on demand, and indemnify the Bank against all reasonable costs, charges and expenses (including legal fees and expenses) reasonably*

*incurred by the Bank in connection with the preparation, perfection, performance or enforcement of or preservation of rights hereunder or any security provided by the Customer or any third party in respect of the Customer's obligations to the Bank, except to the extent that such costs, charges and expenses are caused by gross negligence or wilful default of the Bank or any of its employees or agents.*

- 10.2 *儘管客戶未簽署相關文件或客戶之授信申請書未獲銀行所接受，上述成本、費用與開支仍應支付予銀行。*

*These sums are payable to the Bank notwithstanding that the relevant documentation may not be executed by the Customer or the Customer's applications for banking facilities may not be accepted by the Bank.*

## 11. 抵銷 Set-off

- 11.1 *銀行得隨時加總或合併客戶於銀行、其子公司或控股公司所簽發之所有帳戶，並以客戶之任何帳戶餘額清償其對銀行之債務，不論債務是否到期、實際發生、未來發生、可能發生、未結算或未確定，亦不論付款幣別、付款地點或透過銀行之代理行為之據點。*

*The Bank may, at any time, combine or consolidate all the Customer's accounts with the Bank, its subsidiary or holding company and apply any credit balance to which the Customer is entitled in or towards satisfaction of any obligation (whether or not due, actual, future, contingent, unliquidated or unascertained) owed by the Customer to the Bank, regardless of the currency, the place of payment or the office through which the Bank is acting.*

- 11.2 *為完成上述作業，銀行被授權得就客戶帳戶餘額依銀行當時適用之匯率進行換匯。若按適用之匯率轉換為應支付幣別後之款項少於以應支付幣別所表示之債務時，則客戶應負責補足短少部分。*

*For this above purpose, the Bank is authorized to purchase, at the Bank's prevailing rate of exchange, such other currencies as may be necessary to effect such application with the monies standing to the credit of such accounts. The Customer shall be liable for any shortfall if the converted currency is less than the outstanding liability.*

- 11.3 *若第 11.1 條所述之任何債務尚未結算或確定，則銀行仍得依誠信原則就估計之金額行使抵銷之權利。*

*If any of the obligations referred to in Clause 11.1 above is unliquidated or unascertained the Bank may set off an amount estimated by it in good faith to be the amount of that obligation.*

- 11.4 *銀行依本條規定行使任何權利時，應儘快通知客戶。*

*The Bank shall as soon as practicable give notice to the Customer of any exercise of its rights under this Clause.*

## 12. 留置權 Lien

銀行為保管或任何其他原因，而持有或控制之客戶財產，不論是否發生於正常銀行業務過程中，均得行使留置權，並得出售客戶財產以償付客戶對銀行之債務。

The Bank shall have a lien on all property of the Customer coming into the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property to satisfy any obligations owed by the Customer to the Bank.

### 13. 賠償 Indemnity

- 13.1 客戶應賠償銀行及銀行之代理人任何因提供客戶授信額度或其他服務所發生或導致之損失、損害、債務、合理成本與費用或其他不利後果。

The Customer shall indemnify the Bank and the Bank's delegates against any losses, damages, liabilities, reasonable costs or expenses or other adverse consequences which may arise or result from providing banking facilities or services to the Customer.

- 13.2 客戶應依銀行要求，就任何可能因本約定書而對銀行提起之訴訟，立即出庭進行辯護並自行負擔成本與費用。

The Customer shall, upon request by the Bank, forthwith appear and defend at its own cost and expense any action which may be brought against the Bank in connection herewith.

- 13.3 於相關法令允許之最大範圍內，銀行有權委任債務催收代理人，向收取客戶到期但未償付予銀行之任何款項。客戶同意須補償銀行因委任債務催收代理人所合理發生之任何合理成本與費用。

To the greatest extent permitted by relevant laws and regulations, the Bank is entitled to employ debt collecting agents to collect any sum due but unpaid by the Customer to the Bank. The Customer agrees and acknowledges that it shall indemnify the Bank against all reasonable costs and expenses which the Bank may reasonably incur in employing debt collecting agents.

### 14. 資訊與保密義務 Information and Confidentiality Obligation

- 14.1 客戶提供銀行之任何個人資料（如相關法律、規章或規則所定義），應符合相關法律之規定。

*Any personal data (as defined in applicable laws, regulations or rules) which the Customer provides to the Bank shall be treated in accordance with applicable laws, regulations or rules.*

- 14.2 客戶同意為達成依相關登記或公司章程載明之營業活動之特定目的，並於法令許可之範圍內：

*The Customer hereby gives its consent to the Bank, in accordance with specific purposes such as requirements arising from its registered business activities or the business activities specified in its articles of incorporation if any and to the extent permitted by the applicable laws and regulations:*

- (a) 就客戶提供予銀行或銀行因其他原因所知悉之客戶帳戶及與銀行業務往來相關之所有資訊（包括個人資料、帳戶餘額及所提供之擔保品），銀行得隨時進行蒐集、電腦化處理、於國際間傳送、利用、揭露與移轉予下列各人：

*to collect, computerize, transmit internationally, utilize, disclose and transfer from time to time all information in connection with the Customer's accounts and business with the Bank (including personal information, credit balances and security given) provided to the Bank by the Customer or otherwise known to the Bank to:*

- (i) 聯合徵信中心，以依據其公司章程所載之營運活動規定進行電腦化處理及利用

*the Joint Credit Information Center for computerization and utilization according to the specific purpose of the business activities specified in its articles of incorporation*

- (ii) 銀行之任何辦事處、分行、關係企業、聯屬公司、總公司、控股公司或

該等總公司或控股公司之任何子公司或聯屬公司；  
*any of the Bank's offices, branches, related companies or associates or its head office or holding company or any subsidiary or associated company of that head office or holding company;*

- (iii) 就銀行營業相關事宜，提供服務予銀行之任何代理人、外包廠商或其他第三方服務供應商（下稱「服務供應商」）；  
*any agent, contractor or third party service provider (each, a "Service Provider") which provide services of any kind to the Bank in connection with the operation of its business;*
- (iv) 就客戶帳戶銀行所擁有權利之任何實際或預計之參與人、次參與人、受讓人或承受債務人；或  
*any actual or proposed participant or sub-participant in, or assignee or novatee of the Bank's rights in relation to the Customer's accounts; or*
- (v) 任何客戶目前、未來擬進行業務往來之金融機構，以完成對客戶所進行之徵信工作。  
*any financial institutions with which the Customer has or proposes to have dealings to enable credit checks to be conducted on the Customer.*

客戶同意於法令、法庭命令或政府或法令主管機關要求或許可之情況下，銀行、其關係企業或聯屬公司或任何服務服務供應商，得揭露客戶之任何資訊。  
*The Customer further consents to the disclosure of any of its information by the Bank or any of its related or associated companies or any Service Provider if required or permitted to do so by any law, regulation, court order or any government or regulatory authority in any jurisdiction.*

- (b) 就提供客戶貸款或授信之相關事宜，揭露下列資訊／文件予供擔保人：  
*to provide the following information/documents to any provider(s) of security in respect of any loan or banking facilities extended to the Customer:*
  - (i) 一份證明債務將受保證或擔保之契約副本或其摘要；  
*a copy of the contract evidencing the obligations to be guaranteed or secured or a summary thereof;*
  - (ii) 若客戶未於接獲銀行通知後償還積欠本行之款項，則銀行得提供逾期催繳正式通知之副本；及  
*a copy of any formal demand for overdue payment which may be sent to the Customer after it has failed to settle an overdue amount following a customary reminder; and*
  - (iii) 隨時依客戶或供擔保人之要求，提供最近期之銀行對帳單或授信資料之副本。  
*from time to time on request of the Customer or provider of security, a copy of the latest statement of account or information of banking facilities provided to the Customer.*

14.3 客戶同意銀行得於客戶透過銀行進行外匯匯款時，依據相關法令或規則之規定，以國際傳送方式將客戶之個人資料傳送給受款人或相關經手銀行。

*Where the Customer makes a foreign remittance through the Bank, the Customer agrees that the Bank may make international transmission of the personal data of the Customer to the payee or the relevant handling bank according to applicable laws, regulations, or*

rules.

- 14.4 如客戶請求銀行停止電腦處理及利用或刪除其個人資料時，除法令另有規定外，銀行應立即將該請求以書面或其他媒體報送聯合徵信中心，銀行於收受該通知後，應依客戶之請求停止電腦處理及利用或刪除其個人資料，並記錄日期。如果客戶此等請求將對銀行營運造成不便時，銀行得經書面通知客戶，終止其帳戶之使用。

*In case the Customer requests the Bank to stop computerizing and utilizing its personal data or to delete the same, the Bank shall, unless otherwise provided by the relevant laws, transmit such request to the Joint Credit Information Center in writing or through other media. After receiving the aforesaid notice, the Bank shall stop computerizing and utilizing the personal data or delete the same according to the request of the Customer and make a record of the date. If the Customer's such request will cause inconvenience to the Bank's operation, the Bank may close the Customer's Account after giving a written notice to the Customer.*

- 14.5 客戶得向銀行查詢建檔內容及（或）聯合徵信中心所提供有關客戶之資料。客戶與銀行於發現前述資料有錯誤或發生正確性爭議時，應立即將錯誤或爭議之資料，檢附相關證明文件，送交聯合徵信中心辦理查證或更正。

*The Customer may check the content of its personal file established by the Bank and/or the personal data of the Customer as provided by the Joint Credit Information Center. If the Customer and the Bank find mistakes in the aforesaid personal data or if there is a dispute over the correctness thereof, they shall immediately provide the mistaken or disputed data together with the relevant supporting documents to the Joint Credit Information Center for verification or correction.*

- 14.6 客戶或銀行做出任何終止帳戶之行為，除客戶另以書面要求外，均不影響或終止客戶授權銀行於終止帳戶後揭露其持有之客戶資訊效力。

*Any termination of accounts by the Customer or the Bank shall not affect or terminate the Customer's authorization to the Bank to disclose the Customer information in possession of the Bank at termination unless the Customer shall otherwise specify in writing.*

- 14.7 客戶承諾，其登記於銀行之姓名、地址及其他資料若有任何變動，應立即以書面通知銀行。

*The Customer undertakes to immediately notify the Bank in writing of any change in name, address and other particulars recorded with the Bank.*

## 15. 證明與計算 Evidence and Calculation

於無明顯錯誤之情形下，依本約定書所作成之任何憑證，契約確認通知書或銀行就利率、費率、金額或契約相關事項所作出之決定將具確定性約束力。

*Any certificate, notice of confirmation of a contract or determination by the Bank of an interest rate, fee rate, amount or relevant particulars of the contract under this Agreement is, in the absence of manifest error, conclusively binding on the matters to which it relates.*

## 16. 變動 Variation

於相關法令允許之最大範圍內及提前至少 30 日通知客戶之情況下，銀行得自行決定變更、修訂或增補本約定書之任何條款；且此等變更、修訂或增補，應於前述通知所載明之日生效。

*To the greatest extent permitted by relevant laws and regulations, the Bank may, at its sole discretion, by giving not less than 30 days' prior notice to the Customer, vary, amend or supplement any terms and conditions of this Agreement and such variation, amendment or*

supplement shall take effect on the date specified on the notice

## 17. 條文之可分割性 (Severability)

若本約定書條款於任何司法管轄區域被認定為違法、無效或無法執行時，則不會影響：  
If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) 本約定書任何其他條款，於該等司法管轄區內之效力或可執行性；或  
the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) 該等條款或本約定書任何其他條款，於其他管轄區內之效力或可執行性。  
the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## 18. 其他義務 Further Obligations

本約定書不應被視為銀行有提供或繼續提供任何授信、其他貸款或服務予客戶之義務。銀行所提供予客戶之任何授信，皆得由銀行自行決定並通知客戶終止、停止或重新安排。

Nothing herein shall impose any obligation on the Bank to provide or continue to provide any banking facilities or other accommodation or services to the Customer. Any of the banking facilities granted by the Bank to the Customer may be terminated, discontinued or restructured by the Bank at its sole discretion with a notice to the Customer.

## 19. 保險與鑑價 Insurance and Evaluation

19.1 客戶應向銀行所認可之保險公司，就供擔保／質押之財產、商品、資產或其他有價值物品投保（銀行有權隨時決定其投保價值及風險種類）。

The Customer shall maintain insurance coverage with insurance companies acceptable to the Bank with respect to properties, goods, assets or other items of value collateralized/pledged (the Bank shall have the discretion at any time to determine the insurable value and type or risks).

19.2 客戶依據上述第 19.1 條規定投保之任何保險，其理賠款項應支付予下列對象：

Any amounts due under any insurance maintained by the Customer under Clause 19.1 above shall be paid to:

- (a) 若屬損失或毀損之情況，則應支付予銀行；及  
in case of loss or destruction, the Bank; and
- (b) 若屬損壞之情況，除銀行另行同意外，應用於投保財產之回復原態。  
in case of damage, unless otherwise agreed by the Bank, be applied in repairing or reinstating the insured property.

19.3 客戶授權銀行得依任何一份或多份保險契約規定，收領相關賠款款項。

The Customer hereby authorizes the Bank to collect any relevant amounts due under any policy or policies of insurance.

19.4 客戶應依銀行要求，立即將保障銀行利益之文件（包括保險合約與保費收據），提供予銀行。

The Customer shall, immediately upon request, provide the Bank with evidence of such insurance (including policies and premium receipts) endorsed with the Bank's interest.

- 19.5 若客戶未能使保險合約生效或維持其效力或未能出示保險合約予銀行或若銀行認為客戶投保不足或不適當者，則銀行得依據其認定適當之金額與方式投保。銀行有權就投保所支出之任何款項，自客戶帳戶中扣除。

If the Customer fails to effect or maintain any such insurance or to produce any policy to the Bank or if any insurance effected by the Customer is, in the Bank's opinion, insufficient or inadequate, the Bank may effect such insurance and in such sum and manner as it thinks fit. The Bank is entitled to debit the Customer's account(s) for any monies expended by the Bank for such insurance.

- 19.6 客戶就向銀行所提供擔保之不動產或資產，需於申請任何授信前，提供一份完整之鑑價報告；且於其後每三年提供一份簡式之鑑價報告。*所有鑑價費用均由客戶支付。*

For real properties or assets charged to the Bank by the Customer, a full valuation report is required before any application of the banking facilities is made and a short form annual valuation report is required thereafter for every third year. *All the valuation fees are charged against the account of the Customer.*

## 20. 責任上限 Limitation on Liability

- 20.1 銀行不就其作為或不作為，而對客戶負擔任何法律責任，但若係導因於銀行之重大過失或故意行為所導致者，不在此限。

The Bank shall not be legally liable to the Customer for any action taken or not taken by it unless caused by the Bank's gross negligence or wilful misconduct.

- 20.2 儘管客戶可能另為指示，銀行就相關法令、規則或銀行與其他金融機構業務往來所簽署之合約，所採取之行動導致客戶承受之任何損失或損害者，概不負責。

Notwithstanding that the Customer may have given instructions to the contrary, the Bank shall not be liable to the Customer for any loss or damage which may have been caused by the Bank acting in accordance with applicable laws, regulations or rules or with the terms and conditions of the Bank's agreements with other financial institutions regarding the business dealings with those institutions.

- 20.3 所有交易均由客戶於自行判斷及自行承擔風險之情況下進行。就客戶依銀行建議，採取行動所承受之任何損失，銀行不負擔任何責任，不論此等建議是否依客戶要求所提供。

Each transaction will be undertaken by the Customer solely in reliance on its own judgment and at its own risk. The Bank shall not be liable in any manner for any loss resulting from the Customer acting on advice received from the Bank whether or not such advice was requested by the Customer.

## 21. 合夥組織 Partnership

- 21.1 若客戶為一合夥組織，則因任何原因而解散時，則於銀行接獲客戶所發出載明解散事實之書面通知前，並不影響客戶身為合夥人所應負擔之責任，但客戶於銀行接獲前述通知前已完成之交易，仍應負責。

If the Customer is a partnership, the dissolution of the partnership for any reason shall not affect the liabilities of the Customer as partner(s) until the Bank receives a written notice from the Customer to such effect but no notice shall affect the Customer's liability for any transaction made prior to the Bank's receipt of such notice.

- 21.2 任一合夥人死亡時，以其遺產償付對銀行之責任及於銀行接獲死亡事實書面通知前所完成之交易。

In the case of the death of a partner, the liability of the estate of the deceased partner to the Bank shall cease only with regard to transactions made with the Bank subsequent to the

receipt by the Bank of written notice of the death of the deceased partner.

## 22. 持續有效協議、捨棄與補救措施 Continuing Agreement, Waivers and Remedies

22.1 本約定書為一持續有效契約，契約及其所規範之權利、權力與請求賠償之權利將適用於客戶對銀行所應負擔之所有義務，不論是否有影響客戶受本約定書約束之情事發生。This is a continuing agreement and all the rights, powers and remedies under this Agreement shall apply to all the Customer's obligations to the Bank notwithstanding any event affecting the capacity of the Customer to be bound by this Agreement.

22.2 銀行依本約定書所享有之權利：  
The rights of the Bank hereunder:

- (a) 得於必要時行使之；  
may be exercised as often as necessary;
- (b) 得併予適用，且不排除依一般法律規定所得享有之權利；且  
are accumulative and not exclusive of its rights under the general law; and
- (c) 僅得以書面載明之方式予以捨棄。  
may be waived only in writing and specifically.

22.3 延遲行使或未予行使任何權利之行為，並不構成捨棄該等權利之效力。  
Delay in exercising or non-exercise of any such rights is not a waiver of that right.

## 23. 授權 Authorisation

為確保客戶依本約定書規定適當履行義務，客戶不可撤銷地授權銀行擔任其合法代表人（不論係以客戶或其他名義為之），並擁有完整之授權與替代權力，以履行客戶依本約定書所應履行之義務或行使銀行依本約定書所擁有之權利，包括（但不限於）下列：

To secure due performance of obligations by the Customer under this Agreement, the Customer irrevocably authorises the Bank to be the Customer's true and lawful representative (in the Customer's name or otherwise), with full power of delegation and substitution, to carry out any of the Customer's obligations under this Agreement or for exercising the Bank's rights under this Agreement, including (without limitation) the following:

- (a) 簽署、執行及從事所有必要或銀行認定合適之所有文件、行為與事務，以履行客戶依本約定書所應履行之義務或為實現任何賦予銀行之擔保權利或使銀行取得依本約定書所得享有之權益；  
to sign, execute and do all documents, acts and matters which may be required or which the Bank thinks fit for carrying out any obligations of the Customer under this Agreement or otherwise or for realising any security given to the Bank or for giving to the Bank the full benefit of this Agreement;
- (b) 就銀行認定必要或需要時，提起求償、採取行動或進行訴訟程序及就跟單信用狀、其相關文件或擔保品所生之任何爭議，依銀行自行判斷進行解決或和解；  
to make any claim or take any action or institute any proceedings which the Bank may consider necessary or desirable and to compromise or settle any dispute arising in connection with any documentary credit, relevant documents or charged property on such terms as the Bank may in its discretion consider appropriate;

客戶應隨時認可及確認銀行依本條款被授權合法從事之任何行為。

The Customer shall from time to time ratify and confirm whatsoever the Bank shall lawfully do or cause to be done by virtue of the authorisation granted under this Clause.

## 24. 轉讓 Assignment

- 24.1 客戶不得轉讓或移轉其於本約定書之權利或義務，客戶同意銀行得於書面通知客戶後，就客戶之債務或依本約定書得向客戶求償的全部或一部權利及銀行對擔保品之權益轉讓予任何人，且受讓人後，即應享有所有權利。銀行被授權得將與客戶相關之任何資訊揭露予任何預定之受讓人或主管機關，銀行亦得將其權利轉讓予其他人及將與本約定書相關之任何資訊提供給其專業顧問與任何實際或預定之受讓人。

The Customer may not assign or transfer any of its rights or obligations under this Agreement. The Customer consents that the Bank may, upon a written notice to the Customer, assign all or part of its claim against the Customer in respect of the liabilities or under this Agreement, and the Bank's interest on the security to any persons who shall thereupon, to the extent of such assignment, become vested with all the rights and benefits of the Bank. The Bank is authorized to disclose any information concerning the Customer to any proposed assignee or to any supervisory or regulatory authority. The Bank may also assign any of its rights to any other person and disclose to its professional advisers and any actual or potential assignee any information in connection with this Agreement.

- 24.2 不論銀行之名稱或章程是否變動或銀行是否併購任何其他公司或與其他公司合併，本約定書均應持續有效。客戶同意所有與債務相關之事宜，包括任何於前述併購、合併或轉讓後發生者，均應受本約定書之約束。

This Agreement shall continue notwithstanding any change in the name or constitution of the Bank or by its absorption or amalgamation with any other company. The Customer agrees to be bound by this Agreement in respect of all the liabilities including those incurred after any absorption, amalgamation or assignment.

## 25. 通知 Notices

- 25.1 所有與本約定書相關之通知或其他往來聯繫資料，將於客戶自負風險之前提下寄送。銀行不對傳送或以郵件寄送、傳真或其他電子書面之通訊方式下所產生之任何不正確、中斷、錯誤或延遲或完全失誤情況負擔任何責任，但若係因銀行之重大過失或故意行為所致者，不在此限。

All notices or other communications in connection with this Agreement are to be sent at the Customer's risk. The Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile or other written form of electronic communication unless caused by its gross negligence or willful default.

- 25.2 所有銀行發給客戶之通知或其他往來聯繫資料，皆應以書面為之，且除另有約定外，得以信件、傳真或電子郵件為之。於下列情況下，應視銀行已發出通知：

All notices or other communications from the Bank to the Customer must be given in writing and unless otherwise stated, may be made by letter, facsimile or e-mail. Any such notice will be deemed to be duly given by the Bank as follows:

- (a) 若係透過專人送達或預付郵資方式寄送，則以寄送地址係於台灣或海外分別以寄送後之二或七個營業日，視為銀行已適當地發出通知；且  
if by letter, when delivered personally or if sent by prepaid post, two or seven working days following the day on which it was so posted to an address in Taiwan or overseas respectively; and

- (b) 若係透過傳真或電子郵件之方式寄送，則於收取傳真號碼或電子郵件地址之報告確認通知已成功寄送後，視為銀行已適當地發出通知。  
if by facsimile or e-mail, when confirmed by an activity report confirming the facsimile number or e-mail address to which such notice was successfully sent.

25.3 客戶依本約定書收取所有通知之地址、傳真號碼或電子郵件地址為：

The address, facsimile number or e-mail address of the Customer for all notices under or in connection with this Agreement are

- (i) 附表所列資料；或  
those set out in the Schedule; or
- (ii) 客戶應於至少五個營業日前，通知銀行之任何其他地址或銀行所知悉之最新地址。  
any other notified by the Customer to the Bank with a prior notice no less than 5 working days or last known to the Bank.

25.4 發給銀行之任何通知或其他往來聯繫資料，皆須以書面做成，並向提供相關銀行服務予客戶之銀行經理寄送，且於銀行實際收取時，方視為已對銀行適當發出通知。

Any notice or other communication given to the Bank must be given in writing and addressed to the manager of the Bank through which the relevant banking services are provided to the Customer and shall be deemed to have been given only on actual receipt by the Bank.

## 26. 稅捐 Tax

凡擬由客戶付予銀行之款項，客戶均不得以其對銀行主張抵銷或為其他相對之請求。客戶應給付金額為淨稅金額，客戶不得自其中扣除銀行目前或將來應負擔之稅捐（其中包括營業稅與加值營業稅，但經銀行另以書面同意扣除者，不在此限）、扣除額、費用或所得稅扣繳及與給付有關之一切債務，但不包括就銀行之淨收入所課徵之稅捐。客戶應負擔依本約定書所為付款或依本約定書（或其他與授信或擔保品有關之文件）所為之簽署、交付、登記或其他事宜，而產生之現在或未來應負擔之印花稅、契稅、應納之規費、登記費或類似費用，並且客戶應視需要支付銀行額外款項，俾使銀行所實得之金額不低於本約定書規定之金額。客戶應將其因支付前開稅捐或費用而取得之正式付款收據正本或經認證為真實之副本送交銀行。倘銀行因之增加負擔時，就該額外之支出，客戶亦應補償銀行。

Any and all payments made by the Customer to the Bank shall be made without set-off or counterclaim and free and clear of and without deduction for any current or future taxes (including, unless otherwise agreed by the Bank in writing, gross business tax and value added tax), deductions, charges or income tax withholdings and all liabilities with respect thereto, excluding taxes imposed on the net income of the Bank. The Customer shall pay any current or future stamp or documentary 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, and pay to the Bank such additional amount as may be necessary so that the net payment received by the Bank is not less than the amount provided under this Agreement. The Customer shall deliver to the Bank originals or certified copies of the official receipts for such payments and shall indemnify the Bank for any additional payments with respect thereto.

## 27. 還款幣別 Currency of Repayment

如客戶之任何非新台幣債務到期時，客戶應以該貨幣清償該債務並取得換匯必要之核

准。如客戶交付銀行新台幣以取得外匯清償債務者，於該筆新台幣款項未兌換為該相關外幣之前，客戶之債務不構成清償。於交付至兌換時新台幣與為該外幣間之匯率變動風險，悉由客戶承擔。

If any liability is due in any currency other than New Taiwan Dollar, the Customer shall pay the sum due in such other currency and be solely responsible for obtaining the necessary foreign exchange approval, if any, for repayment of the liability in the specified currency. If the Customer places New Taiwan Dollar with the Bank to acquire foreign exchange to make such repayment, such placement shall not constitute payment unless and until the sum so deposited is converted into the relevant currency, and the Customer shall bear all risk of currency fluctuation between the time of placement and the time of conversion.

## **28. 款項之抵充 Application of Payments**

客戶支付予銀行之所有款項，皆應由銀行依相關法律規定，決定債務清償之先後順序。All payments by the Customer to the Bank shall be applied to the liabilities in such order of priority as the Bank shall elect in accordance with the applicable laws.

## **29. 合約語言與解讀 Language and Interpretation**

- 29.1 本約定書以中、英文本簽訂，如中英文義有歧異之情事，以英文本為準。  
This Agreement is made and executed in both Chinese and English. In the event of any discrepancy between the Chinese and English texts, the English version shall govern.
- 29.2 本約定書內可能含有之打印錯誤，應透過對本約定書相關內容上下文合理解釋之方式予以處理。本約定書所用標題僅為方便參考，並不影響本約定書之解釋。  
Typo errors as possibly appear in this Agreement shall be interpreted through reasonable explanation of the relevant context of this Agreement. The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.
- 29.3 若本約定書 (a) A 部分與 (b) A-1 部分及 B 部分之間有任何不一致時，應以本約定書 A-1 部分及 B 部分之規定為準。  
In the event of any inconsistency between (a) Part A and (b) Part A-1 and Part B of this Agreement, Part A-1 and Part B of this Agreement shall prevail.

## **30. 準據法與管轄地 Governing Law and Jurisdiction**

本約定書應受中華民國法律所規範並據以解讀，且簽約雙方不可撤銷地接受台北地方法院之非專屬管轄。

This Agreement is governed by and construed in accordance with the laws of the Republic of China. The Parties irrevocably agree to submit to the non-exclusive jurisdiction of the Taipei District Court.

**(A-1 部分 – 西班牙對外銀行在台分行提供授信之補充規定，包括其台北分行及國際金融分行)**  
**(Part A-1 - Additional Terms for banking facilities provided by BBVA branches in Taiwan, including its domestic banking unit and offshore banking units)**

下列補充規定適用於西班牙對外銀行在台分行之授信事宜，且構成本約定書之一部分。

The following Additional Terms apply to banking facilities provided by BBVA branches in Taiwan and form an integral part of this Agreement.

**1. 貸方帳戶 Credit Account**

銀行得於其帳簿內簽發以客戶為名之一個或數個貸方帳，以登載提供予客戶授信之動撥、幣別、清償、提前清償、利息、費用及與授信相關之其他應付實付金額之計算與支付。若無明顯計算錯誤，則此等貸方帳即為客戶隨時積欠銀行款項之最終證明，對客戶具拘束力。此外，凡經銀行合法授權之主管就客戶當時應付金額出具證明表示該金額已屆清償期時，該證明亦為終局之證明，並對客戶具拘束力。

The Bank may open and maintain on its books one or more credit accounts in the Customer's name showing the extensions and the currencies of the facilities, repayments, prepayments, and computation and payment of interest, fees and other amounts due and paid with respect to the 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 owed by the Customer to the Bank is then due and payable, and shall be conclusive and binding on the Customer.

**2. 或有債務之預付或付款催告 Prepayment of Contingent Liabilities/Cash Call**

如客戶未清償到期債務，或發生違約情事並在繼續中者，銀行得採取下列措施：(i) 銀行得（但並無義務）就其因代客戶或代他人（但由客戶保證或提供他種擔保）簽發信用狀、承兌書、保證書所有已生之或有債務（以下稱「或有債務」），於到期日前提前清償其全部或一部。客戶並應於經銀行請求時，立即歸墊銀行之提前清償金額，並按下列第3項規定之利率，就自銀行先行提前清償之日起至客戶歸墊之日止之期間，支付遲延利息；及／或(ii) 銀行得於通知客戶後（以下稱「付款催告」）要求客戶立即將與當時未清償「或有債務」金額相等之款項，存入以銀行為名之一個或多個戶頭內（以下稱「專戶」）。銀行得（但並無義務）自該「專戶」領取款項用於清償到期或提前支付全部或一部之「或有債務」。若該專戶內之存款餘額不足支付時，客戶應依銀行之要求補足之，以供清償到期或提前清償「或有債務」及其利息，但所有債務經向銀行清償，且銀行亦已免除所有之「或有債務」之責任後，「專戶」內之所有存款餘額退還客戶。

If the Customer fails to pay any liability when due or if an Event of Default occurs and is continuing, (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 other documents issued on behalf of the Customer or on behalf of other persons and guaranteed or otherwise secured by the Customer ("Contingent Liabilities") and the Customer shall immediately on demand reimburse the Bank the sum so prepaid plus Default Interest from the date of such prepayment by the Bank to the date of reimbursement at the rate specified in Section 3 below, and/or (ii) the Bank may, upon notice to the Customer ("Cash Call"), require the Customer to immediately deposit into one or more accounts standing in the name of the Bank (collectively 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. If the balance in the Special Account is insufficient, the Customer shall pay to the Bank such additional sums as are required by the Bank to make such payment or prepayment plus interest as provided above; provided, that upon repayment and payment to the Bank of all liabilities and the release of the Bank from all Contingent Liabilities, the remaining balance, if any, in the Special Account shall be refunded to the Customer.

### 3. 遲延利息與賠償金 Default Interest and Indemnity

除授信文件、相關交易之合約、申請書或確認書另有約定者外，客戶任何應付而未付之款項於客戶發生違約情事，經銀行請求時，不論在法院判決前或之後，應立即按銀行所訂該有關幣別之短期放款所適用之利率加計百分之三或以法律所允許之最高利率（視孰者較低）加計遲延利息（以下稱「遲延利率」）。遲延利息應在法律規定所允許之範圍內，按複利計算。除遲延利息外，倘因客戶發生違約情事致銀行遭受損失或產生費用時，客戶應賠償銀行之損失，和負擔銀行之費用，並使銀行不因此而遭受損。

Except as otherwise provided in the facility documentation or the agreement, application or confirmation for the relevant transactions, the due and unpaid amount in the event of any Event of Default shall bear default interest, payable on demand, both before and after court judgment, at the rate determined by the Bank from time to time to be the relevant applicable rate for short-term loans in the relevant currency plus three percent (3%) or the highest interest rate permitted by applicable law, whichever is less ("Default Interest"), compounded to the extent permitted under applicable law. In addition to the payment of Default Interest, the Customer shall pay, and otherwise indemnify and hold the Bank harmless from and against, all losses, costs and expenses arising from such Event of Default.

### 4. 法律之變更 Change of Law

如有關法律規章及命令或其解釋或適用發生變更致銀行依法不得貸放或維持授信予客戶時，該筆授信即不得貸放予客戶，客戶應立即或在該法令准許之較長期間內，提前償還該筆授信，或使銀行免除其就授信所承擔的或有債務。

If any change in any applicable law, rule or regulation thereof shall make it unlawful for the Bank to extend or maintain any facility to or with the Customer, such facility shall not be extended, and the Customer shall forthwith immediately, or within such longer period as may be allowed by such law, rule or regulation prepay the liabilities or cause the Bank to be released from any contingent liabilities under such facility, as applicable.

### 5. 擔保品 Security

#### 5.1 客戶應以銀行要求之形式與實體就客戶之負債提供擔保予銀行，並於適當時向銀行設定抵押、將客戶擁有擔保品及與擔保品有關事宜之所有權利、所有權與利益的擔保利益授予銀行，及將證明該等擔保品之所有法律文書與文件證明交付予銀行，且於銀行要求時進行背書。銀行得隨時於相關法律與規章允許之範圍內，將客戶向銀行抵押的任何及所有存款與客戶之債務互抵或運用。

As security for the Customer's liabilities, the Customer shall provide to the Bank the security in form and substance as required by the Bank and, if applicable, pledges the security to the Bank, grants to the Bank a security interest in all rights, title and interest of the Customer in and to the security, and undertakes to deliver to the Bank all instruments and documents evidencing the security, endorsed as the Bank may direct. The Bank may at any time set off and apply, to the extent permitted by applicable laws and regulations, any and all of the Customer's deposits which are pledged to the Bank against the Customer's liabilities.

#### 5.2 客戶茲向銀行聲明與保證客戶或擔保品之提供者係擔保品之合法所有權人，除銀行外，未設定任何負擔於其他第三人。客戶應維持擔保品之價值。如擔保品因任何原因有價值

不足或就之有爭議發生時，客戶應依銀行之要求立即更換擔保品或提供形式與內容均足以讓銀行滿意之額外擔保品。倘擔保品經收歸國有或被徵用時，銀行代客戶收受任何相關給付，並得在適用法令許可之範圍內，以之清償債務。

The Customer represents and warrants to the Bank that the security is duly owned by it or by the provider thereof free and clear of any encumbrances in favour of any person other than the Bank. The Customer shall maintain and preserve the value of the security in good order. If the security is of insufficient value or subject to dispute for any reason, the Customer shall, at the Bank's request, immediately replace the security or furnish additional security in form and substance satisfactory to the Bank. If the security is nationalized or otherwise expropriated, the Bank is authorized by the Customer to receive any relevant payment on behalf of the Customer and to the extent permitted by the applicable laws and regulations, apply such payment to repay the Customer's liabilities.

- 5.3 只要銀行認為必要或適當，客戶應於經銀行提出請求後，立即增加擔保品、保證或更換之，該擔保品之形式與內容以銀行滿意者為限。

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

- 5.4 客戶應依銀行之要求及實務之需要，以其自己之費用，就擔保品為必要之登記以保障銀行對於擔保品所享之擔保權益，並且就擔保品向銀行所認可之保險公司投保適當之保險，保險範圍及保險金額應為銀行所認為適當者，保險金額不得低於擔保品之市價，並以銀行為保險受益人，並交付銀行保險證明文件。

The Customer shall, at the Bank's request and the needs in practice, effect all registration at its own costs with respect to the security so as to protect the Bank's security interest on the security and shall cause the security to be duly insured with an insurer approved by the Bank with coverage and in amounts not less than the market value of the security and satisfactory to the Bank and shall name the Bank as beneficiary with respect thereto, and shall deliver the documents evidencing such insurance to the Bank.

## 6. 客戶之承諾事項 Customer's Covenants

- 6.1 在授信未獲全數清償之前，客戶應：(i)維持其公司之持續，及維持為經營其業務、營運或擁有財產所有權所必要之執照；(ii)有次序，有效率並正常地經營其業務；(iii)遵守一切有關法規命令及具管轄權之主管機關之命令規定；(iv)設置適當之帳簿與紀錄；(v)於未遭課徵滯納金之前即繳納對客戶、其收入、盈餘或財產所課徵之一切稅捐、估價及政府費用，並清償其他一切合法之請求，以免因未清償致使客戶之財產，包括擔保品在內，有法定留置權、質押擔保或其他之負擔。

So long as any facility remains outstanding, the Customer shall (i) maintain its corporate existence, if any, and all licenses necessary for the conduct of its business and operation 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, pledge or encumbrance upon any of its properties, including the security.

- 6.2 如銀行提出要求，客戶應讓銀行之代表（包括其所聘用之獨立會計師或其他顧問）於正常營業時間內查核客戶與授信相關或履行清償授信債務有關之帳簿紀錄及文件，並製作其摘錄。

Upon request of the Bank, the Customer shall give any persons designated by the Bank (including any independent accountant or other consultant designated by the Bank) access

during normal business hours to examine and make extracts from such of its books, records and documents as may be pertinent to the facilities or the performance of the facility liabilities.

- 6.3 在客戶未全部清償債務之前，客戶為公司組織者，應於銀行所要求之時間內，提供銀行有關客戶公司之各類財務報表，包括但不限於資產負債表、損益表、保留盈餘與股息撥補表，包括前會計年度同期之金額。上開各種報表應具備詳細合理之內容，應以新台幣為單位表示。此等財務報表應係依中華民國一般適用之公認會計原則編製，且應經客戶之董事長或總經理或財務主管簽發證明，表示據其適當查核所知，客戶無違約情事或其他經通知或相當時間後可能構成違約之情事，或如違約情事已發生或進行中時，則應說明該「違約情事」之性質，及客戶所已或擬採取之因應措施。客戶並應依銀行隨時之要求，送交銀行有關客戶財務及營運情況之其他資料。

So long as the Customer has not yet fully repaid the Customer's liabilities, the Customer, in the case of a corporate entity, shall within the time required by the Bank provide the Bank with a copy of various financial statements, including but not limited to its balance sheet, a statement of income and loss, retained earnings and dividends 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 prepared in accordance with generally accepted Republic of China accounting principles consistently applied and be accompanied by a certificate from the chairman or the general manager or the chief financial officer of the Customer stating that to the best of his/her knowledge and belief after due inquiry no event which constitutes, or which with the giving of notice or passage of time or both could constitute an Event of Default, or if an Event of Default has occurred or is continuing, a statement as to its nature and the remedial action the Customer has taken or proposes to take with respect thereto should be provided. The Customer shall further 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.

- 6.4 客戶應隨時簽署蓋章並交付金額不超過債務最大金額本票、授權銀行填入本票到期日及利息等事項之授權書及其他文件或書據。此外，客戶亦應辦理經銀行認為為達成本約定書及（或）完成、保全或實現擔保品或任何基於其而產生之有關收入、股息、利息或其他收益所需或適當之行為或事項。

The Customer shall from time to time execute, seal, sign and deliver promissory notes in an amount or amounts not exceeding the maximum amount of the Customer's liabilities, power of attorney authorizing the Bank to fill in the maturity date or the relevant interest on the promissory note and all such other documents and instruments and do all such other acts and matters 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.

## 7. 付款 Payment

- 7.1 銀行將支付款項予任何帳戶之日，若為台北之非銀行營業日（「營業日」）時，應於次營業日執行。

Payment to be made by the Bank with respect to any account on a day which is not a banking business day in Taipei ("Business Day") shall be made on the next Business Day.

- 7.2 銀行於現在或將來就任何帳戶或存款之付款所發生之各項稅捐及費用或扣除額，均應由客戶負擔。

All taxes, duties, charges, or deductions in respect of any accounts or payments or to be made by the Bank on behalf of the Customer shall be borne by the Customer.

- 7.3 客戶應於債務到期（不論係因提前到期或其他原因而到期者）時向銀行清償債務。

The Customer shall make payment to the Bank with respect to the Customer's liabilities when due whether by acceleration or otherwise.

除相關交易之授信文件或交易申請書或確認書內另有規定者外，客戶對銀行所為與債務有關之付款，均應於到期日台北時間上午十一時以可立即兌現之新台幣匯入銀行指定之帳戶及（或）銀行隨時通知客戶之其他帳戶或地點。

Unless otherwise provided in the facility documentation or application or confirmation for the relevant transactions, all payments to the Bank by the Customer with respect to the Customer's liabilities shall be payable in New Taiwan Dollar, not later than 11:00 am (Taipei time) on the due date in immediately available funds to the designated account of the Bank and/or to such other account or place as the Bank may from time to time designate by notice to the Customer.

- 7.4 除相關交易之授信文件或交易申請書或確認書內另有規定者外，客戶就授信應支付之利息與費用，應逐月於銀行所訂之日期支付，但如果銀行已選擇先扣抵利息或費用金額者不在此限。

Except as otherwise provided in the facility documentation or application or confirmation for the relevant transactions, interest and fees on facilities shall be paid monthly on the date in each month specified by the Bank unless the Bank has elected to discount fees or interest in advance.

- 7.5 當客戶應支付銀行款項之付款日非營業日時，則應以次一營業日為付款日，但若次一營業日屬於次一曆月時，則應以前一營業日為付款日。

Whenever a payment shall become payable from the Customer to the Bank on a day which is not a 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 payable on the preceding Business Day.

## 8. 查核 Inspection

如銀行提出要求，客戶應讓銀行之代表（包括銀行所聘用之獨立會計師或其他顧問）於正常營業時間內進入客戶營業場所查核客戶有能力履行其與銀行間授信交易義務之相關帳簿記錄及文件，並製作其摘錄。

Upon request of the Bank, the Customer shall give any persons designated by the Bank (including any independent accountant or other consultant designated by the Bank) access during normal business hours to the Customer's place of business to examine and make extracts from such of the Customer's books, records and documents as may be pertinent to the Customer's ability to perform its obligations under the facility transactions between the Customer and the Bank.

## 9. 委外 Outsourcing.

*客戶同意銀行得於金融監督管理委員會發布生效與金融機構委外作業相關法令允許之範圍內，隨時將本約定書規範之交易和服務委託予銀行之任何分行或聯屬銀行或第三人處理。*

*The Customer consents that the Bank may from time to time outsource the handling of certain transactions and services hereunder to any branches or affiliates of the Bank or third parties to the extent permitted by the Financial Supervisory Commission outsourcing related regulations for financial institutions as in effect from time to time.*

## 10. 客戶之違約情事 The Customer's Event of Default

- 10.1 下列任何事件皆構成違約情事（違約情事）：(i) 客戶未清償對銀行或第三人之任何到期本金，(ii) 客戶自行依台灣破產法或消費者債務清理條例或申請提出宣告破產或聲請重整和解或被他人聲請破產，(iii) 客戶目前經營之主要業務失敗或終止營業，(iv) 台灣票據交換所決定與宣布不兌付或接受客戶簽發之票據、匯票或支票，(v) 客戶未依相關合約規定履行提供擔保之義務，(vi) 客戶（若屬自然人）死亡，且客戶之繼承人捨棄繼承權，或客戶經法院宣告無行為能力或受監護或接受協助，(vii) 客戶因刑事控訴而被宣告沒收主要財產，(viii) 客戶未於負債到期時支付任何部分或全部之債務利息，(ix) 擔保品遭查封或滅失或擔保品或其他保證之價值減少或已不足以擔保負債（若係因擔保人擔任客戶董事或監察人或其他代表權限之原因，而為客戶擔保時，此等擔保應於擔保人不再擔任此等職務後失效），(x) 依與擔保品有關之保險單規定應繳納之保費未經按期繳納，或未經銀行同意以向保險公司借款之方式抵繳保費，(xi) 客戶對銀行之借貸資金用途與銀行原核定之用途不符，(xii) 客戶財物受強制執行，假扣押、假處分或其他保全處分或將由主管機關指定之人接管控制客戶之此等財產或營運，(xiii) 銀行獲悉客戶所提交之財務報表、合約或其他文件內容係不真實或遺漏重要事實，或(xiv) 任何原因情事經銀行合理判斷，認為已造成或可能造成客戶財務狀況產生實質不利之影響致銀行有不能受償之虞。

*Any of the following events shall constitute an event of default ("Event of Default"): (i) the Customer fails to pay any part or all of the principal of any facility owed to the Bank or to any third party when due; (ii) a voluntary petition for declaration of bankruptcy or reorganization or involuntary petition is filed against the Customer under the Taiwan Bankruptcy Law or the Consumer Debt Clearance Act; (iii) the principal business presently engaged in by the Customer shall fail or shall be suspended; (iv) the Clearing House of the Republic of China shall determine and declare not to honor or accept bills, drafts or checks drawn by the Customer; (v) the Customer fails to perform the Customer's obligation of providing security in compliance with the relevant agreement; (vi) the Customer (if an individual) dies and the Customer's heirs waive rights to inherit or the Customer is declared incompetent or subject to guardianship or assistance by a court; (vii) the Customer's major assets are declared to be subject to confiscation by reason of criminal charge; (viii) the Customer fails to pay any part or all of the interest of the liabilities when due; (ix) the security is attached or extinguished, or the security or any other support or guarantee decreases in value or is insufficient to secure the liabilities (including in the event that a guarantee is issued by a guarantor for the obligations of the Customer due to such guarantor's being a director or supervisor or having another capacity with the representative authority of the Customer, such guarantee ceasing to be effective due to such guarantor no longer holding such capacity); (x) the premium upon any policy of insurance constituting or covering any part of the security is not paid when due or is paid by premium loan of the insurer without the consent of the Bank; (xi) the borrowed funds are not utilized for the purpose as originally approved by the Bank; (xii) the Customer's assets are subject to compulsory execution, provisional seizure, provisional disposition or other precautionary measures, or any person designated by government authority shall take possession or control of such property or control over the operations of the Customer; (xiii) 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; or (xiv) any event of circumstance which shall be reasonably determined by the Bank to have resulted or is likely to result in a material adverse effect on the Customer's financial condition or operations, and its inability to repay its indebtedness to the Bank.*

- 10.2 客戶如有上述第(i)款至第(vii)款情形，銀行無須經請求或通知或其他行動，如有第(viii)款至第(xiv)款情形，銀行於二十日前通知或催告客戶後，客戶對銀行所負之一切債務應即視為到期，銀行得要求客戶立即清償，並得為下列行為：(i)以抵銷、變賣、拍賣或其他方式處分擔保品；(ii)提示銀行所持有客戶所簽發之任何本票；及(iii)為其他法律所准許辦理之行為。

*All obligations shall forthwith become due and payable without demand, notice or any other action by the Bank in the event of the occurrence of any event as provided in the above items (i) to (vii) or after a prior twenty days' notice is given to the Customer in the event of the occurrence of the events as provided in the above items (viii) to (xiv), and the Bank may request the Customer to repay the liabilities immediately without restriction by repayment previously determined by the Bank, and then may (i) dispose of the security by set-off, private sale, auction or otherwise; (ii) present any promissory notes signed by the Customer it holds; and (iii) take all other actions permitted by law, without notice to the Customer except as required by law.*

## 11. 確認身分措施 Identity Verification Measures

- 11.1 如辦理開戶對象為受經濟制裁、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，銀行得自行決定拒絕業務往來或逕行關戶。

Where the Customer to open the account is a person who is subject to financial sanctions and has been determined to be, or is under the investigation by a foreign government or international anti-money laundering organizations as being, a terrorist or a terrorism organization, the Bank may at its discretion terminate the business relationship or close the account directly.

- 11.2 對於不配合定期審視、對交易之性質與目的或資金來源不願配合說明等客戶，銀行得自行決定暫時停止交易，或暫時停止或終止業務關係。

For the Customer who does not co-operate in periodic reviews or in explaining the nature and purpose of the transaction or the source of the funds, the Bank may at its discretion temporarily suspend transaction or temporarily cease or terminate the business relationship.

- \*  客戶在與銀行分別審閱及討論每一條款後，茲此明白確認已瞭解且明確同意本約定書之內容，包括但不限於本約定書所約定之義務範疇及 A 部分第 5、10、11 及 14 條與 A-1 部分第 9、第 10 條有關利息、佣金、費用、抵銷、豁免保密義務、處理個人資料、違約情事及委外規定 (A1 部分第 10.1 條第(i)至第(xiv)款規定之內容，應構成違約情事)。THE CUSTOMER HEREBY EXPRESSLY ACKNOWLEDGES THAT, AFTER HAVING SEPARATELY REVIEWED AND NEGOTIATED EACH SUCH CLAUSE WITH THE BANK, THE CUSTOMER UNDERSTANDS AND SPECIFICALLY AGREES TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SCOPE OF OBLIGATIONS COVERED BY THIS AGREEMENT AND THE INTEREST, COMMISSIONS, EXPENSES, SET-OFF, WAIVERS OF CONFIDENTIALITY, PROCESSING OF PERSONAL DATA, EVENTS OF DEFAULT AND OUTSOURCING SET OUT IN CLAUSES 5, 10, 11 AND 14 OF PART A AND CLAUSES 9 AND 10 OF PART A-1 (IN PARTICULAR, ITEMS (i) THROUGH ITEMS (xiv) OF THE ABOVE CLAUSE 10.1 OF PART A-1 SHALL CONSTITUTE AN EVENT OF DEFAULT).

\* 客戶應予勾選，並於項目旁簽名／用印。  
Customer should check the box and sign/chop next to the box.

**(B 部分 - 貿易授信條款)**  
**(Part B - Trade Finance Provisions)**

貿易授信條款構成本約定書之一部分。

The Trade Finance Provisions form an integral part of this Agreement.

**1. 適用規定 (Application)**

**1.1 依本約定書：**

In this Agreement:

- (a) 於相關法令允許之範圍內，下列條款與條件，應符合銀行就任何跟單信用狀與任何特定授信所指定之其他條款與條件；  
The following terms and conditions shall, to the extent permitted by relevant laws and regulations, be subject to such other terms and conditions which may be specified by the Bank in relation to any documentary credit and any particular banking facilities;
- (b) 所有跟單信用狀皆須符合國際商會（簡稱 ICC）隨時公布生效之跟單信用狀統一慣例（簡稱 UCP）之規定；  
Each documentary credit shall be subject to the Uniform Customs and Practice for Documentary Credits (“UCP”) of the International Chamber of Commerce (“ICC”) as are in effect from time to time;
- (c) 所有擔保信用狀皆須符合 ICC 隨時公布生效之 UCP 或國際擔保函慣例（簡稱 ISP）之規定（如同載明於相關申請書或說明文件內容中）；  
Each standby letter of credit shall be subject to UCP or International Standby Practices (“ISP”) of ICC (as stipulated in the relevant application form(s) or the text of the instrument) as are in effect from time to time;
- (d) 所有由銀行所出具之擔保函、保證函或付款承諾，皆須符合 ICC 隨時公布生效之 ISP、即付保證函統一規則(簡稱 URDG)、相關申請書或金融商品說明內容中所載明之準據法規定；  
Each guarantee, bond or payment undertaking issued by the Bank shall be subject to ISP, Uniform Rules for Demand Guarantees (“URDG”) of ICC as are in effect from time to time or the governing law as stipulated in the relevant application form(s) or the text of the instrument;
- (e) 託收（跟單託收或光票託收）作業，應符合 ICC 隨時公布生效之託收統一規則規定；及  
Collection (either documentary or clean) shall be subject to the Uniform Rules for Collections (“URC”) of ICC as are in effect from time to time; and
- (f) 於未違反本約定書一般條款第 2 條規定之前提下，若本約定書與 UCP、ISP、URC、URDG 或任何 ICC 規則，有任何不一致時，則應優先適用本約定書。  
Without prejudice to Clause 2 of the General Provisions of this Agreement, in the event of any conflict or inconsistency between this Agreement and UCP, ISP, URC, URDG or any ICC rules, this Agreement shall prevail.

2. **商業跟單信用狀／擔保信用狀／擔保／保證／補償或類似性質之文書（以下稱「保證函」）**  
**Commercial Documentary Credit / Standby Letter of Credit / Guarantee / Bond / Indemnity or the like (the “Undertakings”)**
- 2.1 銀行被授權依其所簽發之保證函，接受所有提款或預計提款及提示或承兌之文書，並支付款項。  
The Bank is authorized to accept and pay all documents drawn or purporting to be drawn and presented or negotiated under each of the Undertakings issued by the Bank.
- 2.2 就任何跟單信用狀或擔保信用狀，銀行得限制僅得於其營業地點或其指定之通匯行或代理行，進行承兌。  
The Bank may restrict negotiations under any documentary credit or standby letter of credit to its own offices or to any correspondent or agent of its choice.
- 2.3 客戶應依銀行要求就銀行所支付之任何款項予以補償，且應於銀行所簽發之每一保證函所載相關日期時，支付到期應付之款項。  
The Customer will reimburse the Bank on demand any amount paid by the Bank and will pay the Bank no later than the applicable date an amount equal to the amount due under each of the Undertakings issued by the Bank.
- 2.4 客戶不可撤銷地授權銀行得不需事前通知，自客戶之帳戶中扣取所有由銀行或其通匯行所支付之款項總額或客戶應支付予銀行之其他款項；  
The Customer hereby irrevocably authorizes the Bank to debit the Customer’s account(s), without making prior demand, all sums that may be paid by the Bank or by the Bank’s correspondents or any sums payable by the Customer to the Bank;
- 2.5 客戶同意於相關法令允許之範圍內，銀行得（隨時並不需提前通知客戶或取得客戶同意）修改及取消銀行所發出之任何保證函之全部或未動用部份之餘額。  
The Customer expressly agrees that the Bank may, to the extent permitted by relevant laws and regulations, (at any time, without notice or consent from the Customer) amend and/or cancel the whole or the unused balance of any of the Undertakings issued by the Bank.
- 2.6 客戶同意銀行於取得客戶就依任何由銀行簽發之保證函豁免提示瑕疵時，並不代表銀行即有義務豁免該等提示瑕疵。儘管客戶豁免提示瑕疵，銀行仍有權拒絕接受此等文件之提示。  
The Customer agrees that obtaining the Customer’s waiver of discrepancies by the Bank in respect of Documents drawn under any of the Undertakings by the Bank does not obligate the Bank to waive non-compliance of such Documents. The Bank is fully entitled to reject such Documents notwithstanding that the Customer has waived the discrepancies.
- 2.7 客戶同意於相關法令允許之範圍內，銀行得於自行決定且不需事前諮詢客戶，修改客戶所提出之條款與條件及／或於保證函中附加銀行認定適當之其他條款與條件。  
The Customer agrees that the Bank may, to the extent permitted by relevant laws and regulations, at its sole discretion and without prior reference to the Customer, amend the terms and conditions submitted by the Customer and/or insert additional terms and conditions into the Undertakings as the Bank thinks appropriate.
- 2.8 客戶同意審閱就其所持有每份由銀行發出之保證函之副本內容，並不可撤銷的同意若客戶未於收取保證函之日起算 7 日內，就銀行所發出保證函內容提出異議，則視為已同意捨棄異議或對銀行請求補償之權利。

The Customer agrees and undertakes to examine the customer copy of each of the Undertakings issued by the Bank and irrevocably agrees that failure to give a notice of objection about the contents of the Undertakings issued by the Bank within 7 calendar days after receipt of the customer copy of the Undertakings shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof.

### **3. 出口文件 Export Documents**

- 3.1 不論 UCP 或 ICC 是否另有規定，客戶同意與銀行對客戶擁有完整之追索權，且依銀行要求，就銀行於任何文件提示時因款項尚未完全支付而代墊之款項（包括購買、折現、承兌任何票據或就任何票據進行授信）、或就於到期日因任何原因而未完全支付予銀行之任何款項補償銀行，包括（但不限於）開狀銀行或指定銀行（如 UCP 所定義）發生無力償債情形、相關國家之外匯限制及／或政治不穩定、文件及／或商業爭議、詐欺或遭受詐欺等情事。

Notwithstanding the provisions of UCP or other ICC rules, the Customer hereby expressly agrees and consents that the Bank will have full recourse against it and it will reimburse the Bank on demand for any advances (including purchase, discounting, negotiation or financing of any bills) against any Documents which have not been duly honoured on presentation or in respect of which payment has not been duly made to the Bank on the maturity date due to whatever reasons including (without limitation) insolvency of the Issuing or Nominated Banks (as defined in UCP), foreign exchange constraints and/or political instability at the relevant countries, documents and/or commercial disputes, fraud or alleged fraud etc.

- 3.2 客戶應依銀行要求就其按銀行所副署或簽發之保證或賠償文件所收取之款項返還予銀行，包括如瑕疵文件因任何原因而後續被拒絕接受或付款。

The Customer will refund to the Bank on demand for any monies received by the Customer under any guarantee or indemnity countersigned or issued by the Bank covering discrepancies of the Documents if such Documents are subsequently not accepted or paid due to whatever reasons.

### **4. 出口前授信 Pre-Shipment Loan**

- 4.1 客戶保證儘快及不晚於申請書止所訂之日期依出口跟單信用狀所訂條件，向銀行提示文件適當完成押匯。

In respect of any pre-shipment loan application, the Customer undertakes to present to the Bank the Documents for negotiation/presentation properly drawn and conforming to the terms and conditions of the export documentary credit referred to in such application as soon as available and in any case not later than the date fixed in such application.

- 4.2 若客戶未能於上述第 4.1 條所訂之日期當日或之前，提供適當文件予銀行時，則客戶應立依銀行就相關出口前授信所支付之所有預付款，加計所有應計利息償付予銀行。If the Customer fails to deliver the Documents to the Bank on or before the agreed date mentioned in Clause 4.1 above, the Customer shall immediately pay to the Bank in full all advances made by the Bank pursuant to the relevant pre-shipment loan together with all interest accrued.

### **5. 商品之質押 Pledge of Goods**

- 5.1 銀行就其所提供之授信，將對商品及其相關文件取得質押權利，直至客戶已完全履行對銀行之所有債務為止。

In consideration of the banking facilities extended by the Bank, the Bank shall have a

pledge on the goods or Documents relating to the goods until all the obligations owed by the Customer to the Bank have been fully discharged.

5.2 除銀行所持有之擔保品外，質押亦應構成對銀行之持續擔保。  
The pledge shall be a continuing security, in addition to any other security held by the Bank.

5.3 銀行被授權依一般條款第 4.2 條規定，出售、處分或以其他方式處理任何商品或文件。  
The Bank is authorized to sell, dispose of or otherwise deal with any of the goods or Documents in accordance with Clause 4.2 of the General Provisions.

5.4 客戶應承擔與商品相關之所有風險，就所持有作為擔保品之商品或文件之任何損失、損害或價值減損不負任何責任，但可歸責於銀行、其員工、代理人之重大過失或故意行為者，不在此限。  
The risks in the goods shall be with the Customer and the Bank shall not be responsible for any loss or damage or depreciation in value of any goods or Documents held by the Bank as security unless caused by gross negligence or wilful default of the Bank or any of its employees or agents.

## 6. 質押 Release of Pledged Goods

客戶為使銀行解除對商品或與商品相關文件之質押權利，應簽署及交付形式及內容符合銀行要求之信託收據或其他文件。

If any goods or Documents relating to goods pledged to the Bank are released to the Customer or to its order, the Customer shall execute and deliver to the Bank trust receipts in form and substance satisfactory to the Bank together with any other documentation that the Bank may require.

## 7. 提貨擔保函 Shipping Guarantees

7.1 若銀行應客戶要求，副署或簽發保證函包括在末向船運公司、運輸公司或運送代理人提示提單或所有權文件之情形下，則客戶保證：

If the Bank, at the request of the Customer, countersigns or issues letters of guarantee or indemnity covering the release of goods without production to shipping companies, carriers or forwarding agents of the relevant bills of lading, or other transport or title documents, the Customer undertakes that:

- (a) 其將盡其最大努力取得相關提單、運送或所有權文件；  
it will use its best endeavours to obtain the relevant bills of lading, transport or title documents;
- (b) 於收到提單、運送或所有權文件時，其應將該等文件送交銀行，並使銀行免除任何擔保提貨保證責任，並將相關擔保提貨保證書，返還銀行予以撤銷；  
upon receipt of the bills of lading, transport or title documents, the Customer shall deliver them to the Bank and procure the release of the Bank from any shipping guarantee or indemnity given and the return of the relevant shipping guarantee or indemnity to the Bank for cancellation;
- (c) 捨棄就進口文件列示之所出現之瑕疵主張任何權利，且接受依據相關跟單信用狀規定所提示之所有該等文件；及  
it will waive all discrepancies that may appear in the import documents and accept all such Documents presented under the relevant documentary credit; and
- (d) 依銀行要求，存入相等於銀行擔保提貨保證書所承擔義務之款項或擔保品，直

至該等保證書已返還予銀行以免除其保證責任為止。

it will, on demand by the Bank, deposit with the Bank such sum of money or security equal to the Bank's obligations in respect of the shipping guarantees or indemnity given by the Bank until they are released and returned to the Bank.

- 7.2 客戶授權銀行接受任何相關提款，而不需檢查所提示之文件，並於銀行認為適當時，於所有相關提單、所有權文件、運送文件、保險文件或任何可轉讓票據上，以客戶名義背書或副署。

The Customer authorizes the Bank to honour any relevant drawings without examining the presented Documents and to endorse or countersign in the Customer's name or otherwise all relevant bills of lading, title documents, transport documents, insurance documents or any negotiable instruments as the Bank thinks appropriate.

## 8. 保證 Undertakings

客戶保證：

The Customer undertakes that:

- (a) 其為商品與文件之唯一受益所有人；  
it is the sole beneficial owner of the goods and Documents;
- (b) 其將支付與商品運送、保險與儲存相關及其附隨成本；  
it will pay all costs of and incidental to the transportation, insurance and storage of the goods;
- (c) 除非依據銀行指示或取得銀行事前同意，其不會對商品及／或其相關文件設定負擔、移轉、出售、處分或以其他方式處理；  
it will not encumber, transfer, sell, dispose of or otherwise deal with the Documents and/or the goods except as directed by or with the prior consent of the Bank;
- (d) 其將保持商品及／或其相關銷售所得之獨立性，並與客戶或其他人之財產或帳戶予以區隔；  
it will keep the goods and/or the sales proceeds of the goods separate from any other property or accounts respectively of the Customer or other persons;
- (e) 不會進行任何可能影響商品價值及／或質押與本約定書效力之任何行動；  
it will not take any action which might prejudice the value of the goods and/or the effectiveness of the pledge and this Agreement;
- (f) 依銀行要求，提交銀行與文件相關之資訊及提供銀行受託保管之任何銷貨收入，並安排銀行或其代理人檢視商品或取得商品之所有權；  
it will, at the request of the Bank, provide the Bank with such information concerning the Documents, and any sales proceeds holding in trust for the Bank and arrange the Bank or its delegates to inspect or take possession of the goods;
- (g) 將告知銀行有關商品之所在地及商品之狀態、市價、品質或數量之任何變動情況；且  
it will keep the Bank informed of the whereabouts of the goods and of any change in the condition, market price, quality or quantity of the goods; and
- (h) 為行使本合約所賦予之權利，簽署經銀行認定適當之文件及從事相關行為。  
it will execute such documents and perform such acts as the Bank may consider expedient in connection with the exercise of its powers and rights hereunder.

## 9. 授權 Authorizations

客戶授權銀行：

The Customer hereby expressly authorizes the Bank:

- (a) 就銀行所提供之授信，指派並委由其他人（包括通匯行、代理行或承包商）行使銀行依本約定書所擁有之任何權利；  
to appoint any other person (including correspondent, agent or third party contractor) in relation to the banking facilities extended by the Bank and the Bank may delegate any of its powers hereunder to such person;
- (b) 就商品進行卸貨、運送、儲存及／或保險之作業，並得隨時檢驗商品；  
to land, ship, store and/or insure the goods and to inspect the goods at any time;
- (c) 就銀行於商品及其相關文件上所擁有之權益通知他人；  
to notify any other person of its interest in the Documents and the goods;
- (d) 就跟單信用狀、擔保信用狀、保證書或銀行因授信所提供之其他承諾，於到期時或依要求支付款項，並得於未通知客戶或任何其他人之情形下，自客戶帳戶中扣款。  
to make payment forthwith when due or on demand under documentary credit, standby letter of credit, guarantee, indemnity or other commitment which the Bank may have provided in respect of the banking facilities and *to debit the Customer's accounts for such payment without reference to the Customer or any other person.*

## 10. 責任限制 Limitation on Liability

- 10.1 儘管銀行及／或其代理人無義務或依跟单信用狀或擔保信用狀及／或 USP，ISP 或其他 ICC 之規則，得以文件瑕疵為由而拒絕付款，銀行及／或其代理人基於誠信且依其一般政策或實務規定，有權依客戶要求，就銀行簽發之任何跟单信用狀所提出之請求進行付款。

The Bank and/or its agent, acting in good faith and in accordance with its normal policy or practice is entitled to honour claims drawn under any documentary credit issued by the Bank at the request of the Customer notwithstanding that the Bank and/or its agent is not obliged or ought to reject such claims under the documentary credit or standby letter of credit and/or the applicable edition of UCP, ISP or other ICC rules on the ground that there are discrepancies.

- 10.2 銀行，除應盡之合理注意義務外，不須就其所持有之任何商品、文件或事項負責，且不須就被選任之代理行或通匯行之違約或疏忽或於運送時所產生之損失負擔任何責任。

The Bank is not responsible for any goods, documents or items in its possession beyond the exercise of reasonable care and shall not be held liable for the default or negligence of any selected agent or correspondent or for any losses incurred in transit.

附表  
SCHEDULE

簽署日：  
Date of  
execution:

.....  
.....  
.....  
.....

客戶資料：  
Details of the  
Customer:

(1) 姓名：  
Name:

個人／公司／股份有限公司／獨資／合夥／有限公司\*

類別：  
Type:

Individual/Company Limited by Shares/Sole  
Proprietor/Partnership/Limited Company\*

地址：  
Address:

.....  
.....

傳真：

Fax:

E-mail：

(2) 姓名：  
Name:

個人／公司／股份有限公司／獨資／合夥／有限公司\*

類別：  
Type:

Individual/ Company Limited by Shares/Sole  
Proprietor/Partnership/Limited Company\*

地址：  
Address:

.....  
.....

傳真：

Fax:

E-mail：

(3) 姓名：  
Name:

個人／公司／股份有限公司／獨資／合夥／有限公司\*

類別：  
Type:

Individual/ Company Limited by Shares/Sole  
Proprietor/Partnership/Limited Company\*

地址：  
Address:

.....  
.....

傳真：

Fax:

E-mail：

簽署頁  
**EXECUTION**

**簽署人Executed by :**

客戶 (1) Customer (1) :

簽名Signature : ..... 簽名Signature : .....

姓名Name : ..... 姓名Name : .....

見證人Witness :

簽名Signature : .....

姓名Name : ..... 身分證／護照編號I.D. Card/Passport No. : .....

地址Address : .....

客戶 (2) Customer (2) :

簽名Signature : ..... 簽名Signature : .....

姓名Name : ..... 姓名Name : .....

見證人Witness :

簽名Signature : .....

姓名Name : ..... 身分證／護照編號I.D. Card/Passport No. : .....

地址Address : .....

客戶 (3) Customer (3) :

簽名Signature : ..... 簽名Signature : .....

姓名Name : ..... 姓名Name : .....

見證人Witness :

簽名Signature : .....

姓名Name : ..... 身分證／護照編號I.D. Card/Passport No. : .....

地址Address : .....

備註：(Notes)

若客戶為公司：

If the Customer is a company:

- 應提供一份經濟部登記證、公司章程與組織大綱（簡稱「M & A」）（或若屬台灣註冊登記公司，則提供公司章程）及董事會決議之經認證副本。  
*A certified copy of the Ministry of Economic Affairs Registration Card, Memorandum and Articles of Association (“M & A”)(or Articles of Incorporation for companies registered in Taiwan) and board resolutions should be supplied.*
- 建議於授權簽署人姓名旁填上其職稱。  
*It is advisable to insert the title of the authorized signer beside his/her name.*

若客戶為個人、獨資或合夥組織：

If the Customer is an individual, a sole proprietor or partnership:

- 應提供一份客戶身分證與護照或其他載有姓名及照片之身分證明文件之影本（但已提供者不需另附）。  
*A copy of the Customer’s I.D. Card and Passport or other I.D. documentation bearing the name and photo should be supplied (unless already supplied).*
- 需提供一份獨資或合夥組織（視情況而定）之營利事業登記證經認證副本。  
*A certified copy of the sole proprietor’s or partnership’s (as the case may be) Business Registration Certificate should be supplied.*
- 若客戶為一獨資企業，則每名客戶僅需提供一份簽名。  
*Only one signature is required per each Customer if the Customer is a sole proprietor.*
- 若客戶為一合夥組織，則所有合夥人皆須簽署本約定書。  
*All partners should sign this Agreement if the Customer is a partnership.*