

GENERAL CREDIT FACILITY AGREEMENT FOR BANKING TRANSACTION

To: Mizuho Bank, Ltd. Taipei Branch Taichung Branch Kaohsiung Branch Offshore Banking Unit
Taiwan

In consideration of Mizuho Bank, Ltd. _____ (hereinafter referred to as the "Bank") agreeing to grant the credit facilities of whatsoever nature whether in the form(s) of loans, discounts, issuance of letter of credit, purchasing from or negotiation for the bills of exchange (inland or foreign) drawn or endorsed by the Undersigned, acceptance, guaranty, financial accommodations, or otherwise to the Undersigned, the Undersigned hereby unconditionally and irrevocably covenants to the Bank as follows:

1. Definition of Liabilities

The term "Liabilities" as used herein, whether in the plural or the singular, shall mean any and all indebtedness, obligations and liabilities of any kind payable to the Bank by the Undersigned, whether now (including those incurred in the past being left outstanding) or hereafter incurred; whether or not represented by cheques, promissory notes, bills of exchange, bonds or debentures or other instruments of indebtedness; whether or not arising out of loans, advances, letters of credit, contracts, torts, or by operation of law or otherwise; whether or not consisting of principal, interest, default interest, penalty, compensation for damages or reimbursement of other fees or costs; whether absolute or contingent, joint or several, secured or unsecured, due or undue, direct or indirect, liquidated or unliquidated; whether or not incurred by the Undersigned as principal obligor, guarantor on a joint and several basis, endorser, guarantor, accommodation party or otherwise, and whether created directly or acquired by assignment or otherwise.

2. Definition of Security

The term "Security" as used herein shall mean:

- (i) all present and future deposit balances in any currency maintained by the Undersigned with the Bank;
- (ii) all present and future claims of the Undersigned against the Bank ; or
- (iii) any of the following which have been or at any time shall be delivered to or otherwise come into the possession, custody or control of the Bank or others acting on the Bank's behalf, for any purpose:(a) cash, cheques, bills of exchange, promissory notes, bonds, stocks or other securities, bills of lading, warehouse receipt, certificates of deposit, insurance policies, instruments of indebtedness; (b) any interest in, any property represented by or called for in or which is the proceeds of, any of the foregoing; (c) other property, rights and interests of the Undersigned; and (d) other collaterals as hereinafter referred to. 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.

3. Security

The Undersigned hereby PLEDGES, MORTGAGES and/or ASSIGNS FOR ENTRUSTING UNTO the Bank the Security and any and all the rights, interests and benefits over the Security according to the characters of such Security to secure the Liabilities. The Bank may exercise all rights, interests and benefits over the Security. The Undersigned further agrees, upon demand by the Bank from time to time, to execute all such documents and to do all such acts as may be required by laws in order to perfect the security interest over the Security in favor of the Bank.

4. General Rights in Security

Upon the occurrence of any event mentioned in Clause 13 hereof, the Bank hereby has the right to do the following acts:

- (i) in the name of the Bank or the Undersigned, (a) demand, collect and receive any money, securities, or other property and proceeds (including, without limitation, principal, increment, interest, dividend or other income, stock dividends, rights to subscribe, and goods of all kinds) at any time due that is payable on

account of or in exchange for any of the Security; or (b) make any compromise or settlement with respect to, extend the time of payment of, or amend the terms of any of the Security, or arrange for the payment of any of the Security in installments, or deposit any of the Security with any other person for any purpose; or (c) exercise all voting rights and all other rights with respect to the Security with the same force and effect as if the Bank were the absolute owner thereof;

- (ii) apply any net proceeds received from any of the Security toward the payment of the Liabilities or continue to hold such proceeds as a part of the Security;
- (iii) apply any part or all of the balance of any account of the Undersigned with the Bank or any or all of the claims of the Undersigned against the Bank toward the payment of the Liabilities;
- (iv) surrender or release any of the Security or exchange any of the Security for other security provided by the Undersigned;
- (v) notify any obligor of any Security to make payment to the Bank of any amount due thereon; and/or
- (vi) take any other action as the Bank deems necessary or appropriate in connection with the custody, removal or preservation of the Security at the cost and risk of the Undersigned.

5. Bank's Obligations as to Security

The Bank shall have no obligations with respect to the Security except to use reasonable care in the custody and preservation thereof to the extent required by laws. 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 Undersigned hereby agrees to take). The Bank shall have no responsibility for ascertaining, nor for informing the Undersigned 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).

6. Representation and Warranties on the Ownership of Security; Covenants to Provide Additional Security

- (1) The Undersigned hereby represents and warrants that it and/or the person that provides the Security is the lawful owner of the Security and no other third party has any claim thereon;
- (2) The Undersigned hereby covenants that in the event that the Bank shall find out that defect, divergency of quality, or shortage in quantity occurs to any of the Security, or any dispute shall arise from or in connection with any of the Security, the Undersigned shall immediately provide other collateral satisfactory to the Bank to substitute or make up the original collateral, or shall repay all Liabilities therefor unless the occurrence of such event attributable to the Bank. The Undersigned agrees that should any loss or damage be caused to the Bank on account of any such dispute, all such loss or damage shall be paid for and reimbursed by the Undersigned;
- (3) In the event that the value of any of the Security shall diminish or such Security shall be, or have the likelihood of being, damaged, decreased in value, or destroyed due to Acts of God or human conduct or other events or causes not attributable to the Bank, the Undersigned shall immediately provide the Bank with cash collateral or other collateral satisfactory to the Bank to make up any shortage arising therefrom, and the Bank shall have no liability in connection therewith for compensation of such damage or otherwise;
- (4) In the event that the Undersigned shall be entitled to receive any compensation due to the requisition of the Security by any governmental authority or other causes, the Undersigned hereby agrees to assign, transfer and deliver to the Bank such compensation. To the extent permitted by law, if the Bank intends to directly collect such compensation, the Undersigned shall immediately execute and deliver to the Bank all necessary documents upon request by the Bank to enable the Bank to collect the compensation. The Bank may retain such compensation as collateral securing the Liabilities.

7. Security in the Form of Movable Property

In the event that the Security is goods or a part thereof is goods, the Undersigned shall assure the accuracy of the quality and quantity of such goods stated in the bill of lading or warehouse receipt or other documents, and the Bank may, at any time, take delivery of such goods or make inspections thereto. No matter whether the goods have been inspected or not, the Undersigned shall be responsible for divergency of quality, shortage in quantity or other false statements in respect of the goods which may be discovered afterwards, irrespective of whether the goods are kept in the warehouse operated by the Bank or by others except in the case of gross negligence or willful misconduct on the Bank's part.

8. Preservation of Security

The Undersigned shall pay for all warehouse rental costs, taxes, insurance premiums, fees for repair, fees for application for transcript, or other sums payable in connection with the Security, if any. The Undersigned shall be responsible to complete, when necessary, all registration procedures in connection with the change of warehouse, insurance or otherwise, and shall bear all expenses in connection therewith. In the event that any penalty or retention or otherwise shall occur to any of the Security, the Undersigned shall be liable for any consequences arising therefrom. If the Undersigned shall delay in performing any of the aforesaid procedures, the Bank may do such acts for and on behalf of the Undersigned and the Undersigned hereby expressly authorizes the Bank with powers to so act, with the expenses thereof to be borne by the Undersigned. In the event that any sums shall be advanced by the Bank, the Undersigned shall immediately reimburse the Bank upon demand. Otherwise, the Bank may charge interest thereon at the highest contractual interest rate, to the extent permitted by laws, for the period from the date of making the advance to the date of reimbursement. Any and all payment as advanced by the Bank and the related interest shall constitute part of the "Liabilities" hereunder.

9. Insurance

The Security shall be insured in the full amount against fire and other risks as designated by the Bank with an insurance company, with the Bank as the preferred beneficiary, and the insurance policy shall specify the Bank as the secured party and shall include a mortgage endorsement in form and substance acceptable to the Bank; and the Undersigned shall provide the Bank for its retention with the original insurance policy, the receipts for insurance premiums or other documents satisfactory to the Bank. Should the Undersigned fail to insure and keep insured the collateral with an insurance company, the Bank may use this Agreement as a Power of Attorney, and at its option, have the same insured or kept insured against the fire risk and other risks, and the relevant insurance premiums thereof shall be payable by the Undersigned, or may at the option of the Bank be advanced by the Bank and immediately reimbursed by the Undersigned upon demand. The Bank may charge interest thereon at the highest contractual interest rate, to the extent permitted by laws, for the period from the date of making the advance to the date of reimbursement. Any and all insurance premiums as advanced by the Bank and other costs and the related interest shall constitute part of the Liabilities hereunder.

10. Promissory Note

To evidence the Liabilities hereunder, the Bank may upon execution and delivery of this Agreement or relevant agreements, request the Undersigned to issue and deliver to the Bank a promissory note in the form and substance satisfactory to the Bank. The Undersigned shall not refuse the Bank's request. The Undersigned agrees to issue a new promissory note to replace the promissory note delivered to the Bank hereunder, at the Bank's request at any time during the effectiveness of this Agreement or relevant agreements. The Undersigned hereby also irrevocably authorizes the Bank to fill in the interest rate and maturity date of the promissory note or any replacement thereof on behalf of the Undersigned at the time the Bank seeks to enforce the promissory note.

11. Allocation of Payments

Unless otherwise agreed upon by the parties hereto, all payments made by the Undersigned or the monies received from offset or disposal of Security shall be applied toward the outstanding amount of the Liabilities in the following order: (i) expenses, (ii) penalty, (iii) interest (including default interest) and (iv) principal. In the event that there is more than one outstanding indebtedness and type of payment for such indebtedness is the same, the Bank shall apply the payment toward any of such indebtedness, in the manner set out in Articles 321 and 322 of the Civil Code of the R.O.C.

12. Additional Security

If the collateral is damaged, destroyed or its value is impaired for the reason not attributable to the Bank, or if the Undersigned knew that the collateral has the likelihood of being damaged or destroyed, the Undersigned shall notify such defect to the Bank immediately, and furnish other collateral in the form and substance satisfactory to the Bank within the reasonable time requested by the Bank. Otherwise, the Bank shall be entitled to request the Undersigned to make payment of the Liabilities, in whole or in part, and enforce or sell the collateral according to Clause 13 hereof.

13. Event of Default; Acceleration of Liabilities; Remedies

Upon the occurrence of any of the following events (each an "Event of Default"):

- (i) the Undersigned shall fail to repay principal of any Liabilities payable to the Bank when due under this Agreement or any other agreement in connection with the Liabilities;
- (ii) THE UNDERSIGNED SHALL BECOME INSOLVENT, WIND UP, DISSOLVE, LIQUIDATE OR SHALL BE THE SUBJECT OF AN APPLICATION FOR COMPOSITION (SETTLEMENT) OR A PETITION FOR DECLARATION OF BANKRUPTCY UNDER THE BANKRUPTCY LAW OR THE REGULATIONS GOVERNING CONSUMERS DEBT CLEARANCE, OR A PETITION FOR CORPORATE REORGANIZATION, BE REJECTED AND NOTIFIED BY THE BILLS CLEARING HOUSE, OR CEASE BUSINESS OPERATIONS, LIQUIDATE THE INDEBTEDNESS, OR BE APPOINTED AN TENTATIVE ADMINISTRATOR IN ACCORDANCE WITH THE COMPANY LAW;
- (iii) There is an obligation to provide security according to this Agreement or under any other agreement in connection with the Liabilities with the Bank and the Undersigned shall fail to provide the same;
- (iv) (for individual customers) the heirs or successors of the Undersigned shall announce waive rights to inherit upon the Undersigned's death or thereafter;
- (v) THE BANK SHALL FIND THAT ANY MISREPRESENTATION OR MISLEADING OMISSION HAS BEEN CONTAINED IN ANY FINANCIAL STATEMENT, AGREEMENT OR OTHER DOCUMENT IN CONNECTION WITH THE LIABILITIES DELIVERED TO THE BANK BY OR ON BEHALF OF THE UNDERSIGNED;
- (vi) The Undersigned shall fail to pay interest, fees or any other sums (other than principal) of any Liabilities due to the Bank in accordance with this Agreement or any agreement or instrument in connection with the Liabilities, and such failure is not cured within fifteen (15) days after the Bank sends written notice to the Undersigned ("Cure Period");
- (vii) THE SECURITY OR ANY OTHER SUPPORT OR GUARANTEE PROVIDED TO THE BANK FOR THE LIABILITIES SHALL BECOME INVALID, UNENFORCEABLE, REDUCED IN VALUE OR OTHERWISE BECOME INSUFFICIENT TO SECURE THE LIABILITIES OR ANY OF THE EVENTS DESCRIBED IN CLAUSE 13(I)-(VI) ABOVE OR CLAUSE 13 (VIII), (IX) OR (XI)-(XIV) BELOW SHALL OCCUR WITH RESPECT TO ANY GUARANTOR, PROVIDER OF SECURITY OR CO-MAKER, ENDORSER, ISSUER OR ANY OTHER PERSON LIABLE IN ANY RESPECT IN CONNECTION WITH THE SECURITY AND ANY OF SUCH FOREGOING CIRCUMSTANCES IS NOT CURED WITHIN THE CURE PERIOD, OR THE EVENT DESCRIBED IN CLAUSE 13(X) BELOW SHALL OCCUR;
- (viii) The use of funds of any credit extended in connection with any Liabilities of the Undersigned shall vary from the Bank's approved purposes, or the Undersigned fails to perform the plan of credit use according to the Schedule committed when the Bank extended the credit, or relevant licenses or permissions is suspended or revoked due to any reason and such circumstances are not cured within the Cure Period;
- (ix) The property of the Undersigned or the Security shall be the subject of compulsory execution, provisional attachment, provisional measures or other precautionary measures which is likely to adversely affect the Bank's recovery of the Liabilities and such circumstances are not cured within the Cure Period;
- (x) The major assets of the Undersigned are declared to be subject to confiscation by reason of a criminal

charge;

- (xi) THE PREMIUM UPON ANY POLICY OF INSURANCE COVERING THE SECURITY OR ANY PART THEREOF SHALL NOT BE PAID WHEN DUE, AND SUCH FAILURE TO PAY SHALL NOT BE CURED WITHIN ANY APPLICABLE CURE PERIOD;
- (xii) THE UNDERSIGNED SHALL FAIL TO MAKE PAYMENT OF ANY SUMS UNDER ANY OTHER AGREEMENT (WHETHER WITH THE BANK OR ANY THIRD PARTIES) WHEN DUE OR THERE OCCURS ANY EVENT WHICH ACCELERATES OR PERMITS ACCELERATION OF THE MATURITY OF ANY INDEBTEDNESS OF THE UNDERSIGNED (WHETHER TO THE BANK OR ANY THIRD PARTIES) WHETHER THE UNDERSIGNED IS A PRIMARY OBLIGOR OR GUARANTOR AND SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD;
- (xiii) THE UNDERSIGNED SHALL HAVE VIOLATED ITS CONTRACTUAL OBLIGATIONS UNDER THIS AGREEMENT OR UNDER OTHER AGREEMENT OR INSTRUMENT WITH THE BANK IN CONNECTION WITH THE LIABILITIES AND SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD;
- (xiv) THERE SHALL OCCUR A MATERIAL ADVERSE CHANGE IN THE MANAGEMENT, OPERATIONS OR FINANCIAL CONDITION OF THE UNDERSIGNED AND SUCH CIRCUMSTANCES ARE NOT CURED WITHIN THE CURE PERIOD;
- (xv) WHERE THE PERSON(S) ACTS AS THE GUARANTOR(S) OF THE UNDERSIGNED DUE TO BEING THE UNDERSIGNED'S DIRECTOR(S), SUPERVISOR(S) OR OTHER AUTHORIZED PERSONS ("RESPONSIBLE PERSONS"), THE UNDERSIGNED FAILS TO NOTIFY THE BANK OF ANY CHANGE TO RESPONSIBLE PERSONS IMMEDIATELY AT THE DATE OF SUCH CHANGE; OR
- (xvi) AFTER THE UNDERSIGNED SHALL NOTIFY THE BANK OF THE CHANGE IN ACCORDANCE WITH CLAUSE 13(XV) ABOVE, THE UNDERSIGNED SHALL FAIL TO HAVE THE SUCCESSORS OF RESPONSIBLE PERSONS OR OTHER PERSONS AGREED BY THE BANK TO ACT AS THE GUARANTOR(S) OF THE UNDERSIGNED AND ISSUE THE GUARANTY TO THE BANK WITHIN THE PERIOD DESIGNATED BY THE BANK.

Then in any such event, the Bank is at liberty at any time to terminate its obligation to grant additional credit facilities of whatsoever nature to the Undersigned, and all Liabilities shall be forthwith due and payable without presentation or demand for payment, and the Bank shall have the right to (a) demand for immediate payment in full of the Liabilities, (b) to the extent permitted by laws, to enforce, retain, or sell the Security, in the method and condition as the Bank thinks fit, (c) to demand the Undersigned to provide additional collateral in such form and substance satisfactory to the Bank (including, without limitation, cash collateral to be deposited in an account designated by the Bank under which no interest is to be accrued), or (d) to present any negotiable instrument issued by the Undersigned to perfect the Bank's right under any of the preceding (a), (b) and (c). Notwithstanding the realization of the Security by the Bank or the retention by the Bank of any part of Security in satisfaction of a portion of the Liabilities, the Undersigned shall continue to be liable for any outstanding and unpaid balance of the Liabilities (including interest to the date of payment).

14. Expenses

The Undersigned shall pay all costs and expenses (including attorney's fees and other legal expenses) incurred by the Bank, directly or indirectly, in connection with (i) the Liabilities or the handling of any of the Liabilities; (ii) the enforcement of any of the Liabilities or of any of the provisions of this Agreement; (iii) any sale, exchange, enforcement, collection, compromise or settlement of any of the Security, and (iv) the custody or preservation of the Security. Any fees, expenses or sums that are payable by the Undersigned hereunder but advanced by the Bank shall be immediately reimbursed by the Undersigned; otherwise, the Bank may charge interest thereon at the highest contractual interest rate permitted by laws, for the period from the date of advancement to the date of reimbursement.

15. Currency Indemnity

All payments hereunder shall be made to the Bank in the Currency (the "Agreed Currency") and at the place (the "Agreed Place") provided in each relevant instrument of indebtedness. The obligation of the Undersigned to make payment in the Agreed Currency of any amount due to the Bank shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment which is expressed in or converted into any currency other than the Agreed Currency, except to the extent that the Bank may purchase the Agreed Currency with such other currency in accordance with normal banking procedures upon receipt of such amount. If the amount in the Agreed Currency which may be so purchased, after deducting any costs of exchange and any other related costs, is less than the relevant sum payable, the Undersigned shall indemnify the Bank against the shortfall. This indemnity shall be enforceable as an obligation of Undersigned independent of and in addition to its other obligations and shall take effect notwithstanding any judgment or order being obtained. The Undersigned agrees to obtain and maintain in full force and effect all necessary government approvals, including the foreign exchange approval of the Central Bank of China, when applicable, to effectuate the foregoing.

16. Waivers

If any of the Liabilities arises from the Undersigned's issuance of guarantee, the Undersigned hereby waives the right of *beneficium ordinis* prescribed in Article 745 of the Civil Code.

17. Rights Cumulative; Non Waiver

The rights and remedies of the Bank hereunder are in addition to and will not affect all other rights and remedies however conferred to the Bank under laws or otherwise. To the extent permitted by laws, neither action nor failure to act by the Bank shall be deemed to constitute a waiver of any power, right or remedy hereunder, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other power, right or remedy. The Bank shall not be deemed to have waived any of its right hereunder, unless the Bank shall have signed such waiver in writing. No such waiver, unless expressly so stated therein, shall be effective as to any transaction which occurs subsequent to the date of waiver nor as to any continuance of a breach after such waiver.

18. Waiver of Presentment of Notification

To the extent permitted by laws, the Undersigned hereby waives presentment of any document or instrument in respect of any Liability or Security, protest, notice of protest, notice of dishonor and other notice or demand whether it is related to such document or instrument or not.

19. Amendment

This agreement shall not be amended, modified or limited except by written agreement expressly setting forth the amendment, modification or limitation and signed by the duly authorized officer(s) of both the Undersigned and the Bank. This Agreement shall supersede and override any inconsistent provisions of any agreement previously executed by the Undersigned with the Bank.

20. Interest; Penalty; Payment, etc.

The interest rate and the penalty in respect of any Liability shall be computed in accordance with the provisions of the agreement, instrument or document in connection therewith, entered into by and between the Undersigned and the Bank. If there is no agreement between the Bank and the Undersigned on the interest rate in respect of any Liability, the Undersigned agrees that the Bank may charge the interest at the legal interest rate provided by laws. In respect of the loan made between the Undersigned and the Bank, unless otherwise agreed in such agreement, the Undersigned and the Bank hereby agree that the interest of such loan shall be accrued by the following methods: (1) interest of NTD short-term loan and term loan shall be calculated on the basis of 365 days a year and accrued on daily basis; (2) NTD term loan which is a Constant Payment loan, for each full month, interest shall be accrued on monthly basis, but for fractional days which are not counted as full month, interest shall be calculated on the basis of 365 days a year and accrued on daily basis; and (3) interest of the loan made by foreign currencies other than NTD shall be calculated in accordance with international practice of such currency. Unless otherwise agreed in such agreement, instrument or document, the Undersigned shall pay all Liabilities at the Bank's place of business. Unless a written consent has been made by the Bank, any Liability which matures on a day which is not a banking business day shall be payable on the next banking

business day. For any adjustment of the payment date, the calculation of applicable interest shall be adjusted accordingly. **The Undersigned further agrees to pay aforesaid default surcharge on indebtedness overdue at 10% of the original loan rate for the first six months and 20% of the original loan rate thereafter starting from the maturity day (for principal) and/or interest payment day (for interest).** Unless otherwise agreed, all payments by the Undersigned under this Agreement shall be made to the Bank on the relevant due date in same day funds.

21. Prepayment

- (i) **To the extent permitted by laws, the Undersigned hereby agrees that, without the Bank's prior consent, the Undersigned shall not prepay the Liabilities before the due date.**
- (ii) **The Undersigned hereby agrees that unless the Bank agrees in writing to exempt the Undersigned from relevant liabilities, in the event that the Undersigned prepays before the due date pursuant to the preceding paragraph (i), or when the occurrence of any event mentioned in Clause 13 that accelerates the maturity of the Liabilities, the Undersigned shall compensate the Bank for any damages and loss of profits incurred therefrom (including but not limited to, entering into an interest rate swap contract with a third party for risk sharing purpose).**

22. Set-Off

- (i) Although the Bank may deem it expedient for bookkeeping purposes to open more than one account in the Undersigned's name, the Undersigned agrees that all such accounts shall for all purposes be considered as forming one single account; therefore all credit balances, whether in New Taiwan dollars, or any other currency, whenever due, may be appropriated by the Bank toward payment of or to offset any liability to the Bank of whatever kind and whenever due.
- (ii) The Undersigned hereby agrees that the Bank may, upon the occurrence of an Event of Default and after the Bank has alleged that all Liabilities forthwith due, prepay the amount of deposit account (excluding checking account) to the Undersigned and apply the amount to set-off against all indebtedness now or hereafter owed by the Undersigned to the Bank and/or any of its domestic and overseas branches. Any checking account which the Undersigned maintains with the Bank shall then be deemed terminated and the Bank shall return all the remaining amount to the Undersigned and is entitled to apply the remaining amount to set-off against any indebtedness owed by the Undersigned to the Bank and/or any of its domestic and overseas branches, notwithstanding that cheques or other notes may previously have been drawn by the Undersigned on any of the accounts of the Undersigned in credit but not paid by the Bank at the time of its exercising its rights hereunder. Such indebtedness may be owed by the Undersigned either alone or jointly with any other person or persons, company or companies on any account or in respect of any liability whatsoever, whether actual or contingent, and the Undersigned further agrees that until all contingent liabilities shall have been fully discharged and satisfied the Bank may retain such monies as the Bank in its absolute discretion may consider necessary to meet such liabilities on maturity. The Bank shall notify the Undersigned upon set-off, provided, however, that the set-off shall have become effective upon the Bank's debiting the accounts of the Undersigned and making the entries in the relevant books and statements. The deposit certificates, deposit books, checks or other documents evidencing such credit shall be void in the range of setoff amount.
- (iii) For purposes of this Agreement, the Undersigned hereby specifically agrees with the Bank that if the credit balance(s) in the account(s) of the Undersigned with the Bank is (are) in a currency(ies) different from that of the debt owed by the Undersigned to the Bank or any of its domestic or overseas branches, the Bank may decide and set-off such amount(s) of currency(ies) in such accounts as under normal banking procedures which would be sufficient to purchase the amount of currency in which the debt is owed and the Undersigned shall cooperate with the Bank in completing the necessary procedures for conversion of currencies, if such is required by the relevant laws and regulations.

23. Notices and Instructions

- (1) Unless otherwise agreed, demands or notice as required hereunder by one party hereto to the other party hereto shall be made or given in writing by facsimile, hand delivery, mail or telegraphed at the address indicated below or at such other address as the other party hereto may notify by giving prior written notice

(in the event that the Undersigned delivers any notice by facsimile, the provisions of Clause 23(3) hereof shall apply.) The Undersigned shall immediately notify the Bank in writing in the event any change shall have occurred in the business name, address, business organization, articles of incorporation, the authorized corporate chop, seal or signature(s), the chop(s) of the responsible person(s), the appointment of the legal representative or other chief officer(s) of the Undersigned, or their authorization scope or content, or any material change in the Undersigned's business or operation, whether such change may or may not affect the Undersigned's ability to perform any or all of its obligations hereunder. The Undersigned shall fully compensate any loss or damage suffered by the Bank in connection with, and shall ensure, cause to ensure, and hold the Bank free and harmless from any claim arising from the Undersigned's failure to give said written notice, and shall compensate and reimburse the Bank in full upon demand.

- (2) Unless the Bank has entered a separate AGREEMENT IN RESPECT OF FAX-PLUS SYSTEM or any other agreements having a similar effect, the Bank may accept the instructions from the Undersigned or its duly authorized representative(s) made through telephone or any other oral communication methods. The Undersigned agrees that the Bank shall be entitled (but not obliged) to record all telephone instructions/conversations and other oral communications with the Undersigned or its authorized representative(s). If, at the sole discretion of the Bank, there is any ambiguity or conflict in any instructions given by the Undersigned or its duly authorized representative(s), the Bank may choose not to act on such instructions until the ambiguity or conflict has been resolved to the Bank's satisfaction, and the Bank shall not be responsible or liable howsoever for any loss or damage that the Undersigned may sustain directly or indirectly as a result of the Bank making any such choice, except in the case of gross negligence or willful misconduct on the Bank's part. With respect to the oral instructions from the Undersigned or its duly authorized representative(s), the Undersigned further agrees to the following:
- (i) The Undersigned agrees that, in the event of any oral instructions, the Bank may, at its discretion, determine whether or not to accept such instructions. Unless there is gross negligence or willful misconduct on the Bank's part, the Bank shall not be liable for acting in reliance upon such instructions;
 - (ii) The Bank solely needs to confirm the accuracy of the Undersigned's basic information left with the Bank, and shall have no obligation to further verify the identity of the person(s) giving oral instructions in the Undersigned's name. Unless the Bank has gross negligence or willful misconduct, any transaction made pursuant to the oral instructions shall be binding upon the Undersigned whether made with or without the Undersigned's authority, knowledge or consent;
 - (iii) The Undersigned undertakes to keep the Bank indemnified at all times against and to save the Bank harmless from, all actions, proceedings, claims, loss, damage and costs expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting such instructions and acting thereon; and
 - (iv) The Undersigned shall, according to the Bank's request, have the obligation to give written confirmation of the oral instructions. However, even if such written confirmation is not obtained, the Bank shall be entitled (but not obliged) to execute such oral instructions.
- (3) The Undersigned agrees that the Bank shall be entitled to accept any facsimile instructions (including, but not limited to, any drawdown notice or application for remittance) from the Undersigned or its duly authorized representative(s). With respect to any instructions made through facsimile, the Undersigned acknowledges that, up to now, there is no mechanism for a receiving fax machine to verify that the sender's signatures are authentic. Accordingly, the Undersigned agrees to the following:
- (i) The Bank is hereby authorized to act on the facsimile instructions which, in its sole discretion, it believes emanate from the Undersigned and the Bank shall not be liable for acting in reliance upon such instructions, except in the case of gross negligence or willful misconduct on the Bank's part. The Bank are under no obligation to accept the facsimile instructions, and shall notify the Undersigned by telephone if it believes in good faith that any question exists concerning the authenticity of any such instructions or the content or meaning thereof.
 - (ii) The Bank shall in particular not be under any duty to verify the identity of the person or persons

giving facsimile instructions purportedly in the Undersigned's name and any transaction made pursuant to the instructions shall be binding upon the Undersigned whether made with or without the Undersigned's authority, knowledge or consent. The Undersigned assumes all risks that the use of a counterfeit chop or a forged signature may remain undetected due to a change of size or other distortion or lack of clarity in the transmission process.

- (iii) The Undersigned undertakes to keep the Bank indemnified at all times against and to save the Bank harmless from, all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting such instructions and acting thereon.
- (iv) The Undersigned shall have the responsibility to make subsequent telephone calls to the Bank to notify the transmission, and to confirm the receipt, of the facsimile instructions. The Bank shall be entitled, but not obliged, to act upon any such instructions in respect of which no such subsequent telephone calls are made. In no event shall the Bank be responsible for the non-receipt of any such instructions.
- (v) The Bank shall be entitled (but not obliged) to require that written confirmation of all instructions sent by facsimile be given by the Undersigned within such period of time as it may specify. However, the Bank shall be at liberty to execute such instructions without, or prior to the receipt of, such written confirmation.

24. Financial Statements

- (1) Unless otherwise agreed, the Undersigned shall, upon requested by the Bank, furnish to the Bank financial statements which shall in all respects be true and correct and not misleading and shall be made in accordance with the relevant laws and regulations and the general accepted accounting principals. The Undersigned shall give prompt notice of any bulk sale of its assets or inventories, of any material change in the management or business policies of the Undersigned, or of any threats to sue, pending litigation, or judgment or other proceedings against the Undersigned or to which the Undersigned is a party, or of the occurrence of any event mentioned in Clause 13 hereof. The Undersigned shall from time to time provide any additional financial, operation and other information requested by the Bank and, upon request of the Bank shall permit inspection by the Bank or its designated representatives on the Undersigned's books and records and making extracts and copies therefrom.
- (2) The Undersigned promises to request its CPA that a copy of the audited financial report of the Undersigned be sent to the Joint Credit Information Center. The Undersigned agrees that in the event that the Joint Credit Information Center deems necessary, upon receipt of a notice from the Joint Credit Information Center, the Bank may provide a copy of the audited financial report of the Undersigned to the Joint Credit Information Center for record.

25. Continuing Agreement

This Agreement shall apply to all existing and future transactions, regardless whether such transaction is anticipated or contemplated at the date hereof or not. If any or all transactions between the Bank and the Undersigned shall at any time be terminated or cancelled, this Agreement shall nevertheless be applicable to any new transactions thereafter entered into or effected. The acceptance of this Agreement by the Bank shall not be deemed a commitment by the Bank to make any loan or extend any credit. The Bank may assign or transfer any and all of its rights under the instrument, or any instruments evidencing all or any of the Liabilities, or assign or transfer all or any of its rights hereunder or of the Security and in such event, each assignee or transferee shall have the same rights as conferred to the Bank as fully as if such assignee or transferee were the parties to this Agreement. However, the Undersigned shall not, without obtaining the prior written consent of the Bank assign or transfer any of its rights or obligations hereunder to any third party.

26. Parties

If more than one person signs this Agreement, they shall be jointly and severally liable hereunder. The term "Undersigned" shall refer to any one or more of such persons, and the provisions hereof regarding the Liabilities or Security shall apply to any of the Liabilities or any Security of any or all of such persons. This

Agreement shall be binding upon the heirs and assignees of each Undersigned. In case the Undersigned is a partnership, this Agreement remains valid against the Undersigned and the partners despite any change to the partnership. No change in the constitution of the Bank shall affect the validity of this Agreement nor discharge any obligations stipulated herein.

27. Taxes

All payments to be made hereunder by the Undersigned shall be made free and clear of any deduction for any present or future taxes or similar charges imposed by the government of the Republic of China. If any taxes are imposed and required to be withheld from any payment, the Undersigned shall (a) increase the amount of such payment so that the Bank will receive a net amount (after deduction of taxes) equal to the amount due hereunder, (b) pay such taxes to the appropriate taxing authority, and (c) as promptly as possible thereafter, send the Bank an original receipt (or a certified copy thereof) showing payment thereof, together with such additional documentary evidence as the Bank may from time to time require. If the Undersigned fails to perform its obligations under parts (a) to (c) of the preceding sentence, the Undersigned shall indemnify the Bank for any incremental taxes, interest or penalties that may become payable by the Bank as a consequence of such failure.

28. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of China.

29. Severability

If any one or more of the provisions contained herein shall be 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.

30. Jurisdiction; Governing Language

In case of any dispute arising from or in connection with this Agreement, the Undersigned agrees to submit to the first instance jurisdiction of the District Court of _____ in the Republic of China unless the laws provide for exclusive jurisdiction of such case. In the event of any discrepancy in meaning between the English and Chinese texts of this Agreement, the Chinese version shall govern. The Undersigned agrees that all documents or notices required to be delivered or issued hereunder shall be made in Chinese and/or English and that if any of such documents are government approval or are only made in Chinese, the Undersigned shall, upon the request of the Bank, prepare the true and correct English translation thereof.

31. Miscellaneous

Conditions not stipulated in this Agreement or other applicable agreements shall be discussed and agreed upon separately. The Undersigned further agrees that it shall obtain and maintain in full force, validity and effect all governmental and other approvals, authorization, licenses and consents required in connection with this Agreement and the Security and shall do or cause to be done all other acts and things necessary or desirable for the performance of all obligations of the Undersigned pursuant to and as contemplated by this Agreement.

32. Representations and Warranties

The Undersigned hereby represents and warrants that (i) in case it is a corporation, it has taken any and all of the necessary corporate action or otherwise to authorize the execution, delivery and performance of this Agreement and any other document or instrument required to be executed and delivered hereunder, and this Agreement will constitute the legal and valid obligations of the Undersigned enforceable in accordance with the terms and conditions hereof; (ii) in case the Undersigned is an individual, such individual has the legal capacity to execute, deliver and perform this Agreement, and this Agreement will constitute the legal and valid obligations of the Undersigned enforceable in accordance with the terms and conditions hereof; (iii) the execution, delivery and performance of this Agreement and relevant documents do not and will not violate the Undersigned's articles of incorporation, any law, decree or judgment binding on the Undersigned or its property nor any agreement or instrument binding on the Undersigned or its property; and (iv) unless otherwise

required by law, no consent, approval or registration with any governmental authorities is required for the execution, delivery and performance of this Agreement and relevant documents.

33. Signatures and Seals

The signature(s) and/or seal(s) of the Undersigned hereunder are the true and authorized signature(s) and seal(s) of the Undersigned. The Undersigned hereby agrees to re-execute this Agreement upon demand by the Bank with any new signature(s) or seal(s) which may be subsequently authorized or adopted; provided, however, that this Agreement shall remain in full force and effect if reexecution is not made.

34. Yield Protection

If, after the date of this Agreement, any change in applicable law or regulation or in the interpretation thereof by the ROC government authorities shall change the basis of taxation of interest, acceptance fees, guarantee fees or other payments to the Bank under this Agreement or any other agreements in connection with the Liabilities, then the Undersigned will pay to the Bank, upon demand and in the reasonable period prescribed by the Bank, such additional amount or amounts as will compensate the Bank, as the case may be, for such additional costs incurred or reduction suffered.

35. Collection, Processing, Use and Transmission/International Transmission of Information

The Undersigned hereby acknowledges and consents that the Bank may, for the needs of each transaction with the Undersigned or in the Bank's registered business scope or the business specified in the Bank's Articles of Incorporation, for the needs of the Bank's asset transfer or merger and acquisition or risk management, for the purpose of the Bank's compliance with the laws and regulations relating to anti-money laundering and combating terrorism financing, eliminating anti-social forces of Japan, USA economic sanctions and Foreign Account Tax Compliance Act (including its amendments or replacements), or complying with other relevant applicable domestic and foreign laws and regulations, collect, process or use (including outsourcing to a third party to process or use) the credit information, transaction information and other relevant information of the Undersigned ("Undersigned's Information"), or transmit or internationally transmit the Undersigned's Information to the Bank's head office, other branches, Mizuho Financial Group, Inc. (to which the head office belongs), any institution that has transaction with the Bank, other financial institutions, the institutions to which the Bank outsources, The Taiwan Clearing House, Financial Information Service Co., Ltd., Central Deposit Insurance Corporation, Joint Credit Information Center and its members, and the domestic and foreign governmental agencies, to enable them to collect, process, use and transmit/internationally transmit the Undersigned's Information. The Bank may also receive the Undersigned's Information collected by said institutions or agencies.

Regarding the personal information of any third party (such as the Undersigned's responsible person, authorized person, legal representative, shareholder(s), and so forth) provided by the Undersigned to the Bank, the Undersigned shall have duly notified such third parties pursuant to the relevant provisions of the Personal Information Protection Act, and such third parties shall have consented to the Undersigned's provision of his/her personal information to the Bank for the Bank to process, use (including outsourcing to third parties to process and use) and transmit/internationally transmit such information pursuant to the aforementioned purposes or laws and regulations.

The Undersigned hereby represents that it has clearly reviewed this provision and the "Notification from Mizuho Bank made in accordance with Personal Information Protection Act", and confirms the correctness and truth of the information that it provided to the Bank pursuant to this Agreement. If there is any change or error on the record of the information provided by the Undersigned to the Bank, the Undersigned shall actively and immediately inform the Bank of the changed and corrected information, and provide relevant supporting documents.

36. Damage, Destruction, Loss of Negotiable Instruments and Other Instruments of Indebtedness

Should the negotiable instruments (in the case of the bill of exchange under negotiation, including the documents attached thereto) issued, endorsed, accepted or guaranteed by the Undersigned, or other instruments of indebtedness be damaged, destroyed, or lost (including, but not limited to, damaged, destroyed or lost in

transit) or their arrival at the place of payment is delayed due to misplacement, the Undersigned agrees that the records of the Bank shall be, to the extent permitted by laws, the conclusive evidence of indebtedness without disputes. The Undersigned further agrees that, to the extent permitted by laws, the Undersigned shall, forthwith upon notice, issue, or cause such person(s) to issue, new negotiable instruments (in the case of the bill of exchange under negotiation, together with the documents attached thereto, if possible) and/or new instruments of indebtedness in accordance with the Bank's records. In case the Undersigned or the appointed party is unable to issue the above mentioned instruments and/or instruments of indebtedness, the Undersigned shall pay the Bank at the Bank's request the amount of the negotiable instruments or the instrument of indebtedness together with interest and all other expenses except in the case that the damage, destroy or loss of such instrument is attributable to the Bank.

37. Headings

Section headings herein are inserted solely for convenience and are not to be construed as limitations upon the text.

38. Continuity of this Agreement

This Agreement shall be continuing and shall not cease to be in force by reason that the Undersigned may not be indebted to the Bank at some time or times after execution of this Agreement.

39. Export/Import Financing Facilities

With respect to the negotiable instruments issued, accepted or endorsed by the Undersigned and purchased, negotiated, accepted, guaranteed, endorsed or advanced by the Bank for the Undersigned, as the case may be, and with respect to the sums advanced by the Bank under the shipping documents or other documents of the Undersigned or relevant transactions, the Undersigned further covenants as follow:

- (i) the Undersigned shall provide the Bank with funds to pay any and all the negotiable instruments accepted or endorsed by the Bank for the Undersigned at least prior to the maturity date of each such instrument;
- (ii) if the bill of exchange and/or other related documents under relevant letter of credit negotiated by the Bank is refused to be handled or processed by its discount bank or correspondent bank, or unpaid by the issuing bank due to discrepancies between the bill of exchange or the documents and the terms or conditions of the relevant letter of credit, or the divergence of quality or quantity of the goods become known to the interested parties upon delivery of the goods or on other occasions, or any other reason the Undersigned shall, forthwith upon receipt of notice from the Bank, reimburse the Bank with the face value of the bill of exchange together with the accrued interest and all other expenses; or, the Bank for the time being of any such bill of exchange shall have the priority to reimburse itself over the proceeds of any sale of the such goods forming the Securities. The Undersigned further authorize the Bank to tender a letter of guarantee to the issuing bank or the accepting bank under the letter of credit, in case the Bank or its correspondent bank deems it fit to do so, and the Undersigned solely shall be held liable for the guarantee thus offered;
- (iii) the Undersigned shall reimburse, on demand, the Bank against any loss and damage suffered by the Bank (including but not limited to attorney's fee), directly or indirectly, on account of any defects in the documents thereunder or hereunder or incurred from any dispute or litigation with the Undersigned or any third party resulted therefrom;
- (iv) the Undersigned shall pay the Bank, forthwith upon notice, the face value of the bill of exchange negotiated by the Bank, accrued interest and all other expenses, if the drawee of the bill of exchange, or the issuing bank, or the confirming bank of the relevant letter of credit shall become insolvent or be adjudicated bankrupt or whose assets shall be subject to attachment, provisional seizure, provisional measures or auction, or any of them applies for bankruptcy, composition or liquidation;
- (v) the Undersigned further authorizes and empowers the Bank or its agent:
 - (a) to accept conditional acceptance by the drawee, and to deliver the documents to the drawee or the acceptor upon payment of the negotiable instruments at maturity; such authorization shall be taken to extend to cases of acceptance for honour, subject nevertheless to the power mentioned in

subparagraph (d) of this clause in case the drawee shall suspend payment, become bankrupt, or go into liquidation before the payment of any such bill of exchange;

- (b) to deliver the goods or shipping documents in whole or in part to any party in accordance with the terms of payment or other terms deemed appropriate by the Bank, provided, however that in case of delivery of the goods in whole or in part, the buyer has paid a proportionate amount of the invoice of such goods, or of the bill of exchange drawn against the same;
 - (c) to insure any goods forming the Securities for any such bill of exchange against sea risk, including loss by capture, and also against loss by fire on shore, and to add the premiums and expense of such insurances to the amount chargeable to the Undersigned in respect of such bill of exchange, and to take recourse upon such goods in priority to any other claims thereon, or against the Undersigned, without prejudice to any claim against any endorser of the said bill of exchange for the purpose of reimbursing the Bank or other person(s) paying the same, the amount of such premiums and expenses and generally to take such measures and make such charges for commission and to be accountable in such manner. The Undersigned consents to the goods being warehoused at any public or private wharf or warehouse selected by the drawees or acceptors of the bill of exchange, unless the Bank asserts any objection to such wharf or warehouse;
 - (d) to sell the goods forming the Security in whole or in part in such manner as deemed appropriate by the Bank, in the event that the drawee refuses to accept the negotiable instruments upon presentation or the acceptor refuses to pay the negotiable instruments upon maturity or the acceptor or the drawee suspends payment, becomes bankrupt or takes liquidation procedures before the maturity; and after deducting commission and charges, to apply the net proceeds toward payment of the negotiable instruments and remittance fees and to apply the balance, if any, toward payment against the Liabilities; in case of loss at any time of goods insured the Undersigned authorize the Bank to collect the insurance payment, and to apply the insurance payment, after such deductions as aforesaid, in the manner described in the above;
 - (e) to deliver the shipping documents or other documents to the acceptor or the drawee when the negotiable instruments are accepted by the drawee upon presentation or paid by the acceptor upon maturity;
 - (f) in case of bills of exchange under a documents against acceptance (D/A) transaction, to deliver the shipping documents to the drawee against its acceptance of the bill of exchange; in such a case, the Undersigned undertakes to hold the Bank harmless from any consequences that may arise by so doing and to pay the Bank the amount of any balance of the bill of exchange with remittance fees and charges should the acceptors default in payment at maturity;
 - (g) to deliver the bill of exchange under negotiation or the shipping documents in any manners deemed appropriate by the Bank or its corresponding banks;
 - (h) in case the net proceeds of such goods shall be insufficient to pay the amount of any such bill of exchange (including the deficiency caused by the exchange rate) with remittance fees and charges, the Undersigned authorize the Bank to draw on the Undersigned for the deficiency, without prejudice nevertheless to any claim against any endorser of the said bill of exchange for recovery of the same. It being understood that the account currently rendered by the Bank shall be sufficient proof of sale and loss and the Undersigned shall pay the same immediately upon demand; and
 - (i) the Undersigned further authorizes the Bank, whether the aforesaid power of sale shall or shall not have arisen, at any time before the maturity of any such bill of exchange, to accept payment from the drawees or acceptors thereof, if requested to do so, and on payment to deliver the bill of lading and shipping documents to such drawees or acceptors; and, in that event, the Bank is to allow a discount thereon, at the customary rate of rebate in the place where such bills of exchange are payable.
- (vi) the delivery of Securities to the Bank shall not prejudice the Bank's right on any of such bill of exchange in case of dishonour, nor shall any recourse taken thereon affect the title of the Bank to such Securities to the extent of the Undersigned's liability to the Bank as above, and that, this Agreement and its authorities hereby given shall continue to be valid, and that the Bank shall not be responsible for the default of any

broker or auctioneer employed by the Bank for any purpose if the Bank has dealt with the Security with the degree of care of a diligent manager;

- (vii) should the right of claim on the negotiable instruments, certificate of indebtedness issued, endorsed, accepted or guaranteed by the Undersigned be not validly instituted on account of any formal defect, or should it become extinct owing to the default of preservation or presentation or due to statute of limitation, the Undersigned agrees to immediately reimburse the Bank for the amount equivalent to the face value of such negotiable instruments or certificate of indebtedness, interest incurred thereon before/after maturity and other incidental charges incurred in this connection;
- (viii) the Undersigned hereby agrees, upon the request of the Bank, to renew, divide, combine any negotiable instruments issued and signed by the Undersigned and which have been deposited with the Bank as the Security;
- (ix) the Undersigned shall be responsible for the signature, seal or writing used on the negotiable instruments, certificate of indebtedness or any other documents accepted by the Bank even though the signature, seal or writing is a forged or stolen one, should the Bank have concluded the same to be identical with those submitted to the Bank by the Undersigned beforehand or those used on previous negotiable instrument, certificate of indebtedness or any other documents with reasonable care. Any damage caused therefrom shall be paid by the Undersigned upon notice by the Bank;
- (x) unless stipulated otherwise, the holder of the negotiable instrument issued, signed, endorsed, accepted or guaranteed by the Undersigned shall be released from having drawn up a protest of non-acceptance or non-payment to exercise his right of recourse. The Undersigned have no objection to the Bank of drawing up a protest, if the Bank or its correspondent bank deems it necessary, even in the case the Undersigned released the holder from having a protest drawn up. Any protest of non-acceptance or non-payment shall be honored by the Undersigned as legally valid at the location of drawing and no proof therefor shall be required.
- (xi) unless in the case of gross negligence or willful misconduct of the Bank, the employees of the Bank, or the appointed person of the Bank, the Undersigned agrees that the Bank shall not be responsible for any loss incurred from the disposal or non-disposal of the goods by the Bank or its employee or any person designated by the Bank, or for any loss incurred from the depreciation in value of the goods or Security.

To the extent permitted by laws, the Bank shall have the right, at any time and from time to time, without notice, to (1) transfer the goods to the Bank or its designated person, (2) dispose of the Security to discharge any amounts due to the Bank, or (3) take control of any proceeds derived from sale of any Security. The Bank shall not be obligated to take any steps necessary to preserve any rights in any Security or any goods against any parties.

- (xii) in the event that the Bank shall counter-sign from time to time at the request of the Undersigned letters of guarantee or letters of indemnify covering the release of goods before presentation of the relevant bills of lading or other documents of title, the Undersigned hereby agrees to indemnify and hold the Bank harmless from and against any and all consequences which may arise or result therefrom, and to reimburse the Bank upon demand for any and all payments, losses, costs and damages which the Bank may suffer, sustain or be required to make by reason or on account thereof, including, without limitation attorney's fees incurred by the Bank in defending in any suit relating to such letters of guarantee or letters of indemnity. The Undersigned undertakes that it will endeavor to obtain the bills of lading and/or documents of title relating to the goods and upon receipt thereof, the Undersigned shall immediately procure the release of the Bank from the obligations under the relevant letters of guarantee or letters of indemnity and return the relevant documents for cancellation by the Bank.

40. Discount

With respect to the discount facility (the "Discount Facility") made available by the Bank against negotiable instruments acceptable to the Bank, the Undersigned further covenant as follow:

- (i) the respective term of each of the negotiable instruments presented for discount hereunder shall not exceed 180 days from the date of discount.

- (ii) the Bank may determine the respective date and manner of repayment of the Discount Facility, and may, from time to time and at any time, terminate or reduce the Discount Facility or collect, in whole or in part, the outstanding amount of the Discount Facility.

If the aggregate of the outstanding principal amount of the Discount Facility and the interest accrued thereon exceeds the maximum amount as specified by the Bank, the Undersigned shall forthwith pay the excessive portion to the Bank.

- (iii) the interest rate for the Discount Facility shall be calculated at such rate as the Bank may in each instance specify; the interest shall be paid in advance at the time of discount.
- (iv) the use of proceeds under the Discount Facility shall be limited to legitimate business activities only. The Undersigned shall accept supervision as may be exercised by the Bank with respect to such use.
- (v) the Undersigned hereby represents and warrants that the negotiable instruments presented for discount hereunder have been duly issued and endorsed, have been accepted and that such instruments have not been subject to forgery or alteration.
- (vi) upon the occurrence of the Undersigned's failure to perform or observe any provision of this Agreement, the Bank may request the Undersigned to repay the outstanding amount of the Discount Facility and the Other Debts immediately without restriction on the repayment schedule determined by the Bank and the maturity specified on such negotiable instruments. In addition, the Bank may exercise the right of the negotiable instruments as the holder thereof.
- (vii) if any of the negotiable instruments presented for discount hereunder has been damaged, destroyed or lost during the course of transmission, or has been forged, altered, deemed void or unenforceable for whatever reasons, the Undersigned shall provide new instruments for such discount transaction to the Bank. If the Undersigned is able to provide but not providing such instrument, the Undersigned shall immediately pay all such amounts as set down in the records of the Bank and all the related fee accrued.
- (viii) in case the maturity of the negotiable instruments presented for discount hereunder falls beyond the term of this Agreement, the Undersigned shall remain liable for repayment thereof on or before the expiry of the term of this Agreement.
- (ix) in the event that the indebtedness owed by the Undersigned to the Bank (including, without limitation, the Discount Facility and other debts hereunder) have been paid in full and that the negotiable instruments presented for discount have become matured, the Undersigned may request the Bank to return the negotiable instruments presented for discount and collect the same at the office of the Bank immediately.

41. Anti-Money Laundering and Combating Terrorism Financing, and Eliminating Anti-Social Forces of Japan

For the purpose of anti-money laundering, combatting terrorism financing, and eliminating anti-social forces of Japan, the Undersigned hereby commits to the following actions and agrees that in the event that the Undersigned breaches any of these commitments, the Bank may temporarily suspend any transaction, or temporarily suspend or terminate the business relationship with the Undersigned:

- (i) **The Undersigned, the guarantor, their affiliates, any enterprise of whose 50% or more of the contribution or shares is directly or indirectly held by any of the foregoing, their beneficial owners, senior management, representatives, employees, and or agents are not an individual, a legal person or an organization sanctioned under the Terrorism Financing Prevention Act, or a terrorist or a terrorist group identified or investigated by a foreign government or an international organization (including but not limited to the anti-social forces of Japan), and are not subject to any legal proceeding or investigation due to such sanction.**

- (ii) No transactions carried out by the Undersigned shall involve illegal, improper, or abnormal dealings, or other similar dealings or actions (including but not limited to money laundering or fraud).
- (iii) In the event that the Undersigned's transaction involves a vessel (including but not limited to a transaction that uses a vessel as collateral), none of the following situations shall exist with respect to the vessel:
 - (a) Sail into a zone prohibited or restricted by any sanctioning authority;
 - (b) Sail into any country of which the vessel is prohibited from entering into or leaving;
 - (c) Engage in any transaction that will result in the designated sanctioned individuals or entities directly or indirectly receiving some benefit; or
 - (d) Engage in any transaction or carriage of any goods that may be judged by any sanctioning authority to be a violation of any sanction-related laws or regulations.
- (iv) The Undersigned shall cooperate with the Bank's relevant actions taken in accordance with relevant laws and regulations or for the Bank's business operations, including but not limited to cooperating with the Bank's periodic review, or agreeing to explain the nature and purpose of a transaction and financing source and providing relevant documentation as requested by the Bank.

42. Dispute Resolution and Complaint Filing

The Undersigned may file a complaint to the Bank in the event of a dispute, and the Bank will respond to such complaint as soon as possible. The Bank's complaint hotline is: (02) 8726-3318.

THE UNDERSIGNED HEREBY CONFIRMS THAT THE BANK HAS PROVIDED THE UNDERSIGNED WITH A REASONABLE TIME FOR REVIEW OF THIS AGREEMENT IN ACCORDANCE WITH THE CONSUMERS PROTECTION LAW AND REGOTIATE THIS AGREEMENT WITH THE UNDERSIGNED AND THAT THE UNDERSIGNED FULLY UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO COMPLY WITH THEM ESPECIALLY THE ACCELERATION CLAUSES SET OUT IN CLAUSE 13 (II), (V), (VII), (XI), (XII), (XIII), (XIV), (XV) AND (XVI).

In WITNESS WHEREOF, the Undersigned has hereunto signed, sealed and delivered this Agreement on this day of _____, 20_____.

The Undersigned:
(_____)

By _____ (Signature/Seal)

Responsible Person:

Address:

主管	經辦	核章

影本交付記錄 (擇一)
<input type="checkbox"/> 限時掛號郵寄交付 (掛號: No. _____)
<input type="checkbox"/> 親收簽收處 _____

僅供參考