

保證約定書 GUARANTY

致： 日商瑞穗銀行股份有限公司 □臺北分行 □臺中分行 □高雄分行 □國際金融業務分行
To: Mizuho Bank, Ltd. □Taipei Branch □Taichung Branch □Kaohsiung Branch □Offshore Banking Unit Taiwan

敬啟者：

鑒於日商瑞穗銀行股份有限公司_____分行（以下簡稱「貴行」）向_____（以下稱「主債務人」）提供財務上之融通（包括但不限於信用及貸款之授與、商業票據之貼現或保證、或其他授信），立保證書人茲連帶保證屆期（不論係到期，提前到期或其他情事），償付並履行主債務人過去、現在及將來所欠 貴行之一切債務，其包括，但不限於：(1) 貴行現已或將來提供主債務人之款項或基於主債務人票據而現已或將來提供他人之款項；(2) 因 貴行提供主債務人款項或與主債務人往來所生之一切直接或間接之債務；(3) 主債務人於 貴行帳戶下現已或將來積欠 貴行之款項或主債務人現已或將來直接或間接結欠 貴行之債務，不論該債務到期已否，不論其係單獨或與其他人共同負責清償責任，不論其係以主債務人或保證人身份所負擔，亦不論其為確定或可能之債務；(4) 所有與上開款項、債務或其擔保品有關之利息、遲延利息、違約金、損害賠償及費用，包括律師費用及催收費用。除法律之強行規定外，前述保證責任之有效存續不因任何證明或有關該債務之任何文件或安排方式之更改、修正、追加或捨棄而有所影響，亦不因 貴行未為請求、實行或執行該債務，或主債務人或任何他人現在或將來所可能享有抗辯、抵銷或扣抵之權利或其他免責事由或保證人得主張抗辯事由之存在而受影響。

Gentlemen:

In consideration of the extending of financial accommodation (including, without limitation, extension of credits/loans, discount of or guaranteeing commercial papers, or other credit facilities) by Mizuho Bank, Ltd. (hereinafter referred to as the "Bank") to or for account of _____ (hereinafter collectively referred to as the "Principal Debtor"), the Undersigned and each of the Undersigned hereby absolutely, irrevocably and unconditionally guarantee(s) to the Bank, jointly and severally with the Principal Debtor, the payment when due, upon maturity, acceleration or otherwise, of any and all indebtedness heretofore, now or hereafter owed by the Principal Debtor to the Bank, including without limitation thereto (1) all moneys advanced or which may be advanced by the Bank to the Principal Debtor or to others on the faith of the paper of the Principal Debtor; (2) all liabilities direct or indirect to which the Principal Debtor may become subject as a result of the Bank making advances to or dealing with the Principal Debtor; (3) all moneys which are now or shall at any time or from time to time hereafter become due or owing from the Principal Debtor to the Bank on the general balance of account or for which the Principal Debtor now is or shall at any time hereafter become liable to the Bank either directly or indirectly, whether matured or not, whether alone or jointly with others, and whether as principal or surety and whether absolute or contingent; and (4) all interest, default interest, penalties, indemnities, fees and expenses including all attorneys' fees, costs and expenses of collection which may be incurred in respect of such advances or liabilities or any securities therefore. The foregoing obligation shall, subject to any mandatory provision of law, remain operative and in full force and effect, irrespective of any change in or amendment, supplement or waiver with respect to or modification of, any instrument or arrangement evidencing or otherwise relating to any of the foregoing liabilities; the absence of any action or attempt to make a claim under or realize upon or enforce the same; the existence of any defense, set-off or counterclaim which the Principal Debtor or any other person may now or hereafter have or any circumstances which might otherwise constitute a discharge or defense of a guarantor.

1. 立保證書人之保證金額以主債務人之債務本金_____為上限（以債務發生時為計算基準）及其利息、遲延利息、違約金、其他有關費用等。主債務人所負債務如包含不同種類之貨幣，而債務本金發生時其金額於保證金額範圍內，惟嗣後因匯率變動以致主債務人對 貴行所負債務金額於到期時超出保證金額時，立保證書人對該超出部分亦與主債務人負連帶清償責任。本保證書之保證期間自_____起至_____止。於保證期間屆至前三個月，如任一方並無以書面通知他方終止本保證書時，立保證書人茲同意保證期間自動延展一年；惟如有民法第七百五十三條之一所定情事者，不在此限。本保證書屬連續保證，其效力及拘束力不受下列情事之影響：(1) 主債務人結束在 貴行之帳戶；(2) 主債務人於任何時候償付任何款項予 貴行；(3) 主債務人與 貴行結帳；(4) 其他之情事。本保證書之效力及 貴行於本保證書下之權利不受主債務人死亡、解散、合併、破產、重整、清算或繫屬其他程序之情事所影響。

The amount guaranteed by the Undersigned under this Guaranty shall include the total aggregate principal amount of the Principal Debtor's liabilities hereunder up to_____ (said principal amount

shall be calculated when any and all indebtedness occurs) together with interest, default interest, penalties, and other costs incurred thereon. Furthermore, if any indebtedness of the Principal Debtor is made in different currencies and the total aggregate principal amount is within the guaranty amount when occurring but exceeds the guaranty amount at maturity due to currency fluctuation, the Undersigned and the Principal Debtor shall also be jointly and severally liable for the excessive amount. The term of this Guaranty shall be valid from the date _____ till the date _____. Except under the circumstance set forth in Article 753-1 of Taiwan Civil Code, the term of this Guaranty shall be automatically extended for one year upon its expiration unless otherwise notified by either party to the other party in writing three (3) months prior to the expiration. This Guaranty shall be a continuing guaranty and shall be operative and binding, notwithstanding that (1) at any time or times the Principal Debtor's account with the Bank may be closed or (2) any payments from time to time may be made to the Bank or (3) any settlements of account may be effected or (4) any other thing whatsoever may be done, suffered or permitted. The validity and enforceability of this Guaranty shall not be affected and the Bank's rights hereunder shall not be prejudiced by death, dissolution, merger, bankruptcy, reorganization, liquidation or other proceeding of the Principal Debtor.

2. 貴行得就本保證書所保證之債務或其部份，隨時依 貴行認為適當之方式向立保證書人另行收取擔保品，或以其他方式處分該擔保品及 貴行現在或將來所持有之擔保品（或其部分），但 貴行於本保證書下所享有之權利不受影響。在不影響上述之規定及後述第四條之規定下，立保證書人瞭解 貴行得在不免除立保證書人之責任下，不實行任何擔保品，或與立保證書人達成債務和解。 貴行認為有必要，要求對主債務人所負一切債務之擔保品或其他保證予以更換、變更時，應取得立保證書人之同意，否則立保證書人於變更或更換之範圍內不負責任。

The Bank shall be at liberty (without in any way prejudicing or affecting the Bank's rights hereunder) from time to time to take such further or other security or securities for the liabilities hereby guaranteed or any part thereof as the Bank may deem proper, or otherwise deal with any such security or securities or any part thereof or with any security (or any part thereof) now or hereafter held by the Bank, all as the Bank may consider expedient or appropriate. Without limiting the generality of the foregoing or of clause 4 hereof, it is understood that the Bank may, **without exonerating the Undersigned, abstain from perfecting or taking advantage of any securities and accept or make any compositions or arrangements.** Should the Bank deem necessary and request in writing for change or modification of any security or guaranties, the Bank shall obtain the Undersigned's consent, otherwise the Undersigned shall not be liable for the debts guaranteed by the changed security or guaranties.

3. 貴行得不經通知立保證書人或取得立保證書人之同意（除非該通知或同意依法應有之而不得放棄者），隨時為下列行為而不影響立保證書人依本保證書之責任：(a)對主債務人之債務、或本保證書所保證之債務，或表彰該債務之任何匯票、本票、保證書、切結書或其他憑證之更新、和解、增加、提前到期或變更約定條款；(b)取得或持有供擔保本保證或其債務之擔保品或執行任何擔保物。 貴行得允許主債務人延期或分期清償，但 貴行允許主債務人延期或分期清償時，應取得立保證書人之同意，否則立保證書人對延期或分期之債務不負保證責任。

The Bank may from time to time, without notice to or further consent of the Undersigned (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing their liability hereunder, (a) renew, compromise, increase, accelerate the time for payment or the terms of the indebtedness of the Principal Debtor or any liabilities hereby guaranteed, or any part thereof, of in respect of any bill of exchange, promissory note, guarantee, undertaking or any instrument, paper or document now or hereafter representing said liabilities or any part thereof; (b) take and hold security for the payment of this Guaranty or the indebtedness and enforce any such security. The Bank may grant extension of the period for making payment or installments by the Principal Debtor, provided that the Bank shall obtain the Undersigned's consent. Otherwise the Undersigned shall not be liable for the debts incurred from the extension of the period for making payment or the installments.

4. 貴行得於法律許可範圍內，隨時依其認為適當之方式，就任何收到之款項用以抵償本保證書所保證之債務，不論其到期已否，於抵償時，未到期之保證債務，視為已到期， 貴行並得隨時撤銷或變更任何抵償措施，但均不影響貴行於本保證書下所享有之權利。

To the extent permitted by the laws, the Bank shall be at liberty (without in any way prejudicing or affecting the Bank's rights hereunder) to appropriate any payment made or moneys received to any portion of the liabilities hereby guaranteed whether then due or to become due (which shall be deemed to be due at the time of appropriation), and from time to time to revoke or alter any such appropriation, all as the Bank shall from time to time in the Bank's discretion see fit.

5. (1)於主債務人或立保證書人有發生解散、清算、合併、或開始破產、公司重整、和解或其他類似程序之情事，或(2)於主債務人違約未清償任一到期之債務，不論其係清償期屆至或提前到期或其他原因，立保證書人同意立即依該債務所規定之清償方式、地點及貨幣清償之。

The Undersigned shall forthwith make payment of any and all indebtedness of the Principal Debtor to the Bank, at the place, in the funds or currency and in the manner required of the Principal Debtor under such liability upon (1) the dissolution, liquidation, consolidation or merger of, or commencement of any bankruptcy, reorganization, composition or other similar proceedings by or against the Principal Debtor, or the Undersigned, or (2) upon default by the Principal Debtor in the payment when due, upon maturity, acceleration or otherwise, of any indebtedness or liability guaranteed hereunder.

6. 貴行任何授權職員所簽發有關主債務人結欠 貴行債務之書面憑證，對立保證書人具有確定之拘束力。立保證書人茲放棄一切就 貴行與主債務人或其他本保證書所保證債務之債務人現在或將來往來之方式及就 貴行目前或以後持有之任何擔保品及該擔保品項下之任何貨品或財物之處分方式提起異議之權利。 貴行無須經先向主債務人或他人或就 貴行所持有之擔保品追索求償，即可向立保證書人逕行求償。

The statement in writing of the Bank's authorized officers of the indebtedness or liability of the Principal Debtor to the Bank shall be binding upon and conclusive against the Undersigned and all rights to question in any way the Bank's present or future method of dealing with the Principal Debtor or any dealing with any person or persons now or hereafter liable to the Bank for the indebtedness and liability hereby guaranteed or any part thereof or with any securities now or hereafter held by the Bank or with any goods or property covered by such securities or any of them are hereby waived. The Bank shall not be bound to exhaust the Bank's recourse against the Principal Debtor or other person or persons or the securities the Bank may hold before requiring or being entitled to payment from the Undersigned.

7. 於主債務人發生破產、公司重整、清算、和解、解散或分配財產之情事時， 貴行於本保證書下所享有之權利不因貴行未申報債權或未申報全部債權而受影響。 貴行得自行決定申報債權與否，但皆不免除、減少或影響立保證書人對 貴行所負之責任。於發生本保證書所保證之債務經主債務人清償，嗣後又於主債務人之破產、公司重整、清算、和解或其他類似之程序（不論其係由主債務人自行提起或由他人提起）中向 貴行取回或由 貴行返還之情事時，本保證書所規定之保證應繼續適用於該項債務，該項債務自始視為未受清償。

Upon the bankruptcy, reorganization, liquidation, composition, winding up or other distribution of assets of the Principal Debtor, the Bank's rights hereunder shall not be affected or impaired by the Bank's omission to prove the Bank's claim or to prove the Bank's full claim. The Bank may prove such claim or may refrain from proving any claim as the Bank see fit without in any way releasing, reducing or otherwise affecting the liability to the Bank. Furthermore, if any indebtedness or liability guaranteed hereunder is satisfied by the Principal Debtor but is subsequently recovered, from or repaid by the Bank, in whole or in part, in any bankruptcy, reorganization, composition or other similar proceedings instituted by or against the Principal Debtor or otherwise, the guaranty set forth herein shall continue to be fully applicable to such indebtedness or liability to the same extent as though the payment so recovered or repaid has never been made.

8. 立保證書人放棄民法第七百四十五條之先訴抗辯權，並放棄一切提示、請求、作成拒絕證書及通知，包括但不限於債務不履行之通知、拒絕證書之通知、拒絕付款之通知，同意本保證書之通知，及任何債務發生或存在之通知。立保證書人同意不以自己於 貴行之存款或其他債權主張抵銷。如本保證書由二人以上簽署時，立保證書人間應負連帶責任，其效力並及於立保證書人之繼承人、繼承人及受讓人。

The Undersigned waives the right of *ordinis beneficium* as provided in Article 745 of the Civil Code of the Republic of China and waives all presentments, demands for performance, protests and notices, including without limitation notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and notices of the existence, creation or incurring of any and all indebtedness. The Undersigned agrees not to set off the indebtedness of the Principal Debtor with deposits of the Undersigned in the Bank or credits owed by the Bank to the Undersigned. If this Guaranty is executed by more than one person, then liability hereunder shall be jointly and severally binding on them and each of them, their and each of their heirs, successors and assigns.

9. 依本保證書規定所應付之款項，不得抵銷、扣抵或扣繳任何稅捐或規費（"稅捐"）。如立保證書人依法應扣繳稅捐，立保證書人同意繳納任何稅捐或交付額外款項予 貴行，以使 貴行全額收取依本保證書下所規定之應付款項，立保證書人並同意經 貴行請求，立即償付 貴行一切已繳納或應繳之稅捐，決不使 貴行蒙受任何損失。又如立保證書人屆期未清償任何依本保證書應付之款項，立保證書人同意就該屆期應付而未付之款額，自應付日起迄付清日止按現行中華民國法律所允許之最高約定利率計付遲延利息。此外，立保證書人並同意支付因立保證書人給付遲延或債務不履行所發生之一切催收費用（其包括，但不限於律師費）。

All payments under this Guaranty shall be made without set-off or counterclaim and free and clear of and without deduction and withholding for or on account of all present, and future taxes, levies, duties, fees, or withholdings of whatsoever nature, if any, now or hereafter imposed ("Taxes"). In the event that the Undersigned is compelled by law to make any such deduction or withholding, the Undersigned will pay the full amount of all Taxes as may be imposed or levied and such additional amounts as may be necessary so that the net payment received by the Bank after payment of all such Taxes shall be not less than the amounts provided for hereunder. The Undersigned will indemnify the Bank, hold the Bank harmless against and reimburse the Bank, upon demand, for any Taxes paid or payable by the Bank. Further, in the event the Undersigned shall default in the payment in full when due of any sum payable hereunder, the Undersigned agree(s) to pay penalty on the sum not so paid in full when due from the due date thereof until the date the same is paid in full at the highest contractual rate to the extent permitted by laws. In addition, the Undersigned agree(s) to pay all costs and expenses of collection (including, without limitation, legal fees and disbursements of counsel) in case default occurs in the payment or performance of any obligation of the Undersigned hereunder.

10. 立保證書人如係基於擔任主債務人之董事、監察人或其他有代表權之人（下稱「負責人」）而擔任主債務人之保證人者，立保證書人應於其職務變更日，立即以書面通知 貴行該等情事，並應於 貴行指定之期限內，協助繼任之「負責人」或其他經 貴行同意之人擔任主債務人之保證人。如有違反致 貴行受有損害時，立保證書人願負一切損害賠償責任。

Where the Undersigned acts as the guarantor of the Principal Debtor due to being the Principal Debtor's director, supervisor or other authorized person ("Responsible Person"), the Undersigned shall notify the Bank of the change of the Undersigned's office in writing at the date of such change, and the Undersigned shall, within the period designated by the Bank, assist the successor of the Undersigned's office or other person(s) agreed by the Bank to act as the guarantor(s) of the Principal Debtor. The Undersigned shall compensate the Bank for any and all losses or damages arising from the Undersigned's breach of this provision.

11. 立保證書人同意在經其保證之主債務未全部清償前，其因一部代償而對主債務人所取得之求償權（以承繼原屬 貴行之債權為限）及代位權，應次於 貴行對主債務人所執有之剩餘債權（該債權以經保證人保證全部或一部者為限）而受償。

The Undersigned agrees that, before the full repayment of the Principal Debtor's indebtedness, any claim subrogated by the Undersigned from the Bank against the Principal Debtor shall be subordinated to the remaining unpaid indebtedness guaranteed by the Undersigned.

12. 所有依本保證書規定所應付之款項，應依該債務所規定之清償地、清償方式及指定種類之貨幣（"指定貨幣"）給付之，立保證書人依指定種類貨幣給付之義務，不因他種貨幣之給付或依任一以其他種類貨幣判決受領給付而免除或消滅，但 貴行因該給付或該判決已依該債務所規定之清償地及指定貨幣全額受領該債務及本保證書下之一切金額之清償者，不在此限。立保證書人並同意 貴行實際受領指定貨幣之金額少於依本保證書規定應付指定貨幣之金額時，上述以指定貨幣給付款項之義務得另以訴請求之，不受就本保證書其他款項取得勝訴判決而影響，立保證書人同意取得一切必要之政府核准（包括中央銀行之核准），俾為前述之給付。

All payments provided for herein shall be made to the Bank in the currency required to satisfy the applicable liability (the "Agreed Currency"), at the place and in the manner specified in such liability. The obligation of the Undersigned to make payment in the Agreed Currency of any amounts due hereunder 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 such tender or recovery shall result in the actual receipt by the Bank at the place specified in such liability of the full amount of the Agreed Currency expressed to be payable in respect of such liability and all other amounts due hereunder. The Undersigned agrees that the obligation to make payments in the Agreed Currency as aforesaid shall be enforceable as an alternative or additional cause of action for the purpose of recovery in the Agreed Currency of the amount (if any) by which such actual receipt shall fall short of the full amount of the Agreed Currency expressed to be payable in respect of any amount due hereunder, and shall not be affected by judgment being obtained for other sums due under this Guaranty. The Undersigned agrees to obtain all necessary government approvals, including the approval of the Central Bank of China, to effectuate the foregoing.

13. 於本保證書所保證之債務完全清償以前，非經 貴行事先書面同意，立保證書人不得(1)出售、轉讓其現有或將來取得之不動產；(2)經由保證、承擔債務、背書或其他方法直接或間接對他人負擔各種債務，但因業務上正常情形所為之存款、取款或類似目的所為之票據背書或因業務所需所為負擔債務之行為不在此限；或(3)與他人合併或發行於簽訂本保證書之日原未發行之資本股。

Until the entire indebtedness and liability hereby guaranteed has been paid in full or discharged in full, the Undersigned shall not, without the Bank's prior written consent (1) sell, transfer any of the Undersigned's real property; (2) guarantee, assume, endorse or otherwise become directly or indirectly liable in connection with any obligation of any other person, firm or corporation except for obligations by endorsement of negotiable instruments, for deposit or collection or similar transactions in the ordinary course of business or for obligations incurred for the necessity of business; or (3) enter into any merger or consolidation or issue any of its capital stock not issued and outstanding on the date of execution of this Guaranty.

14. 立保證書人就主債務人與 貴行往來，另為其他項目之保證時，該項保證不因本保證書而有所變更，其保證金額限度，應與本保證書金額限度個別加算。立保證書人於將來向 貴行另為其他保證時，準用前項之規定。
If the Undersigned provides the Bank with a guarantee other than this Guaranty covering the indebtedness of the Principal Debtor, that guarantee shall not be affected by this Guaranty and the amount of that guarantee shall be deemed separate from this Guaranty. The preceding provision shall apply to all other guarantees provided by the Undersigned in the future.
15. 本保證書任何條款或規定之修改或免除，應以書面為之並經當事人簽名，否則對 貴行不具拘束力。
No alteration or waiver of this Guaranty or of any of its terms, provisions or conditions shall be binding on the Bank unless made in writing and signed by the parties concerned.
16. (公司保證適用) 於本保證書所保證之債務完全清償以前，立保證書人應於會計年度每六個月結束後九十天內提交 貴行半年度財務報表，並應於每會計年度結束後一百八十天內提交 貴行經查核之年度財務報表。
(For Corporate guarantee only) Until the entire indebtedness and liability hereby guaranteed has been paid or discharged in full, the Undersigned shall furnish the Bank with copies of its financial statements on a semi-annual basis and audited financial statements on an annual basis as soon as they are available, but in any event not later than 90 days after the close of each fiscal period covered by a financial statement and not more than 180 days after the close of each fiscal period covered by an audited financial statement.
17. (公司保證適用) 立保證書人聲明並保證(1)依其公司章程規定有權簽署本保證書(2)立保證書人已完成一切簽署及交付本保證書所必要之行為(3)立保證書人簽署、履行或遵守本保證書下之條款並不違反中華民國政府之法令規章、立保證書之公司章程或其他規章規則或對立保證書人或其財產或收入具有拘束力之任何契約或文件之規定(4)立保證書人提供之財務資料均係完全真實並正確反應立保證書人之財務狀況及營運情形。自上開財務資料所載日期起，立保證書人之財務狀況及營運情形並無重大不利變動。
(For Corporate guarantee only) The Undersigned represents and warrants that (1) it is authorized by its Articles of Incorporation to enter into this Guaranty, (2) the Undersigned has taken all necessary corporate or other action to authorize the execution and delivery of this Guaranty, and (3) no law, decree, ordinance or regulation of the government of the Republic of China, no provision of the Articles of Incorporation, by-law or similar instrument of the Undersigned and no provision of any agreement or instrument binding on the Undersigned or to which it or its properties or revenues may be subject is contravened by the execution, performance and observance of the terms and conditions of this Guaranty and (4) the financial information delivered to the Bank is complete and true in all respects and accurately presents the financial condition and operational results of the Undersigned. Since the said date of the said financial information, there has been no material adverse change in the financial or operational condition of the Undersigned.
18. (公司保證適用) 立保證書人茲聲明瞭解並同意 貴行得因履行本保證書之需、 貴行營業登記項目或章程所定業務之需要、 貴行轉讓資產或進行併購、 貴行風險控管所需、 貴行為遵循銀行防制洗錢及打擊資助恐怖主義、日本排除反社會勢力、美國經濟制裁及「外國帳戶稅收遵從法Foreign Account Tax Compliance Act (包括其修訂或替代之法律)」等相關規定之目的，或依其他適用之國內外法令規定，蒐集、處理、利用 (包括委託第三人處理、利用) 或傳輸/國際傳輸立保證書人之信用資料、交易資料及其他相關資料予 貴行之總行、其他分行、總行所屬瑞穗金融控股公司 (Mizuho Financial Group, Inc.)、與 貴行有業務往來之機構、金融同業、受託處理 貴行業務之機構、票據交換所、財金資訊股份有限公司、中央存款保險股份有限公司、財團法人金融聯合徵信中心及其會員及國內外政府機關等，供其蒐集、處理、利用及傳輸/國際傳輸， 貴行並得自該等機構或機關收受其所蒐集之立保證書人資料。
(For Corporate guarantee only) The Undersigned hereby acknowledges and consents that the Bank may, for the needs of performing this Guaranty, 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.

(自然人保證適用) 立保證書人茲聲明瞭解並同意 貴行依個人資料保護法規定對立保證書人進行告知後， 貴行得在告知內容之範圍內，自行或委託第三人蒐集、處理、利用或傳輸/國際傳輸立保證書人資料，立保證書人並同意 貴行得自前段所述機構或機關收受其所蒐集之立保證書人資料。

(For natural person guarantee only) The Undersigned hereby acknowledges and consents that the Bank may, after the Bank notifies the Undersigned pursuant to the provisions of the Personal Information Protection Act, within the notification scope, by itself or by outsourcing to a third party, collect, process, use or transmit/internationally transmit the Undersigned’s Information.

關於立保證書人提供予 貴行之任何第三人個人資料（例如立保證書人之負責人、被授權人、法定代理人、股東等），立保證書人已確實依個人資料保護法相關規定對該第三人進行告知，且該第三人已同意立保證書人將其個人資料提供予 貴行，由 貴行依前揭目的或法令進行處理、利用（包括委託第三人處理及利用）及傳輸/國際傳輸。

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.

立保證書人茲聲明已詳閱本條及「日商瑞穗銀行依『個人資料保護法』法定告知書」，並確認依本保證書提供予貴行資料之正確性與真實性，如提供予 貴行之資料有所變更或登載錯誤時，立保證書人應立即主動通知 貴行變更或更正之內容，並提供相關佐證資料。

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 Guaranty. 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.

19. 本保證書中任何一部分或條款之無效或無執行力，並不影響本保證書其他部份或條款之效力或執行力。

The invalidity or unenforceability of any part or provision of this Guaranty shall not affect the validity or enforceability of any other part or provision of this Guaranty.

20. 立保證書人已知悉主債務人與貴行間所簽訂之銀行往來綜合約定書之內容，並願依銀行往來綜合約定書之規定辦理。

The Undersigned has been fully acknowledged the content of the General Credit Facility Agreement for Banking Transaction which is signed by the Principal Debtor with the Bank. The Undersigned is willing to be bound by the General Credit Facility Agreement for Banking Transaction.

21. 若有爭議發生時，立保證書人得向貴行提出申訴，貴行將儘速處理回覆。貴行申訴專線：(02) 8726-3318。

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.

22. 本保證書之中文本與英文本如有文義兩歧時，應以中文本為準。

In the event of any discrepancy in the meaning between the English and Chinese texts, the Chinese version shall govern.

23.本保證書應依中華民國法律解釋。

This Guaranty shall be construed in accordance with the laws of the Republic of China.

24.遇有訴訟情事時，應以 貴行_____分行所在之地方法院為第一審管轄法院，但法院有專屬管轄之特別規定者，從其規定。

In the event of litigation, the district court where the Bank's_____ is under its jurisdiction shall be the court with competent jurisdiction at the first instance except for the exclusive jurisdiction otherwise provided by the laws.

立保證書人茲確認， 貴行確依消費者保護法之規定給予立保證書人充分合理期間審閱本保證書，且充分瞭解本保證書之內容並願確實遵守。

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 that the Undersigned fully understands all of the terms and conditions of this Agreement and agrees to comply with them.

立保證書人：
Guarantor

立保證書人：
Guarantor

By _____ (Seal/Signature)

住址：

Address _____

見證人簽署：

Witness (Seal/ Signature) _____

日期及時間：

Date and time _____

見證地點：

Place of Witness _____

立保證書人：
Guarantor

By _____ (Seal/Signature)

住址：

Address _____

見證人簽署：

Witness (Seal/ Signature) _____

日期及時間：

Date and time _____

見證地點：

Place of Witness _____

立保證書人：
Guarantor

By _____ (Seal/Signature)

住址：

Address _____

見證人簽署：

Witness (Seal/ Signature) _____

日期及時間：

Date and time _____

By _____ (Seal/Signature)

住址：

Address _____

見證人簽署：

Witness (Seal/ Signature) _____

日期及時間：

Date and time _____

見證地點：
Place of Witness _____

見證地點：
Place of Witness _____

保證約定書及銀行往來綜合約定書影本簽收
Copy of Guaranty and General Credit Facility
Agreement for Banking Transaction Received

主管	經辦
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證考用