

付款保證約定書

PAYMENT GUARANTEE AGREEMENT

致： 日商瑞穗銀行股份有限公司

TO: Mizuho Bank, Ltd.

臺北分行

臺中分行

高雄分行

國際金融業務分行

Taipei Branch

Taichung Branch

Kaohsiung Branch

Offshore Banking Unit Taiwan

立約定書人_____（以下稱「立約人」）茲請求日商瑞穗銀行股份有限公司_____分行（以下稱「貴行」）依本約定書所載之條款開立不可撤銷之擔保信用狀或銀行保證書（以下稱「保證書」），以擔保立約人於保證書內所載對債權人或保證受益人原債務之履行，立約人除遵守銀行往來綜合約定書之約定外，並願遵守下列各條款：

I/We, _____ (the "Undersigned") hereby apply to Mizuho Bank Limited, _____ (the "Bank") for issuance of an irrevocable Standby Letter of Credit or Letter Guarantee (the "Guarantee") in terms and conditions as specified in the text of this Guarantee in order to guarantee the performance of the Undersigned's original debts owed to the creditor or the beneficiary stated in the Guarantee. In addition to the provisions in the General Credit Facility Agreement for Banking Transaction, the Undersigned agrees with the Bank as follows:

第一條： 付款保證之申請

Article 1. Application for Payment Guarantee

一、本約定書下之交易係指立約人對債權人或保證受益人所負之定額債務，或因連續性交易行為而發生之債務（以下稱「原債務」）請求 貴行保證之交易。每一次申請應向 貴行提出 貴行制定之申請書（以下稱「申請書」）為之。

The transactions referred to in this Agreement mean the indebtedness in the fixed amount or indebtedness liabilities incurred from a series of transactions owed by the Undersigned to the creditor or the beneficiary stated in the Guarantee (the "Original Obligations"). Each of the Undersigned's requests shall be made to the Bank in the form prepared by the Bank (the "Form").

二、 貴行依據前項規定所為之付款保證方式，得由 貴行決定以保證函、擔保信用狀、提供押標保證金、提供履約保證金、票據保證、承兌、背書或依其他方法為之。

The payment method under the Guarantee as set forth in the preceding paragraph may be determined by the Bank at its sole discretion, including use of a letter of guarantee, standby letter of credit, or providing bid bond, performance bond, guarantee, acceptance, or endorsement on an instrument, or other means.

三、為確實履行立約人依本約定書之償還義務， 貴行得要求立約人於每次申請時簽發與保證金額相符之本票，交付 貴行收執。此外， 貴行得隨時要求立約人提供 貴行所認可之擔保品以擔保立約人之債務。

To secure performance of the repayment obligation under this Agreement, the Undersigned shall, in each application, upon request of the Bank, issue a promissory note in the amount equal to the amount of guarantee and deliver it to the Bank. In addition, the Bank may at any time upon demand call upon the

Undersigned to furnish the Bank with security in such form as the Bank shall in its absolute discretion deem appropriate for securing the Undersigned's liability hereunder.

第二條： 保證費

Article 2. Guarantee Fee

保證費依 貴行所定費率，按保證書保證總額計算，於 貴行開立保證書時支付之，計算方式及支付方法等悉依 貴行之規定。立約人如未能如期給付任何依本約定書應付之款項，貴行得以中華民國之銀行業可獲准收取之最高年利率計付利息。該項利息以一年為三百六十五天為基礎，按實際欠付日數計算，並應一經 貴行要求立即給付。

The Undersigned shall pay to the Bank the guarantee fee on the base of the full face amount of the Guarantee payable in full and in the rate determined by the Bank on the date the Guarantee is issued. The fee calculation and methods of payment shall be in accordance with those posted by the Bank. The Undersigned agrees to pay all costs and expenses (including reasonable fees and disbursements of counsel) arising in connection with the enforcement of the Bank's rights hereunder and in connection with the payment guarantee hereunder. If the Undersigned fails to pay the Bank when due any amount payable hereunder, such amount shall bear interest from the due date until the date of payment in full at the highest rate permitted to be charged by banks in the Republic of China. Such interest shall be calculated on the basis of a year of 365 days for actual days elapsed and shall be payable on demand immediately.

第三條： 資格

Article 3. Eligibility

縱使 貴行已接受本約定書，倘依相關法律規定開立保證書將使 貴行違法者， 貴行即無開立保證書之義務。如發生本約定書第九條之違約情事， 貴行亦得隨時終止或解除本約定書。 貴行如依前述規定通知立約人終止(或解除)本約定書時，立約人應立即全額清償 貴行為立約人保證所支付之金額，或採取其他必要手續，以不使 貴行遭受任何損失。但 貴行在本約定書終止前所為之保證尚未到期者，於終止後仍繼續有效。

Notwithstanding the Bank's acceptance of this Agreement, the Bank shall not be obligated to issue any Guarantee if the issuance of which would violate any laws or regulations applicable to the Bank. Upon the occurrence of an Event of Default as provided in Article 9 hereunder, the Bank may from time to time terminate or rescind this Agreement. While the Bank informs the Undersigned of its termination or rescission of this Agreement, the Undersigned shall immediately reimburse the Bank in full, or take necessary actions to keep the Bank harmless and free from liability of any kind. However, those guarantees made by the Bank under this Agreement prior to the termination which are yet released shall remain valid and effective.

第四條： 保證書之傳送

Article 4. Transmission of Guarantee

與保證書有關之所有指示傳送及通訊應由立約人承擔風險，且 貴行或其代理人不因保證書傳送之任何遲延、錯誤、干擾或不正確而負擔責任。

All instructions and correspondence with respect to the Guarantee shall be sent at the risk of the Undersigned and neither the Bank nor any of its agents shall be responsible for any delay, inaccuracy, interruption or error in transmission or delivery of the Guarantee.

第五條： 通知義務

Article 5. Obligation of Notification

一、立約人如已履行原債務，或原債務有更改、抵銷或混同等情形發生時，立約人應立即將該情事以書面通知 貴行。

If the Undersigned has performed its Original Obligations, or the Original Obligations have been changed, set off or merged, the Undersigned shall immediately notify the Bank of such event in writing without any delay.

二、債權人或保證受益人請求立約人履行原債務，或發生影響 貴行保證債務之情事者，例如原債務之免除、原債務請求權罹於時效消滅，或擔保物之變動等，立約人應立即將其情形以書面通知 貴行。

Where the creditor or the beneficiary stated in the Guarantee requests the Undersigned to perform its obligations under the Original Obligations or any event occurs which will affect the Bank's ability to perform the Guarantee obligation, such as the exemption of the Original Obligations, claim of the Original Obligations barred by statute of limitation, or change of the collateral, the Undersigned shall immediately notify the Bank of such event in writing without any delay.

如立約人怠於為前二項之通知，致 貴行受債權人或保證受益人請求而清償原債務者，立約人應依本約定書第七條負償還義務，並應立即清償 貴行。

In case the Undersigned fails to give notice hereunder, and thus causes the Bank to repay the debts upon the demand of the creditor or the beneficiary stated in the Guarantee, the Undersigned shall be liable to pay the debts set out in Article 7 of this Agreement and shall immediately reimburse the Bank in full.

第六條： 保證債務之證明

Article 6. Evidence of Guarantee Obligation

任何由原債務之債權人或保證受益人基於保證書對 貴行所發之書面付款通知，即為對 貴行保證債務之證據。 貴行依該項書面付款通知所為給付之效力及給付之金額，對立約人亦有約束力。

The Undersigned shall accept any written notice from the creditors or the beneficiary stated in the Guarantee to the Bank of the amount due under the Guarantee as conclusive evidence that the Bank is liable to pay under the Guarantee and the amount of such payment and any such payment shall be binding upon the Undersigned.

第七條： 授權、求償範圍及賠償

Article 7. Authorization, Payment and Reimbursement

立約人茲不可撤銷地授權 貴行得依保證書之規定，償付債權人或保證受益人所要求之款項，無須事先通知立約人或取得另外之授權，亦無須確認貴行是否有付款之權限或債權人或保證受益人之要求是否合法有效。

The Undersigned hereby irrevocably authorizes the Bank to pay on the Guarantee as and when demanded by the creditor or the beneficiary stated in the Guarantee without any reference to or further authority from the Undersigned, without regard to the Bank's authority of payment or the validity or enforceability of such demand on such payment.

立約人一經 貴行要求，應即償還 貴行因保證責任所付之任何款項及所受損害，並加付自款項給付日起至（包括）全數歸還日止按現行中華民國法律所允許之最高約定利率依實際天數

計算之利息。

The Undersigned shall, immediately upon demand of the Bank, reimburse the Bank any and all sums paid by and damages incurred to the Bank under the Guarantee together with interest thereon at the highest contractual interest rate permitted by laws and shall be calculated daily from the date of payment by the Bank to and including the date of reimbursement by the Undersigned to the Bank in full.

立約人茲同意補償 貴行因履行本約定書而產生之任何費用、損失、責任或其他損害，且同意其於本約定書之義務，將不因上述請求為錯誤或不足而受影響或限制。立約人並同意於貴行要求下出庭抗辯任何與上述有關之法律訴訟。

The Undersigned hereby agrees to indemnify and hold harmless the Bank against and from all expenses, loss, liabilities or other consequences which may arise or result from the Bank's performance of the requests made herein and to reimburse the Bank, or demand, for any and all of the foregoing. The Undersigned also agrees that the Undersigned's obligations hereunder shall not be affected or limited in any way by reason of any inaccuracy or insufficiency of any such demand or claim. The Undersigned further agrees, upon request by the Bank, to appear and defend any action with respect to any thereof.

所有依本約定書應付之款項應以立約人所負債務之幣別全額支付，不得扣減或扣繳任何現在或未來課徵之稅捐、規費、關稅或加以其他限制。

All sums payable hereunder shall be fully paid in the currency in which the Undersigned's liability is denominated without any deduction or withholding for any present or future taxes, levies, impost or other restrictions.

償還債務如係外幣， 貴行得將之換算為新台幣，換算之匯率若無其他特別約定， 貴行得以求償發生日或立約人履行該債務之日之 貴行牌告匯率換算之。

Where the performance under the Guarantee is made in foreign currency, the exchange rate of such foreign currency to New Taiwan Dollars shall be at the rate of spot sale for wire transfer posted by the Bank on the date request for such reimbursement or on the reimbursement date.

第八條： 存入現金

Article 8. Cash Call

除 貴行依法、本約定書或其他約定書所享有之其他權利外，如(1)發生第九條之違約情事；或(2) 貴行於保證書下之責任未於保證書到期日解除時， 貴行得通知立約人，要求立約人立即將與保證書保證總額等額之款項（以下稱「現金存入」），存入 貴行名下之帳戶（以下稱「特別帳戶」）。 貴行得（但無義務）以此特別帳戶中之款項，償付保證書下債務。若特別帳戶內之餘額不足償付保證債務及相關支出、費用、利息，立約人即應另給付 貴行該項差額，俾使 貴行得償付債務及前述第七條之利息及費用等；倘立約人已清償其對 貴行之全部債務且 貴行於保證書下之責任已全部解除，如特別帳戶內尚有餘額，則應退還立約人。

Without prejudice to any other rights of the Bank hereunder or under the laws or any other agreement, (a) upon the occurrence of an Event of Default as provided in Article 9 hereunder or (b) if the Guarantee is not released by the Expiry Date, the Bank may, upon notice to the Undersigned ("Cash Call"), require the Undersigned to immediately deposit into an account, standing in the name of the Bank (the "Special Account"), a sum equal to the face amount of the Guarantee. The Bank may (but shall not be obligated to) draw from the Special Account any sums required to be paid under the Guarantee. In the event that the balance in the Special Account is insufficient to

make any such payment and/or relevant expenses, fees, and interest, the Undersigned shall pay to the Bank, in accordance with the foregoing, such additional sums as are required by the Bank to make such payment and expenses, fees, and interest thereon as provided in Article 7; provided, that upon payment to the Bank of all obligations and the release of the Bank from all liabilities under the Guarantee, the then existing balance, if any, in the special Account shall be refunded to the Undersigned.

第九條： 違約情事

Article 9. Event of Default

立約人發生銀行往來綜合約定書第十三條各款情形之一者，或違反本約定書之任一規定且未能於 貴行通知之合理期限內為補正者，喪失對 貴行所負一切債務之期限利益，並應立即清償 貴行所有債務。

Upon the occurrence of event of default stipulated under Article 13 of the General Credit Facility Agreement for Banking Transaction, or the violation of any provision of this Agreement and failure to correct such violation within the reasonable period notified by the Bank, the Undersigned shall immediately repay all indebtedness owed to the Bank hereunder.

第十條 終止、解約

Article 10. Termination and Rescission

(a) 如立約人發生本約定書第九條所列之違約情事時， 貴行得隨時終止或解除本約定書。

Upon the occurrence of any event of default as specified in Article 9 hereof, the Bank may from time to time terminate or rescind this Agreement.

(b) 貴行如依前項規定通知立約人終止或解約者，立約人當立即清償原債務，或採取其他必要手續，以不使 貴行遭受任何損失。但， 貴行在終止前所為之保證責任於終止後尚未免除者，本約定書就該保證仍存續有效。

While the Bank informs the Undersigned of its termination or rescission of this Agreement pursuant to the preceding paragraph, the Undersigned shall immediately fully reimburse the Bank, or take necessary actions to keep the Bank harmless and free from liability of any kind. However, those guarantees made by the Bank prior to the termination which are not yet released shall remain valid and effective.

第十一條： 遵守法令及協力之義務

Article 11. Obligation of Complying with the Laws and Regulations and Assistance

就本約定書所為之交易，立約人除遵守現在或將來施行之法令外，一經 貴行請求，應迅速提出該等法令所要求之文件，例如許可、證書等，如因法令之制定、修正或廢止致對 貴行發生損害時，立約人當立即賠償。

With respect to any transaction in connection with this Agreement, in addition to complying the present and future laws and regulations, the Undersigned shall promptly provide, at the request of the Bank, the documents requested by such laws and regulations, such as permits or licenses. In case the Bank is suffering any losses due to the legislation, amendment or abolishment of the laws or regulations, the Undersigned shall be liable for compensation of such losses to the Bank immediately.

第十二條：補償責任

Article 12. Indemnification

立約人依據本約定書之補償責任，於 貴行之保證責任終止後方得解除。立約人之義務不因貴行組織變更或與其他法人組織合併或被其他法人組織併購而受影響。

The indemnity contained herein shall be binding upon the Undersigned until the Bank has been released from all liabilities under the Guarantee, and the Undersigned's obligations hereunder shall be enforceable notwithstanding any change in the Bank's constitution or amalgamation with or absorption by or of any other corporation.

貴行依據本約定書對立約人應負之賠償責任，以立約人所受之直接實際金錢損失為限，且不逾 貴行基於本約定書第二條所收取之保證費總金額。

The liability of the Bank under this Agreement will be limited in the aggregate to actual and direct money damage of the Undersigned and not exceeding the total guarantee fees paid by the Undersigned to the Bank set out in Article 2 hereunder.

第十三條：他項權利

Article 13. Other Rights

除 貴行基於本約定書得行使之現有或未來所有之補償請求權、保證、擔保、其他權利或救濟外，本約定書亦不限制 貴行依照法令或其他依據，以銀行之身分而為擔保物權、抵銷權、其他權利或救濟之行使。

Nothing herein contained shall restrict the operation of any general lien, right of set-off, or other right, powers or remedies whatsoever which the Bank as bankers may have, whether by law or otherwise, and the Bank's rights hereunder are in addition to any other indemnity, guarantee, security, or other right, power or remedy now or hereafter held by or available to the Bank.

第十四條：保證書之修改

Article 14. Amendment to the Guarantee

立約人應依 貴行提供之申請書向 貴行申請修改保證書之內容。立約人並同意於修改申請未獲 貴行同意前，修改之內容不生效力。

The Undersigned shall use the form prepared by the Bank to apply for the amendment of the Guarantee. The Undersigned further agrees that the amendment takes no effect until the Bank consented to such amendment.

第十五條：文字

Article 15. Language

本約定書以中、英文作成。中文本與英文本如有文義兩歧，應以中文本為準。

This Agreement is drawn in English and Chinese. If there is any discrepancy in meaning between the English and Chinese versions of this Agreement, the Chinese version shall govern.

第十六條：本約定書未規定之事項，悉依銀行往來綜合約定書之規定，二者如有不一致者，以本約定書為準。

Article 16. For other matters not specifically covered hereby, the General Credit Facility Agreement for Banking Transaction entered into by and between the Undersigned and the

Bank shall govern. If there is any discrepancy between this Agreement and the General Credit Facility Agreement for Banking Transaction, this Agreement shall prevail.

倘立約人係申請 貴行開立擔保信用狀，除其有特別明示外，概依現行有效之信用狀統一慣例，即國際商會出版物之規定辦理。

Except as otherwise expressly provided for in the instruction, if the Guarantee is in form of a standby letter of credit, it shall be subject to Uniform Customs and Practice for Documentary Credits, International Chamber of commerce (ICC) Publication currently in force.

立約人茲確認， 貴行確依消費者保護法之規定給予立約人充份合理期間審閱本約定書，且充分瞭解本約定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.

立約定書人： (簽章)

The Undersigned:

(Signature/Seal)

地 址：
Address:

日期：
Date: