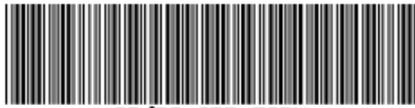


致：星展(台灣)商業銀行股份有限公司(下稱「貴行」)

To: DBS Bank (Taiwan) Ltd (the "Bank")



CP/BA APP FORM

申請方式

正本交易 請寄至(114)台北市內湖區瑞光路 399 號後棟

13 樓進口組

傳真指示交易 請傳真 02-6612-9268

申請日期 -- (YYYY-MM-DD)

商業本票保證/匯票承兌動用申請書
APPLICATION FOR COMMERCIAL PAPER GUARANTEE / DRAFT ACCEPTANCE

本公司, _____, 茲此向 貴行申請下列授信並承諾遵守 貴行商業本票保證/匯票承兌條款與條件 (及其隨時修訂、增補或重訂之規定)、本公司簽署的授信函及授信往來與交易總約定書之相關規定。

We _____ herewith apply for the following credit utilization and agree to abide by the Commercial Paper Guarantee / Draft Acceptance Terms and Conditions of your Bank (as modified, extended or re-enacted from time to time), the Letter of Offer and the Standard Term and Conditions Governing Facilities Granted by and Transactions entered into with the Bank as executed by us.

本公司茲聲明已於合理期間詳細閱讀、瞭解及同意本申請書及 貴行商業本票保證/匯票承兌條款與條件之各項規定，並已經合法授權得申請動用本項商業本票保證/匯票承兌之授信額度。本申請書為 貴行商業本票保證/匯票承兌條款與條件之一部分，但本申請書與 貴行商業本票保證/匯票承兌條款與條件之規定不一致時，應優先適用本申請書之約定。

We hereby declare that this application form and the Commercial Paper Guarantee / Draft Acceptance Terms and Conditions have been duly received, read within a reasonable period, understood and accepted by us, and we are duly authorized to apply for utilization of the facility of this commercial paper guarantee/draft acceptance. This application shall form part of the Commercial Paper Guarantee / Draft Acceptance Terms and Conditions of your Bank. If there is any discrepancy between this application and the Commercial Paper Guarantee / Draft Acceptance Terms and Conditions of your Bank, the application shall prevail.

幣別/金額: Currency/Amount : _____	費率: Pricing: _____ %
發票日期/ 承兌日期: Value Date: _____	到期日期: Maturity Date: _____

交付方式 Delivery

指示銀行交付票據至以下地址(收件人) Instruct the Bank to deliver the note to below address (recipient):

其他(請載明) Others (Please specify)

※銀行費用 Banking Charges:

請自本公司帳戶扣抵款項清償 Please debit all charges from our account no:

(帳號): _____

其他(請載明) _____

◎如未填寫帳戶號碼，本公司授權 貴行得逕行自本公司於 貴行持有之任一帳戶扣抵

銀行專用 For Bank Use Only		
驗印	經辦	主管

申請人簽署 Applicant's Authorized Chop(s)/Signature(s)

商業本票保證/匯票承兌條款與條件
COMMERCIAL PAPER GUARANTEE / DRAFT ACCEPTANCE TERMS AND CONDITIONS

就 貴行為借款人所簽發之商業本票提供保證及/或承兌借款人所簽發之匯票，借款人茲同意下列條款：
The Borrower, in consideration of agreement of DBS Bank (Taiwan) Ltd (the "DBS Bank") to provide guarantee on the commercial paper issued by the Borrower and/or to accept the drafts issued by the Borrower, hereby agrees to the following provisions:

1. 若借款人將匯票交予 貴行承兌或將商業本票交予 貴行保證並由 貴行代借款人出售予票券金融公司或第三人者，借款人瞭解，依現行慣例，該等匯票或商業本票得於收訖價款前即交予他人。若因任何原因未能收訖該等價款，借款人應獨立承擔因此所生之各項費用或損失，且借款人不得因未收訖該等價款而免除償付 貴行因承兌該等匯票或保證該等商業本票所墊付款項之義務。
If the Borrower shall at any time deliver to DBS Bank drafts for acceptance by DBS Bank or commercial paper for guarantee by the DBS Bank and then for sale by the DBS Bank thereof, on behalf of the Borrower, to any bills house or other party, the Borrower hereby acknowledges that such drafts, or commercial paper may, in accordance with the applicable custom and practice, be so delivered by the Bank prior to the receipt of payment therefor. In the event that such payment is for any reason not received, the Borrower shall solely bear the risk of any costs or losses arising therefrom and such non-payment shall not release the Borrower from its reimbursement obligations to DBS Bank with respect to any payment by DBS Bank under DBS Bank's acceptance of such drafts or guarantee of such commercial paper.
2. 就 貴行承兌之匯票或保證之商業本票，借款人謹授權 貴行於到期日向各匯票或商業本票之執票人付款。為便於 貴行之付款，借款人最遲應於相關到期日前一日將應付之金額存入 貴行或 貴行指定之帳戶。倘借款人未能按時存入款項，借款人應依 貴行之請求，立即償付 貴行墊付予匯票或商業本票執票人之款項，並自 貴行墊款之日起至借款人償付之日止，依應適用之利率計付利息。
Where DBS Bank accepts drafts or guarantees commercial paper, the Borrower hereby authorizes DBS Bank to make payment to the then holder of each draft or commercial paper on the maturity date. To facilitate such payment, the Borrower shall, at least one (1) day prior to the applicable maturity date, deposit with DBS Bank or such account as designated by DBS Bank the sums necessary to make such payment. If the Borrower shall fail to timely make such deposit, it shall reimburse to DBS Bank on demand all sums paid by DBS Bank to any holder the draft or commercial paper, together with interest on such sums at the applicable interest rate from the date of payment by DBS Bank to the date of reimbursement by the Borrower to DBS Bank.
3. 借款人同意依 貴行與借款人約定之費率支付 貴行保證費及承兌費。保證/承兌費以每年三百六十五日為基礎，按實際經過日數，依商業本票/匯票之金額，自保證簽發/承兌日起至 貴行之該等付款義務解除之日止計付。保證/承兌費最晚應於 貴行提供保證/承兌時支付之。不論任何原因，借款人所應支付 貴行之保證費/承兌費，一旦支付，概不退還。
The Borrower agrees to pay guarantee/acceptance fee at the rate agreed to by DBS Bank and the Borrower. The guarantee/acceptance fee shall be calculated on the basis of a year of 365 days and actual number of days elapsed on the face value of the commercial papers guaranteed/draft accepted by DBS Bank from and including the date on which the guarantee/acceptance is made to the date DBS Bank's obligations thereunder are released. The guarantee/acceptance fee shall be paid on or before the date that such guarantee/acceptance is made. The guarantee/acceptance fees once paid to DBS Bank are not refundable for any reason.
4. 就借款人請求 貴行承兌借款人所簽發之匯票：
 - (1) 借款人茲聲明一切由借款人簽發並委託 貴行為承兌付款之匯票(下稱「承兌匯票」)，均係因國內或國際合法交易為基礎所產生，且承兌匯票之期限不超過其基礎交易之付款期限。
 - (2) 借款人茲聲明並保證，委託 貴行承兌匯票之基礎交易除委託 貴行為承兌外，無其他任何授信，嗣後亦絕對不再以該基礎交易為其他授信之標的。借款人並同意提交 貴行認可之交易憑證供核。借款人聲明並保證其所提交 貴行之交易憑證均屬真實正確，絕無虛假情事，若有違反，借款人同意賠償 貴行所受一切損失。
 - (3) 借款人為迅速取得基礎交易所需資金，借款人委託 貴行於承兌後將承兌匯票代借款人在短期票券交易市場出售， 貴行得於出售承兌匯票後將所得價金交付承兌匯票受款人，且為便於出售承兌匯票，借款人同意隨時依 貴行通知於承兌匯票背書(若借款人非受款人時，借款人同意通知承兌匯票受款人並使其於匯票背書)。
 - (4) 借款人同意指定 貴行為辦理有關承兌匯票相關國際交易外匯收兌之外匯銀行，並同意將所有進出口外匯文件交由 貴行辦理。With respect to DBS Bank's acceptance of the draft(s) issued by the Borrower:
 - (1) The Borrower hereby represents and warrants that every draft drawn by the Borrower to be accepted for payment by DBS Bank (the "Draft(s)") arises out of lawful domestic/international transaction and the tenor of each Draft presented for acceptance will not be longer than that of the underlying transaction.
 - (2) The Borrower hereby represents and warrants that no other financing is made based on the underlying transaction, except the acceptance financing to be extended by DBS Bank hereunder, and that the Borrower will not procure any additional financing based on the same underlying transaction. The Borrower further agrees to submit to DBS Bank the relevant transaction documents satisfactory to DBS Bank. The Borrower hereby represents and warrants that all such transaction documents are genuine and correct and the Borrower agrees to indemnify all losses suffered by DBS Bank should such representation and warranty be untrue or false.
 - (3) In order to facilitate the Borrower to collect the fund for the underlying transaction, the Borrower hereby authorizes DBS Bank to sell the Drafts on the short-term bills market, in which case, DBS Bank may, upon sale of the Drafts, deliver the proceeds thereof to the payee. To facilitate sale of the Drafts, the Borrower agrees to endorse on the Draft (or in case the Borrower is not the payee, the Borrower agrees to notify and obtain from the payee the endorsement on the Drafts) upon notice by DBS Bank.
 - (4) The Borrower shall designate DBS Bank as the bank for handling remittance of foreign exchange under the international trade transaction relating to the Drafts and all foreign exchange documents concerning import and export shall be delivered to DBS Bank for handling.