

星展銀行  DBS

質權設定合約書

**Pledge Agreement**

**質權設定合約書**  
**PLEDGE AGREEMENT**

To: DBS BANK (TAIWAN) LTD

致：星展(台灣)商業銀行股份有限公司

Date (日期): \_\_\_\_\_

I/We acknowledge that DBS Bank (Taiwan) Ltd (including its head office, branches, successors and assigns, the "Bank") will extend/has extended and/or will continue to extend to me/our company (the pledgor as referred to in the signature column (the "Pledgor") and/or to \_\_\_\_\_ (the "Borrower") credit facilities/financial services/treasury services (the "Credit Facilities") as may be separately agreed upon between the Bank and the Pledgor/Borrower under the certain agreements (and as such agreements may be amended, varied, supplemented or replaced from time to time, the "Facility Agreement") and the documentation relating to such Facility Agreement (the "Facility Documentation"). To secure the Pledgor's/Borrower's present and/or future obligations to the Bank arising from any and all banking transactions with the Bank or in connection with Credit Facilities extended and/or to be extended from time to time by the Bank during the term of this Agreement, the Pledgor agrees to, upon the request of the Bank, provide pledges over certain deposits, shares, bonds, beneficial certificates, certificates of deposit, short term notes, securities and/or other financial assets. The Pledgor hereby irrevocably and unconditionally agrees as follows:

本人/本公司瞭解星展(台灣)商業銀行股份有限公司(包括其總行、各分行及其繼受人及受讓人，下稱「貴行」)將會、已經及/或將繼續依其與出質人及/或借款人間依相關合約另行約定之內容(及其隨時之修改、變更、補充或替換之約定，下稱「授信合約」)及與授信合約相關之各項授信文件(下稱「授信文件」)之約定，提供各項授信/金融服務/外匯交易服務(下稱「授信」)予本人/本公司(即簽名欄所載之出質人(下稱「出質人」)及/或 \_\_\_\_\_(下稱「借款人」)。為擔保出質人及/或借款人因 貴行於本合約存續期間內隨時對出質人及/或借款人提供授信或從事其他各項銀行往來交易而於現在及/或將來所發生之各項債務，出質人同意依 貴行要求將其所有之存款、股份、債券、受益憑證、定存單、短期票券、有價證券及/或其他金融性資產設定質權予 貴行。出質人茲此不可撤回且無條件地承諾遵守下列條款：

1. **Creation.** The Pledgor hereby irrevocably grants and creates a pledge **IN A MAXIMUM AMOUNT OF 【 \_\_\_\_\_ 】 (OR AS SUCH MAXIMUM AMOUNT MAY BE AMENDED FROM TIME TO TIME BY EXECUTION OF A MAXIMUM AMOUNT ADJUSTMENT ADDENDUM SUBSTANTIALLY IN THE FORM OF SCHEDULE II HERETO)** in favor of the Bank over the deposits, shares, bonds,

beneficial certificates, certificates of deposits, short-term notes, securities and/or other financial assets described in more detail in ANNEX I hereto and, if applicable, in any confirmation in the form of SCHEDULE I hereto ("Confirmation") (collectively, the "Instruments"), together with the right to receive dividends and interest thereon and other payments related thereto as evidenced by the Instruments, **AS SECURITY FOR THE PLEDGOR'S/BORROWER'S PRESENT AND FUTURE OBLIGATIONS TO THE BANK ARISING FROM ANY AND ALL TRANSACTIONS WITH THE BANK UNDER OR IN CONNECTION WITH CREDIT FACILITIES EXTENDED AND/OR TO BE EXTENDED BY THE BANK, DIRECT OR CONTINGENT (INCLUDING OBLIGATIONS AND LIABILITIES ARISING OUT OF GUARANTEE BY THE PLEDGOR AND/OR THE BORROWER TO SECURE THE OBLIGATIONS OF THIRD PARTIES)**, PURSUANT TO THE FACILITY AGREEMENT AND/OR THE FACILITY DOCUMENTATION PLUS INTEREST, DEFAULT INTEREST, FEES, INDEMNITIES, EXPENSES AND/OR OTHER SUMS PAYABLE UNDER THE FACILITY AGREEMENT OR THE FACILITY DOCUMENTATION (COLLECTIVELY THE "OBLIGATIONS"); provided, that nothing herein shall obligate the Bank to maintain, extend or continue to extend credit facilities in any particular amount and/or for any particular period.

#### 第一條：質權設定

出質人謹將其所有詳如本合約附表一明細表所列和（如有適用者）以附件一形式製作之確認書（下稱「確認書」）所列之存款、股份、債券、受益憑證、定存單、短期票券、有價證券及／或其他金融性資產（以下合稱「設質標的物」）連同其所生之孳息、股利及利息及其他得憑該等設質標的物而領取之各款項，設定最高限額\_\_\_\_\_元（或隨時另依附件二格式製作之最高限額調整確認書而變更之最高限額）之質權予 貴行，作為出質人及／或借款人依授信合約及／或授信文件因各項銀行往來交易或基於授信關係於現在或將來對 貴行所發生之各項直接或間接債務（包括保證債務，即出質人及／或借款人為第三人保證所負之債務），以及其利息、延遲利息、違約金、手續費、損害賠償、費用及／或其他各項依授信合約或授信文件而衍生之債務（以下合稱「債務」）之擔保；但 貴行並不因此而必須維持、提供或繼續提供任何特定金額及／或特定期間之授信。

2. Representations and Warranties. The Pledgor hereby represents and warrants that:

- (a) the Pledgor is the sole and absolute legal, beneficial and registered (if applicable) owner of the Instruments with full and complete authority to dispose of the Instruments;
- (b) the shares/beneficial certificates (if applicable) are duly authorized and issued by the relevant issuing companies and/or mutual funds (the "Issuers") in accordance with the applicable laws and regulations of the Republic of China ("R.O.C.");
- (c) the Instruments are free from any pledge or other encumbrances and are available for the pledge contemplated herein;
- (d) the shares, short-term notes and securities to be pledged through the Taiwan Depository and Clearing Corporation or such other central depository or book entry system (collectively,

"System") in accordance with the applicable rules for operations for securities and short-term notes or such other rules as may be applicable to the System (collectively, "Rules") are duly held in the custody of the System and the Pledgor is legally permitted to create a pledge under such Rules;

- (e) this Agreement constitutes the legal, valid and binding obligations of the Pledgor enforceable against the Pledgor in accordance with its terms;
- (f) the execution, delivery and performance by the Pledgor of this Agreement will not violate any provision of law, regulation, order, judgment, decree or award and will not result in a breach of, or constitute a default under, any agreement to which the Pledgor is a party or by which the Pledgor or any of the Pledgor's property may be bound; and
- (g) the Pledgor is duly authorized by its articles of incorporation, rules for endorsements and guarantees and/or other applicable constitutional documents (if the Pledgor is a corporation) to provide the pledge hereunder and has taken all appropriate and necessary corporate action to authorize the execution, delivery and performance of this Agreement.

## 第二條：聲明及保證

出質人茲聲明並保證如下：

- (a) 出質人係該等設質標之物之唯一、絕對、合法登記(如有適用者)之所有權人，有處分該等設質標之物之全權；
- (b) 設質標之物為股份或受益憑證者，該等股份／受益憑證(如有適用者)係由相關發行公司及／或共同基金（下稱「發行公司」）依照中華民國法令合法發行；
- (c) 設質標之物並未設有任何質權或其他負擔，且可依本合約設定質權予 貴行；
- (d) 將依據相關股份及短期票券作業辦法或其他規定(下稱「相關規定」)透過台灣集中保管結算所股份有限公司或其他集中保管或劃撥系統(下稱「集保系統」)辦理設質之股份、短期票券、有價證券，均於集保系統保管中且出質人得依相關規定辦理設質手續者；
- (e) 本合約書完全合法、有效，且對出質人有拘束力並得依其約定對出質人予以執行；
- (f) 出質人簽署、交付及履行本合約書並未違反或抵觸任何法律、法令、判決或行政命令，亦未違反或抵觸任何以出質人為當事人或對其財產有拘束力之合約；及
- (g) 出質人（若為法人），依其公司章程、背書保證作業辦法及/或類似之公司設立規章之規定確得簽訂本合約書，其為簽署、交付及履行本合約書所需之決議及公司內部應完成之授權手續均已依相關規定辦妥。

### 3. Procedures/Required Documents.

- (a) With respect to the Instruments which are held in the custody of a System, the Pledgor shall, upon execution of this Agreement or immediately thereafter, comply with the relevant pledge procedures as required under the Rules so as to create the pledge hereunder and

deliver to the Bank such documents to evidence the due completion of such procedures. The Pledgor agrees that the creation, release and enforcement of the pledge over such Instruments and the collection of dividends/interest payable on such Instruments shall all be governed by the Rules.

- (b) With respect to the Instruments which are not held in the custody of a System, the Pledgor shall, upon execution of this Agreement:
- (i) deliver to the Bank the originals of the Instruments, duly endorsed to the Bank;
  - (ii) with respect to negotiable instruments, deliver to the Bank written consent(s) to pledge from the relevant obligor(s) of the Instruments in form and substance satisfactory to the Bank;
  - (iii) with respect to deposits, deliver to the Bank a duly executed notice of pledge and consent from the relevant depository bank (if other than the Bank) in the form of SCHEDULE III hereto and, if required, withdrawal instrument(s) executed in blank permitting withdrawal by the Bank of the deposits;
  - (iv) with respect to Instruments for which such is required, serve written notice of the subject pledge substantially in the form of SCHEDULE IV hereto ("Notice") on the Issuers, and obtain from the Issuers an acknowledgement of receipt of the Notice and a confirmation of due entry of the pledge in the Issuers' registry of shareholders/beneficiary owners in form and substance satisfactory to the Bank; and
  - (v) provide the Bank with, and execute, any and all other documents and instruments as required by the Issuer(s) or the Bank for effecting the pledge contemplated under this Agreement.

### **第三條：設質手續／文件**

- (a) 有關由集保系統保管之設質標的物，出質人應於簽訂本合約之同時或嗣後立即依規定辦理該等標的物設質予 貴行之手續，並將已依該項規定辦妥設質手續之相關證明文件交予 貴行。出質人並同意有關該等設質標的物質權之設定、解除、實行及設質標的物股利／利息之領取等事項，應悉依相關規定辦理；
- (b) 就出質人設質予 貴行之設質標的物並非由集保系統保管者，出質人於簽署本合約同時，應即完成下列各項行為及／或將下列文件交付予 貴行；
- (i) 設質標的物依法背書交付予 貴行；
  - (ii) 就可背書轉讓之設質標的物，經設質標的物債務人簽署之質權設定同意書，其形式及實質內容皆應令 貴行滿意；
  - (iii) 設質標的物為存款者，倘 貴行並非存款銀行時，出質人應交付 貴行業經相關存款銀行簽回之設質通知及同意書(格式如附件三)正本及(倘經 貴行要求)經出質人簽妥同意 貴行提款之空白提款單；
  - (iv) 如有必要時，就設質標的物，出質人應將依附件四格式製作之質權設定通知(下稱「設質通知」)送交發行公司，並自發行公司取得發行公司已接獲設質通知並

已依法將該等設質情事記入股東／受益人名簿之證明，該項證明之形式及實質內容皆應令 貴行滿意；及

- (v) 為確實執行本合約之設質約定，而依發行公司或 貴行之要求另行簽署其他各項有關文件。

#### 4. Covenants.

- (a) The Pledgor shall not withdraw, sell, mortgage, charge, create any lien or encumbrance over, transfer, assign or otherwise dispose of the Instruments or any portion thereof without the prior written consent of the Bank.
- (b) The Pledgor shall ensure that all of the representations and warranties referred to in Section 2, above, shall remain true and correct throughout the term hereof.

#### 第 四 條：承 諾

- (a) 非經 貴行事前以書面同意，出質人不得就該等設質標的物或其任何部份為取款、出售、抵押、設質、設定任何留置權或負擔、移轉、轉讓或為其他任何處分。
- (b) 出質人應確保其依本合約第二條所為之聲明及保證於本合約存續期間內均為真實及正確。

#### 5. Rights/Interest.

- (a) Any pledge of Instruments hereunder shall extend to dividends (cash or stock) and interest or other like payments thereon (collectively, "Distributions"). The Pledgor shall (i) execute all such documents as are necessary to instruct the Issuer and/or the Issuer's transfer agent that all Distributions are to be delivered to the Bank, and (ii) upon receipt of a notice from the Issuer and/or the Issuer's transfer agent that Distributions are available for delivery, promptly so notify the Bank and execute all such documents and do all such acts, if any, as may be necessary for the Bank to receive the Distributions and for same to be pledged to the Bank in accordance with the procedures, as applicable, under Section 3, above; provided, that so long as (A) there is no Event of Default (as defined below) or occurrence of any event which with the giving of notice or passage of time or both could become an Event of Default, (B) the parties to the Facility Agreement maintain sufficient Collateral in accordance with the terms thereof and (C) a written consent is given by the Bank, the Bank shall upon receipt of Distributions, release such Distributions to the Pledgor.
- (b) Subject only to the foregoing terms and conditions, during the period of this Agreement, all other rights with respect to the Instruments shall remain with, and may be exercised by, the Pledgor; provided, that the Bank reserves the right, at any time after the occurrence of an Event of Default (as defined below) or occurrence of any event which with the giving of notice or passage of time or both could become an Event of Default, to exercise any and all other rights and interests vested with the owners of the Instruments.

#### 第 五 條：權 利／孳 息

- (a) 本合約下之設質標的物之設質應包括股利（現金或股票）及利息或其他類似性質之款

項（以下合稱「孳息」）。出質人應(i)簽署所有必要文件以指示發行人及／或發行人之過戶代理人將所有孳息交付予 貴行及(ii)於自發行人及／或發行人之過戶代理人接獲通知發給孳息時，立即通知 貴行及簽署所有必要文件或為必要行為以使 貴行得領取該等孳息並依第三條規定之方式辦理設質，惟如(A)當時並無發生違約情事(定義如后)或因通知或時間之經過即可能構成違約情事之狀況，(B)當事人已依授信合約規定維持足夠之擔保品時且(C) 貴行以書面同意者， 貴行應於收受孳息後，將孳息交予出質人。

(b) 除前段所規定者外，本合約有效期間內，出質人基於設質標的物所有權人之地位原得行使之其他各項權利，仍得由出質人依法行使；但如發生任一違約情事（定義如后），或因時間之經過或通知即可能構成違約情事時， 貴行即有權行使設質標的物之所有人所得主張之所有各項權益。

6. Value of Instruments. In the event the ratio of the Obligations to the current value of the Instruments does not meet the requirements in the Facility Agreement as determined in the sole discretion of the Bank, the Bank shall have the right to require the Pledgor (a) to provide additional security to the satisfaction of the Bank, and/or (b) to replace the Instruments with other security to the satisfaction of the Bank, and/or(c) to dispose of the Instruments in accordance with the Bank's instructions, and/or (d) pay down the Obligations.

#### **第六條：設質標之物之價值**

若債務與設質標的物現值之比例，依貴行全權決定認為不符授信合約之要求時， 貴行有權要求出質人：

(a) 追加其他令 貴行滿意之擔保；及／或

(b) 以其他令 貴行滿意之擔保物替代該等設質標的物為擔保；及／或

(c) 依 貴行之指示處分該等設質標的物；及／或

(d) 償還債務。

7. **EVENTS OF DEFAULT. ANY OF THE FOLLOWING EVENTS SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THIS AGREEMENT ("EVENT OF DEFAULT"):**

(a) **THERE SHALL OCCUR AN EVENT OF DEFAULT UNDER AND AS DEFINED IN ANY OF THE VARIOUS AGREEMENTS BETWEEN THE BANK AND THE BORROWER OR BETWEEN THE BANK AND THE PLEDGOR WITH RESPECT TO THE OBLIGATIONS;**

(b) **THE PLEDGOR OR THE BORROWER, AS APPLICABLE, SHALL FAIL TO TIMELY PROVIDE ADDITIONAL SECURITY AS AND WHEN REQUIRED UNDER THE FACILITY AGREEMENT OR SECTION 6 OF THIS AGREEMENT;**

(c) **THE PLEDGOR SHALL FAIL TO PERFORM ANY COVENANT OR OTHER**

**OBLIGATION TO THE BANK UNDER THIS AGREEMENT (OTHER THAN THE OBLIGATION PROVIDED FOR UNDER SECTION 6, ABOVE), ANY AGREEMENTS WITH RESPECT TO THE OBLIGATIONS OR ANY OTHER AGREEMENT WITH THE BANK;**

- (d) ANY OF THE INSTRUMENTS SHALL BE MADE THE SUBJECT OF ANY CLAIM BY ANY THIRD PARTY OR BE ATTACHED OR OTHERWISE ENCUMBERED;**
- (e) THE PAYMENT OBLIGATION UNDER THE PLEDGED DEPOSITS OR THE SECURITIES SHALL NOT BE FULFILLED UPON MATURITY THEREOF OR THE PAYMENT THEREOF SHALL BE REJECTED OR WITHHELD FOR ANY REASON;**
- (f) THE BANK, IN ITS SOLE JUDGMENT, SHALL DETERMINE THAT THE PLEDGOR MAY NOT BE ABLE TO PERFORM ANY OF HIS/HER/ITS OBLIGATIONS TO THE BANK OR TO OTHERS (WHETHER AS PRIMARY OBLIGOR OR GUARANTOR); OR**
- (g) THE PLEDGOR, THE BORROWER OR THE ISSUER OF THE INSTRUMENTS SHALL FILE A PETITION IN BANKRUPTCY, BE ADJUDICATED BANKRUPT OR INSOLVENT OR FILE A PETITION SEEKING FOR ITSELF, IN ANY JURISDICTION, REORGANIZATION, COMPOSITION, LIQUIDATION, DISSOLUTION OR ANY SIMILAR ARRANGEMENT UNDER ANY STATUTE, LAW OR REGULATION.**

**第七條：違約情事**

下列任一情事皆構成本合約之違約情事（下稱「違約情事」）：

- (a) 依借款人與 貴行間或出質人與 貴行間所簽訂各項與債務有關之其他合約之規定，有違約情事發生者；**
- (b) 出質人或借款人未能依授信合約或本合約第六條之規定按時提補追加擔保品；**
- (c) 出質人未能履行其依本合約（第六條之規定除外）、與擔保債務有關之合約或其與貴行簽訂之任何合約之承諾或其他義務；**
- (d) 第三人對該等設質標的物主張任何權益，或該等設質標的物遭查封扣押或被設定任何負擔；**
- (e) 設質標的物中之任何存款或有價證券於到期時未獲付款或因任何理由被拒絕支付或扣抵任何款項；**
- (f) 貴行全權認定出質人將無法履行其對 貴行或其他人之債務(無論以主債務人或保證人之身份)；或**
- (g) 設質標的物之出質人、借款人或發行公司在任何有管轄權之國家申請破產宣告、被裁定破產或無償還能力、或申請重整、和解、清算、解散或其他類似程序。**

8. Consequences of Default. If an Event of Default shall occur, or upon the occurrence of any event which with the giving of notice or the passage of time, or both, could become an Event of Default, then, to the greatest extent as permitted by applicable law, the Bank may, without regard to whether the Obligations are then due and without notice to or the consent of the Pledgor, immediately (a) dispose of the whole or any part of the Instruments which are held in the custody of a System at public auction, by private sale or otherwise, all in accordance with the relevant Rules, (b) demand and collect directly from the Issuers or obligors of the Instruments, the Instruments and any and all dividends, interest or other payments payable on the Instruments (whether in cash, shares or otherwise), (c) exercise any and all other rights and interests vested with the owners of the Instruments, and/or (d) dispose of the whole or any part of the Instruments or any interest therein, to the greatest extent permitted by law no matter whether the Instruments have reached their maturity or not. The Pledgor hereby grants to the Bank all powers and authorities necessary for such disposal including, without limitation, authorization to sell same in the market and/or to complete and use the withdrawal instruments for purposes of withdrawing the deposits evidenced by the Instruments and interest accrued thereon. At any such sale, the Bank may purchase the whole or part of the Instruments so sold without liability to account to the Pledgor/Borrower with respect to any subsequent income arising from the Bank's ownership and/or sale of such Instruments. The Pledgor shall (i) cooperate with the Bank and the party or parties which purchase the Instruments from the public auction or private sale (the "Purchaser") by executing all documents and taking all action necessary for the registration of the Purchaser as the owner of the Instruments, and (ii) fulfill any and all obligations arising from or in connection with the transfer of ownership to the Purchaser.

#### 第八條：違約之效果

如有前述任一違約情事發生或因時間之經過、通知或因此二種情形而可能構成任一違約情事時，於法律許可之最大範圍內，不論各項債務是否業已到期，貴行得不另通知出質人或徵得出質人同意而立即：

- (a) 依相關法規規定，以法院拍賣、自行拍賣或其他方式實行質權，處分由集保系統保管之設質標之物之全部或部份；
- (b) 逕向發行公司或設質標之物之債務人要求並收取設質標之物及其應獲配之股利或孳息或其他付款（不論係現金股利、股票股利或其他形式）；
- (c) 行使設質標之物所有權人所得行使之各項權益；及／或
- (d) 在法律許可之最大範圍內，處分設質標之物及其相關權益之全部或一部(不論設質的標之物是否已屆清償期)，出質人茲授權 貴行全權為此處分，包括(但不限於)將該等設質標之物在市場上賣出，填寫及使用提款單據以提取該等設質標之物所表彰之存款及已發生之利息等。 貴行並得自此等變賣程序中購入該設質標之物之全部或一部；嗣後， 貴行如因持有或再行出售該等設質標之物而獲得任何收入時，概與出質人或債務人無關。出質人應(i)與 貴行及該等設質標之物拍賣或變賣程序之買受人(下稱「買受人」)充分合作，簽署所有必要文件並提出各項必要之申請，將該等設質標之物之所有權登記過戶予買受人及(ii)履行移轉所有權予買受人之所有義務。

9. Application. Any and all proceeds from the disposal of the Instruments shall be applied first to costs and expenses (including attorneys' fees) incurred by the Bank in connection with execution, enforcement and preservation of any and all of the Bank's rights under this Agreement, and then to the payment of the Obligations. In the event that the Obligations are not then due, the Bank may at any time apply the proceeds of the Instruments to the prepayment of the Obligations or hold the same in a special account with the Bank standing in the name of the Bank pending maturity thereof.

#### **第九條：抵充**

處分該等設質標的物所得之款項，應先用以清償 貴行因行使、強制執行及保全本合約所規定之 貴行權利所發生之費用（包含律師費），再以之抵償各項債務。倘當時債務尚未到期，貴行並有權隨時以所得款項提前清償各尚未到期之債務，或將該等款項存入以 貴行名義開立之特別帳戶，俟債務到期時再為抵償。

**10. COSTS. ANY AND ALL COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND SYSTEM'S FEES) INCURRED BY THE BANK IN CONNECTION WITH THE EXECUTION, IMPLEMENTATION, ENFORCEMENT AND PRESERVATION OF THE BANK'S RIGHTS AND INTERESTS UNDER THIS AGREEMENT SHALL BE BORNE BY THE PLEDGOR.**

#### **第十條：費用**

有關辦理本項質權設定所生之各項費用（包括但不限於律師費及集保系統費用），及 貴行行使、實行、強制執行及保全 貴行在本合約下之權益所發生之各項費用，皆應由出質人負擔。

11. Non-Waiver. Neither the failure nor any delay by the Bank in exercising or enforcing any right, power or remedy under this Agreement or any document or instrument executed by and between the Pledgor/Borrower and the Bank shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any such right, power or remedy preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power or remedy.

#### **第十一條：非棄權之表示**

貴行如怠於或遲延行使或執行本合約或出質人／借款人與 貴行所簽署之其他文件、文書所規定之任何權益或救濟方法，並不得視為 貴行放棄此等權益；如 貴行僅行使或執行此等權益或救濟方法之部份，亦不得視為 貴行放棄其他部分權益、放棄再行使或執行此等權益、或放棄行使或執行任何其他權益或救濟方法。

**12. VALIDITY. THE OBLIGATIONS OF THE PLEDGOR UNDER THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT WITHOUT REGARD TO, AND SHALL NOT BE TERMINATED, DISCHARGED, IMPAIRED OR AFFECTED BY (a)**

ANY AMENDMENT, MODIFICATION, REPLACEMENT OR ASSIGNMENT OF ANY DOCUMENT (INCLUDING BUT NOT LIMITED TO THE FACILITY DOCUMENTATION) OR INSTRUMENT EXECUTED BY AND BETWEEN THE BORROWER AND THE BANK, (b) ANY EXERCISE OR ENFORCEMENT OR NON-EXERCISE OR NON-ENFORCEMENT BY THE BANK OF ANY RIGHT, POWER OR REMEDY UNDER THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED BY AND BETWEEN THE BORROWER AND THE BANK, (c) ANY WAIVER, CONSENT, EXTENSION OF TIME, INDULGENCE OR OTHER ACTION OR INACTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENTS EXECUTED BY AND BETWEEN THE BORROWER AND THE BANK, (d) THE BANKRUPTCY, COMPOSITION OR REORGANIZATION OF THE PLEDGOR/BORROWER, OR (e) TO THE GREATEST EXTENT PERMITTED BY LAW, ANY RELEASE, REPLACEMENT OR MODIFICATION OF ANY OTHER SECURITY AND/OR GUARANTEE HELD BY THE BANK IN RELATION TO THE CREDIT FACILITIES.

#### 第十二條：有效性

本合約所規定之出質人義務之有效性，不因下述情事而終止、解除、減少或受其他影響：

- (a) 借款人與 貴行間所簽署之任何文件(包括但不限於授信文件)或文書有修改、變更、替換或轉讓；
- (b) 貴行實行、執行或怠於實行、執行根據本合約或借款人與 貴行間所簽署之文件或文書， 貴行所得實行或執行之權利或救濟方法；
- (c) 貴行就本合約或借款人與 貴行間所簽署之文件或文書，所為之棄權、同意、延期、免除或其他行為或不行為；
- (d) 出質人／借款人破產、與債權人和解或進行公司重整；或
- (e) 在法律許可之最大範圍內， 貴行放棄、替換或修改與授信有關的其他抵押品及/或保證書。

13. Assignment. The Bank may, upon notice to but without the consent of the Pledgor, assign or transfer all or any part of its rights under this Agreement and to the Instruments to any entity to whom all or any part of the Obligations are assigned or transferred, and the Bank may endorse and deliver all or any of the Instruments then held as security under this Agreement to such assignee or transferee, who shall thereupon become vested with all the interests and rights, powers and remedies given to the Bank hereunder to the extent agreed between the Bank and such assignee or transferee.

#### 第十三條：轉讓

貴行得通知出質人，但不需經其同意，將其於本合約下之權利及其對設質標的物之權利之全部

或一部，轉讓或移轉予受讓各該債務之全部或部分之受讓人，貴行得將其依本合約持有作為擔保之設質標之物之全部或部分背書、交付予受讓人，屆時，該受讓人應可依貴行與該受讓人間之約定取得貴行原得主張之各項利益、權利及救濟方法。

14. Currency. The Pledgor expressly acknowledges and confirms that the Obligations may be incurred in one or more currencies (local and/or foreign) and that the Obligations shall not be discharged or released unless and until paid in full in the relevant currency(ies) in which the relevant Obligations were incurred or such other currency as the Bank may otherwise agree. The Pledgor hereby undertakes to take all necessary actions to ensure that the proceeds so received by the Bank would be converted into the relevant currency(ies) in which the relevant Obligations were incurred or such other currency as the Bank may require.

#### 第十四條：幣別

出質人瞭解並確認本合約所擔保之債務得為一種或多種(國內及/或國外)幣別之債務，除另經貴行同意外，該等債務均應以與各該債務相同之幣別全數償付，否則不得視為已清償。出質人同意為各項必要之行為以確保貴行因本項質權所得款項均得轉換為與本項質權所擔保債務相同之幣別或貴行所同意之其他幣別。

15. **WAIVER**. **THE PLEDGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY (a) WAIVES ALL RIGHTS OF PRESENTMENT, DEMAND AND NOTICE OF ANY KIND, (b) CONSENTS TO ANY RELEASE, REPLACEMENT OR MODIFICATION OF ANY OTHER SECURITY HELD BY THE BANK, (c) SUSPEND ALL RIGHTS OF SUBROGATION UNTIL THE OBLIGATIONS ARE PAID IN FULL, AND (d) (IF THE PLEDGOR IS ALSO THE GUARANTOR) TO THE GREATEST EXTENT PERMITTED BY LAW, WAIVES ALL OTHER RIGHTS AND BENEFITS GRANTED TO A GUARANTOR UNDER THE CIVIL CODE OF THE R.O.C. INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF BENEFICIUM ORDINIS.**

#### 第十五條：權利之拋棄

出質人謹無條件、不可撤回地同意：

- (a) 免除 貴行一切提示、請求及通知之義務；
- (b) 同意 貴行得解除、替換或變更擔保；
- (c) 於本合約所擔保債務全部清償之前，不行使其代位求償權；及
- (d) 如出質人亦為保證人時，在法律許可之最大範圍內，放棄中華民國民法所賦予保證人之各項其他權益，包含（但不限於）先訴抗辯權。

16. Other Acts. The Pledgor shall, on demand and at the Pledgor's costs and expenses, make, execute, do and perform all such further documents, acts and things as the Bank shall, from time to time, require to perfect the security afforded or created or intended to be afforded or created by this Agreement and to otherwise carry out the intent hereof and to the extent applicable, including, without limitation, the conversions of the sums realized from the Instruments into the currency of the Obligations for purpose of payment to the Bank.

## 第十六條：其他行為

為完成實現本合約所規定或擬創設之擔保及其他約定，如需出質人另製作、簽署、履行其他文件、或另為其他行為（包括，但不限於將處分設質標的物所得款項兌換成各該債務之幣別，以清償借款人之債務）時，出質人應於 貴行要求時以出質人自己之費用立即為之。

17. Other Rights. The pledge of the Instruments and the Bank's rights hereunder shall be in addition to and shall not in any way be prejudiced or affected by any other collateral or guarantees provided to the Bank to secure the Obligations, by any other remedy, or by a waiver by the Bank of any remedy, security, collateral or guarantees provided to the Bank to secure the Obligations.

## 第十七條：其他權利

依本合約所設定之質權及 貴行依本合約所得行使之權利，係 貴行之額外權益，不因 貴行曾就債務另取得其他擔保、保證或因 貴行得主張或放棄其他救濟、擔保、擔保品或保證而受任何影響。

18. Notices. All notices and other communications hereunder shall be in writing delivered by hand, by mail or by fax (confirmed in writing) and shall be given at the addresses set out hereinafter or to such other address as the relevant party may notify the other in writing. Notices shall be deemed received by the Pledgor when delivered by hand, when mailed or when dispatched by fax (confirmed in writing). Notices shall be deemed received by the Bank when actually received.

## 第十八條：通知

有關本合約之連絡或通知，應以書面為之，並以派人親送、郵寄或傳真(應另以書面確認)至本合約簽名處所列之地址或當事人另行以書面通知對方之地址。送交出質人之通知應於依上列方式親送、郵寄或以傳真發送(以書面確認)時即視為已依法送達，惟任何對 貴行之通知，應以貴行實際收到後，始生送達效力。立書人確認並同意 貴行得對彼此間之電話溝通進行錄音，且此等錄音於任何雙方之爭議中，得作為證據。

## 19. Continuing Pledge.

- (a) **This Agreement and the pledge created hereunder are continuing and shall remain in full force and effect so long as any monies remain owing to the Bank with respect to the Obligations, and shall not be amended, modified or terminated without the prior written consent of the Bank.**
- (b) **This Agreement shall have a tenor of 30 years commencing from the date hereof. The Pledge shall secure any and all of the Obligations of the Pledgor/Borrower arising from the credit facilities and banking transactions during the term of this Agreement as more detailed referred to under Section 1 of this Agreement. The actual amount of the Obligations shall be finalized as of the expiry date of this Agreement; provided, that if it is otherwise required by applicable laws or regulations or otherwise agreed upon by the parties, such laws, regulations or agreements shall prevail.**

### 第十九條：持續性質權

- (a) 本合約及本合約規定之質權係其所擔保債務之持續性擔保，於對 貴行之債務完全清償之前，均繼續有效，且未經 貴行事前以書面同意，不得任意變更、修改或終止。
- (b) 本合約存續期間三十年，自本合約簽訂之日起算。 本合約之質權應擔保出質人/債務人於該存續期間內基於授信合約、授信文件等各項往來交易於現在或將來所發生或所應向質權人償付之債務，其擔保範圍詳見本合約第一條所述「債務」之內容。該等債務內容應於本合約存續期間屆滿之日確定，但法令另有規定或當事人間就各筆債務之內容另有約定者，則依其規定/約定。

20. Governing Law/Jurisdiction. This Agreement shall be governed by the laws of the R.O.C. Any dispute relating to this Agreement shall be submitted to the jurisdiction of the \_\_\_\_\_ District Court or any other courts as may be selected by the Bank.

### 第二十條：適用法律/法院管轄

本合約應適用中華民國法律之規定，有關本合約之任何爭端，應以\_\_\_\_\_地方法院或其他由 貴行選定之法院為管轄法院。

21. Successors and Assigns. This Agreement shall be binding upon the heirs, successors and assigns of the parties to this Agreement; provided, that the Pledgor may not assign or otherwise transfer its/his/her rights or obligations hereunder without the prior written consent of the Bank.

### 第二十一條：繼承人及受讓人

本合約對本合約當事人之繼承人、繼受人及受讓人亦有拘束力；但非經 貴行事前以書面同意，出質人不得將其於本合約下之權利或義務轉讓或以其他方式移轉予他人。

### 22. DISCLOSURE OF INFORMATION.

- (a) To the extent permitted or required by applicable laws or regulations, the Pledgor agrees that the Bank may from time to time, for the purposes of its operation, management, business development, credit checking, providing and marketing of financial products and services, data processing, preventing money laundering or fraud and other purposes permitted by the applicable laws and regulations and to the extent necessary, collect, process, use and (internationally) transmit any information relating to the Pledgor, the Obligations and any member of the group companies to which the Pledgor belongs, including personal data of the Pledgor, directors, supervisor, shareholders, officers and employees of the Pledgor (the "Information").
- (b) Without prejudice to the foregoing, to the extent permitted by applicable laws or regulations, the Pledgor agrees that, for the purposes mentioned above, the Bank may disclose any Information to:

- (i) any DBS Group Member (as defined below);
  - (ii) the Bank or its respective advisers, data carriers, outsourcing service providers and agents and any person providing services to any of them;
  - (iii) to any regulatory, governmental organisation of the Republic of China, Singapore or any other jurisdictions in which any DBS Group Member conducts business, pursuant to their order, request, directive with which the Bank is required to comply and/or with which the Bank in good faith believe that the Bank should comply;
  - (iv) any prospective or actual successor, assignee or transferee of, or participant in, any of the Bank's rights or obligations under this Agreement and other relevant agreements;
  - (v) to any potential acquired candidate of the Bank, or the like;
  - (vi) any person whom the Bank believes in good faith to be the Pledgor's director, partner (in the case of partnership), account signatory or legal advisor; and/or
  - (vii) the Joint Credit Information Center, Small and Medium Enterprise Credit Guarantee Fund, Financial Information Service Corporation, Taiwan Clearing House, National Credit Card Center and other correspondent financial institutions, credit agencies or government agencies
- (collectively the "Receiving Parties").

"DBS Group Member" means the Bank, its parent company and their respective branches, parent company, representative offices, agencies, subsidiaries and affiliates (including any branches or representative offices of such subsidiary or affiliate).

The Pledgor hereby waives and agrees not to invoke Article 48 of the Banking Act or any other similar laws or regulations as may be relevant to such disclosures.

- (c) The Pledgor represents and warrants that, with respect to any personal data regarding any directors, supervisors, shareholders, officers and employees of the Pledgor provided by the Pledgor to the Bank, each of the relevant persons has consented (and upon the Bank's request, the Pledgor will provide the Bank with the consent in writing) to the Bank's collection, processing, use (including without limitation disclosure to the Receiving Parties and other companies or institutions that have business relationship with the Bank) and (international) transmission of such personal and transactional information for the above mentioned purposes.

## 第二十二條：資訊揭露

- (a) 出質人同意於相關法令許可或要求下，貴行得隨時基於營運、管理、擴展業務、徵信、提供及行銷金融商品及服務、資料處理、防制洗錢或詐欺或適用法令許可之其他目的，於必要範圍內蒐集、處理、利用及(國際)傳遞任何關於出質人、債務及出質人所屬集團成員之資料包括出質人及其董事、監察人、股東、主管、職員之個人資料(合稱「資料」)。
- (b) 在不影響前項約定下，出質人同意貴行得在法令許可之範圍內及為前項所述目的，將任何資料提供或揭露予：
  - (i) 星展集團成員(定義如後)；
  - (ii) 向貴行提供專業諮詢、資料傳遞、委外作業服務或其他服務者；
  - (iii) 中華民國、新加坡及因星展集團成員從事商業活動而取得管轄權的其他國家之政府機構，且該等揭露係貴行善意相信貴行應遵守該等政府機構之命令、要求或指示而為者；

- (iv) 受讓或參與 貴行於本合約及其他合約下權利或義務之人(包括可能之受讓人及參貸人)；
  - (v) 擬向 貴行讓購資產及負債之人，以及其他擬與 貴行進行類似交易之人；
  - (vi) 貴行善意相信其為出質人之董事、合夥人(如出質人為合夥時)、有權簽章人員或法務顧問之人；及/或
  - (vii) 財團法人聯合徵信中心、財團法人中小企業信用保證基金、財金資訊股份有限公司、台灣票據交換所、財團法人聯合信用卡中心、 貴行往來金融機構、信用機構或政府機構。
- (合稱「資料收受者」)

星展集團成員指貴行暨各分行、貴行之母公司暨各分支機構、代表人辦事處、代理人、子公司與關係企業(包括任何此等子公司或關係企業之分行或代表人辦事處)。

出質人茲此放棄依據中華民國銀行法第四十八條及其他有關資訊揭露之各項相關法令下之權利。

- (c) 出質人聲明並保證，就出質人提供之出質人之董事、監察人、股東、主管、職員之個人資料，皆已取得各該董事、監察人、股東、主管、職員對 貴行蒐集、處理、利用(包括但不限於揭露給資料收受者及其他與貴行有業務往來之公司或機構)、及(國際)傳遞之同意(如經貴行要求，出質人將提供該等書面同意給 貴行)。

23. Language. This Agreement may be executed in both Chinese and English. In the event of discrepancy between the Chinese and English texts hereof, the Chinese version shall prevail.

#### 第二十三條：語言

本合約書得以中文及英文方式作成。若中文與英文版本內容有歧異時，應以中文版本為準。

24. Effective Date. This Agreement shall be effective from the date first written above.

#### 第二十四條：生效日

本合約自首揭之日起生效。

### **Confirmation and Special Terms:**

#### **出質人確認事項及個別商議條款：**

THE PLEDGOR HEREBY CONFIRMS THAT THE BANK HAS PROVIDED THE PLEDGOR WITH A REASONABLE TIME FOR REVIEW OF THIS AGREEMENT, PARTICULARLY, THE PROVISIONS WITH RESPECT TO THE PLEDGOR'S AND/OR THE BORROWER'S GUARANTEE OBLIGATIONS SECURED BY THE INSTRUMENTS, EVENTS OF DEFAULT UNDER SECTION 7, CONSEQUENCES OF DEFAULT UNDER SECTION 8, CONTINUING PLEDGE UNDER SECTION 19, INFORMATION DISCLOSURE UNDER SECTION 22, AND HAS NEGOTIATED THIS AGREEMENT WITH THE PLEDGOR AND THAT THE PLEDGOR FULLY UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO COMPLY WITH THEM.

出質人確認 貴行已給予立書人充分合理之期間審閱本合約書，並與出質人協商本合約書條款之內容。出質人充份瞭解本合約書之內容，尤其是本合約書第一條質權設定擔保範圍包括

出質人及/或借款人為第三人保證之債務、第七條違約情事、第八條違約之效果，第十九條持續性的質權及第二十二條資訊揭露，並願確實遵守。

PLEDGOR/出質人:

\_\_\_\_\_

By:

\_\_\_\_\_

Name(姓名):

Title(職稱):

Address for Notices(通訊地址):

Fax(傳真號碼):

銀行內部專用 For Bank Use Only	
對保(見證)人 :	驗印人:



SCHEDULE I

附件一

CONFIRMATION

確認書

To: DBS BANK (Taiwan) LTD (the "Bank")  
星展(台灣)商業銀行股份有限公司  
(下稱「貴行」) 惠鑒：

Date(日期): \_\_\_\_\_

Gentlemen:

Reference is made to the Pledge Agreement entered into between the undersigned and the Bank, dated as of \_\_\_\_\_ (the "Pledge Agreement").

本人／本公司曾於民國\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日與 貴行簽訂質權設定合約書（下稱「質權合約」）。

All terms used herein are used as defined in the Pledge Agreement.

本確認書用語之意義皆與質權合約之用語意義相同。

I/We hereby deliver and pledge to you the instruments as described in Annex A hereto ("New Instruments") and hereby confirm that the New Instruments shall constitute a part of the Instruments as defined in the Pledge Agreement and that all terms and conditions of the Pledge Agreement shall, effective as of the date hereof, apply to the New Instruments.

本人／本公司茲謹將詳列於附表 A 之新設質標的物（下稱「新設質標的物」）交付予貴行，本人／本公司茲謹確認該等新設質標的物應構成質權合約所述之設質標的物之一部分，並確認自本人／本公司簽訂確認書之日起，質權合約之所有條件及規定對於新設質標的物均有適用。

\*[I/ We apply to the Bank and request that the instruments as described in ANNEX B hereto ("Old Instruments") be released from the pledge and replaced with the New Instruments.]

\*〔本人／本公司向 貴行申請並要求 貴行同意以新設質標的物取代附表 B 所列之舊設質標的物（下稱「舊設質標的物」），並解除舊設質標的物之質權〕。

This confirmation shall constitute an amendment and supplement to the Pledge Agreement which shall become effective and be deemed incorporated into the Pledge Agreement as of the date of your acceptance hereof. Except as expressly provided otherwise herein, all terms and conditions of the Pledge Agreement shall remain unchanged and in full force and effect with respect to the

Instruments and the New instruments.

本確認書應構成對質權合約之修訂及增補約定，並自 貴行同意接受本確認書之日起，成為質權合約之一部份。除本確認書明示修訂之事項外，質權合約之所有條件及規定對設質標的物及新設質標的物均維持不變，並繼續有效。

\* (APPLICABLE IF NEW INSTRUMENTS ARE PROVIDED FOR REPLACEMENT OF OLD INSTRUMENTS AND THE PLEDGOR IS ALSO THE GUARANTOR)

**【I/WE HEREBY CONSENT TO THE REPLACEMENT OF THE OLD INSTRUMENTS WITH THE NEW INSTRUMENTS AND THE RELEASE OF THE OLD INSTRUMENTS FROM THE PLEDGE AND CONFIRM THAT THE GUARANTEE(S) EXECUTED BY ME/US IN YOUR FAVOUR SHALL, NOTWITHSTANDING SUCH REPLACEMENT AND RELEASE, REMAIN IN FULL FORCE AND EFFECT FOR ALL OBLIGATIONS GUARANTEED THEREBY.】**

\*(如出質人交付新設質標的物以取代舊設質標的物且出質人亦為保證人時適用)

**【本人/本公司同意前述以新設質標的物替換舊設質標的物及解除舊設質標的物之質權設定，並確認本人/本公司簽署並以貴行為受益人之保證書之下之義務不因前述設質標的物之替換及解除而受影響，均完全且繼續有效。】**

PLEDGOR/出質人: \_\_\_\_\_

By: \_\_\_\_\_

Name(姓名):

Title(職稱):

\*(APPLICABLE FOR THE GUARANTOR(S) OTHER THAN THE PLEDGOR IF NEW INSTRUMENTS ARE PROVIDED FOR REPLACEMENT OF OLD INSTRUMENTS)

**【 THE UNDERSIGNED GUARANTOR(S) HEREBY CONSENT(S) TO THE REPLACEMENT OF THE OLD INSTRUMENTS WITH THE NEW INSTRUMENTS AND THE RELEASE OF THE OLD INSTRUMENTS FROM THE PLEDGE AND CONFIRM(S) THAT THE GUARANTEE(S) EXECUTED IN YOUR FAVOUR SHALL, NOTWITHSTANDING SUCH REPLACEMENT AND RELEASE, REMAIN IN FULL FORCE AND EFFECT FOR ALL OBLIGATIONS GUARANTEED THEREBY.】**

\*(如出質人交付新設質標的物以取代舊設質標的物且出質人並非保證人時適用)

【保證人茲此同意前述以新設質標的物替換舊設質標的物及解除舊設質標的物之質權設定，並確認其簽署並以貴行為受益人之保證書之下之義務不因前述設質標的物之替換及解除而受影響，均完全且繼續有效。】

GUARANTOR(保證人): \_\_\_\_\_

By: \_\_\_\_\_

Name(姓名):

Title(職稱):

\* select as applicable

\* 適用時選取

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對保(見證)人:	驗印人:





SCHEDULE II

附件二

MAXIMUM AMOUNT ADJUSTMENT ADDENDUM

最高限額調整確認書

To: DBS BANK (Taiwan) LTD ("Bank")  
星展(台灣)商業銀行股份有限公司  
(下稱「貴行」)惠鑒：

Date(日期): \_\_\_\_\_

Gentlemen:

Reference is made to the Pledge Agreement entered into between the undersigned and the Bank, dated as of \_\_\_\_\_ (the "Pledge Agreement").

本人／本公司曾於民國 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日與 貴行簽訂質權設定合約書（下稱「質權合約」）。

All terms used herein are used as defined in the Pledge Agreement.

本確認書用語之意義皆與質權合約之用語意義相同。

I/We hereby agree to amend the Maximum Amount of the pledge as specified in Section 1 of the Pledge Agreement from \_\_\_\_\_ to \_\_\_\_\_ and hereby confirm that all terms and conditions of the Pledge Agreement shall remain effective as of the date hereof.

本人／本公司茲謹同意將質權合約第一條所約定之質權最高限額自 \_\_\_\_\_ 元調整為 \_\_\_\_\_ 元，並確認自本人／本公司簽訂確認書之日起，質權合約之所有條件及規定均繼續有效。

This confirmation shall constitute an amendment and supplement to the Pledge Agreement which shall become effective and be deemed incorporated into the Pledge Agreement as of the date of your acceptance hereof. Except as expressly provided otherwise herein, all terms and conditions of the Pledge Agreement shall remain unchanged and in full force and effect with respect to the Instruments.

本確認書應構成對質權合約之修訂及增補約定，並自 貴行同意接受本確認書之日起，成為質權合約之一部份。除本確認書明示修訂之事項外，質權合約之所有條件及規定對設質標的物均維持不變，並繼續有效。

\* (APPLICABLE IF THE PLEDGOR IS ALSO THE GUARANTOR)

**【I/WE HEREBY CONSENT TO THE ADJUSTMENT IN THE MAXIMUM AMOUNT LISTED ABOVE AND CONFIRM THAT THE GUARANTEE(S) EXECUTED BY ME/US IN**

**YOUR FAVOUR SHALL, NOTWITHSTANDING SUCH ADJUSTMENT IN THE MAXIMUM AMOUNT, REMAIN IN FULL FORCE AND EFFECT FOR ALL OBLIGATIONS GUARANTEED THEREBY.】**

\*(如出質人亦為保證人時適用)

**【本人/本公司茲此同意上述調整後之質權最高限額，並確認本人/本公司簽署並以貴行為受益人之保證書不因上開質權最高限額之調整而受影響，其原有之保證責任仍完全並繼續有效。】**

PLEDGOR/出質人: \_\_\_\_\_

By: \_\_\_\_\_

Name(姓名):

Title(職稱):

\*(APPLICABLE FOR THE GUARANTOR(S) OTHER THAN THE PLEDGOR)

**【THE UNDERSIGNED GUARANTOR(S) HEREBY CONSENT(S) TO THE ADJUSTMENT IN THE MAXIMUM AMOUNT LISTED ABOVE AND CONFIRM(S) THAT THE GUARANTEE(S) EXECUTED IN YOUR FAVOUR SHALL, NOTWITHSTANDING SUCH ADJUSTMENT IN THE MAXIMUM AMOUNT, REMAIN IN FULL FORCE AND EFFECT FOR ALL OBLIGATIONS GUARANTEED THEREBY.】**

\*(如出質人非保證人時適用)

**【保證人茲此同意上述調整後之質權最高限額，並確認其簽署並以貴行為受益人之保證書不因上開質權最高限額之調整而受影響，其原有之保證責任仍完全並繼續有效。】**

GUARANTOR(保證人): \_\_\_\_\_

By: \_\_\_\_\_

Name(姓名):

Title(職稱):

\* select as applicable

\* 適用時選取

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SCHEDULE III

附件三

NOTICE OF PLEDGE AND CONSENT

設質通知及同意書

To: [NAME OF DEPOSITORY BANK]  
[ADDRESS]

致: 【存款銀行名稱】  
【地址】

Date (日期): \_\_\_\_\_

Gentlemen:

敬啟者:

I/We hereby give you notice to inform you that pursuant to a pledge agreement dated \_\_\_\_\_, I/we (the "Pledgor") has pledged my/our following deposits with you to DBS BANK (TAIWAN) LTD (the "Pledgee"):

本人/本公司茲此通知 貴行，本人/本公司(下稱「出質人」)已依\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日所簽訂質權設定合約之規定將本人/本公司存放 貴行之下列存款設質予星辰(台灣)商業銀行股份有限公司(下稱「質權人」):

[DESCRIBE DEPOSITS]

[列明存款明細]

From the date hereof, the principal of and/or interest on such deposits shall not be paid to the Pledgor without the written consent of the Pledgee. Further, if the Pledgee informs you of exercising of its pledge over such deposits, the Pledgee may collect such amount as it demands, and you are authorized to make such payment to the Pledgee up to the aggregate of the principal of and interest on such deposits without any obligation to review as to whether or not such demand is correct.

嗣後，該項存款本息非經質權人書面同意，不得由出質人領取。又，如質權人通知貴行就設質存款行使質權時，質權人有權就該等存款向 貴行領取其所請求之金額，出質人謹此授權 貴行於不逾該等存款本息之範圍內依其請求給付，而無需就質權人所為之請求為任何審核，出質人絕無異議。

Please record such pledge in your records and sign and acknowledge as below.

謹請 貴行將該項質權之設定載入 貴行之記錄並於下面簽名確認為禱。

Acknowledged

PLEDGOR/出質人: \_\_\_\_\_

By: \_\_\_\_\_

PLEDGEE/質權人: DBS BANK (TAIWAN) LTD  
星展(台灣)商業銀行股份有限公司

By: \_\_\_\_\_

Name(姓名):

Title(職稱):

To: [ ] as Pledgor

[ADDRESS]

致: [ ]

【地址】

To: DBS BANK (TAIWAN) LTD as Pledgee

[ADDRESS]

致: 星展(台灣)商業銀行股份有限公司

【地址】

Acknowledgement:

We hereby: (1) acknowledge and consent to the foregoing deposits pledge; and  
(2) waive any right of set-off against such the Deposits.

確認:

本行茲此: (1) 確認並同意前述存款之設質; 並  
(2) 同意就該等存款放棄主張抵銷之權。

[NAME OF DEPOSITORY BANK]

[存款銀行名稱]

By: \_\_\_\_\_

Name(姓名):

Title(職稱):

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SCHEDULE IV

附件四

LETTER OF CONSENT\*

同 意 書

TO: [NAME OF ISSUER]

致：〔發行機構〕

Date(日期): \_\_\_\_\_

I/We hereby give you notice that pursuant to a pledge agreement dated as of \_\_\_\_\_, \_\_\_\_\_, the following Instruments and any and all dividends/interest (whether in stock, cash or otherwise) thereon have been pledged by \_\_\_\_\_ (the "Pledgor") to DBS BANK (TAIWAN) LTD (the "Pledgee"). From the date hereof, all such dividends/interest shall not be paid to the Pledgor without the Pledgee's written consent.

本人/本公司茲謹通知 \_\_\_\_\_ (下稱「出質人」)已依 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日所簽訂之質權設定合約書之規定，將下列設質標的物及其所有之股利/股息(不論係股票、現金或其他形式)設質予星展(台灣)商業銀行股份有限公司(下稱「質權人」)。此後，該等股利/股息非經質權人書面同意，不得由出質人領取。

INSTRUMENTS

設質標的物

Please register/record the pledge of the Instruments in the Shareholder/Beneficial Owner Register, if applicable.

請登記/記錄上述設質標的物之質權於股東/受益權人名簿(若可適用時)。

PLEDGOR/出質人: \_\_\_\_\_

By: \_\_\_\_\_

PLEDGEE/質權人: DBS BANK (TAIWAN) LTD  
星展(台灣)商業銀行股份有限公司

By: \_\_\_\_\_

Name(姓名):

Title(職稱):

To: [ ] as Pledgor  
[ADDRESS]

致: [ ]  
【地址】

To: DBS BANK (TAIWAN) LTD as Pledgee  
[ADDRESS]

致: 星展(台灣)商業銀行股份有限公司  
【地址】

Agreed and Accepted

We hereby acknowledge receipt of the above notice and consent to the pledge contained therein, \*[and confirm that such pledge has been duly registered/recorded in the Shareholder/Beneficial Owner Register.]

同意並接受

本公司茲確認收到上述通知並同意上述質權之設立，\*〔並確認上述質權已登記/記錄於股東/受益權人名簿〕。

ISSUER(發行機構): \_\_\_\_\_

By: \_\_\_\_\_

Name(姓名):

Title(職稱):

\* Please note that the issuer/transfer agent may require use of their own standard form in lieu of this document.

\* 請注意發行機構/過戶代理人得要求使用其制式格式而不使用本文件。

\* select as applicable

\* 適用時選取

銀行內部專用 For Bank Use Only	
對保(見證)人:	驗印人: