

星展銀行  DBS

動產抵押契約
Chattel Mortgage Agreement

動產抵押契約 Chattel Mortgage Agreement

立約人_____（下稱「抵押義務人」），茲提供後附動產抵押標的物明細表所列全部動產（下稱「抵押物」），設定第一順位

- _____元之動產抵押權
- 最高限額_____元之動產抵押權

予星展(台灣)商業銀行股份有限公司（包括其總行、各分行及其繼承人及受讓人，下稱「抵押權人」），擔保_____（下稱「債務人」）因下列事項所應對抵押權人履行之各項債務：

- _____
- 於過去現在及未來之貸款或其他各種授信契約、透支契約、票據、信用狀及／或各項委任保證契約等

該等債務包括本金、利息、手續費、遲延利息、違約金、實行抵押權之費用、及抵押義務人/債務人違反契約之損害賠償等各項債務及應付款項(以下合稱「擔保債務」)，**該項擔保債務應**

- 包括
- 不包括

抵押義務人/債務人為第三人保證所發生之債務。

THE UNDERSIGNED, _____ (THE "MORTGAGOR"), HEREBY GRANTS TO DBS BANK (TAIWAN) LTD (INCLUDING ITS HEAD OFFICE, BRANCHES, SUCCESSORS AND ASSIGNS, THE "MORTGAGEE") A FIRST PREFERRED

- CHATTEL MORTGAGE IN THE AMOUNT OF _____
- MAXIMUM AMOUNT CHATTEL MORTGAGE IN THE MAXIMUM OF UP TO _____

OVER ALL OF THE MOVABLE PROPERTY SPECIFIED IN THE LIST OF CHATTEL MORTGAGE OBJECTS (THE "MORTGAGED PROPERTY") AS SECURITY FOR THE INDEBTEDNESS OF _____ (THE "DEBTOR") TO THE MORTGAGEE WITH RESPECT TO:

- _____
- ANY EXISTING OR FUTURE LOAN OR OTHER CREDIT AGREEMENTS, OVERDRAFT AGREEMENTS, NEGOTIABLE INSTRUMENTS, LETTERS OF CREDIT

AND/OR COUNTER INDEMNITY AGREEMENTS, ETC.

INCLUDING, WITHOUT LIMITATION, PRINCIPAL, INTEREST, FEES, DEFAULT INTEREST, PENALTIES, ENFORCEMENT EXPENSES AND COMPENSATION FOR DAMAGES ARISING FROM THE DEBTOR'S OR MORTGAGOR'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER OR WITH RESPECT TO THE FOREGOING (COLLECTIVELY, THE "INDEBTEDNESS").

THE INDEBTEDNESS

- SHALL
- SHALL NOT

INCLUDE INDEBTEDNESS ARISING OUT OF GUARANTEE BY THE MORTGAGOR/THE DEBTOR TO SECURE THE OBLIGATIONS OF THIRD PARTIES.

抵押義務人並願遵守下列規定：

The Mortgagor agrees to observe and perform the terms and conditions set out below:

- 一、授信文件：抵押義務人及（或）債務人應依抵押義務人及(或)債務人就擔保債務所出具之各項有關文件(下稱「授信文件」)之規定向抵押權人償付本息、給付費用及履行債務，並同意擔保債務之利息、手續費、遲延利息及違約金應分別按該等授信文件之規定計算及依其所規定之方式及時間給付。該等授信文件應視為本契約書之一部分。

Credit Documentation. The Mortgagor and/or the Debtor shall make the payments and perform the obligations to the Mortgagee in accordance with the relevant documentation executed by the Mortgagor and/or the Debtor with respect to the Indebtedness ("Credit Documentation"), and agrees that interest, fees, default interest and/or penalties with respect to the Indebtedness shall be calculated at the rates specified in, and be paid as and when required by, the relevant Credit Documentation which is incorporated herein by reference and made a part hereof.

- 二、監督：抵押義務人同意，抵押權人得監督由本抵押權所擔保相關授信資金之用途及抵押物之狀況，抵押權人認為必要時，亦得檢查抵押義務人之業務及財務狀況，但抵押權人並無為該等監督及檢查之義務。抵押義務人並應依抵押權人要求，隨時提供有關其業務、財務及抵押物狀況之報告或報表。

Supervision. The Mortgagor agrees to accept such supervision as may be exercised by the Mortgagee with respect to the use of the credit secured hereunder and the Mortgaged Property and such inspection of the business and financial condition of the Mortgagor as the Mortgagee deems necessary or appropriate; provided, that the Mortgagee shall be under no obligation to exercise such supervision or inspection. The Mortgagor shall immediately upon request of the Mortgagee furnish to the Mortgagee such reports and/or statements as the Mortgagee may require regarding its business or financial condition and

the status of the Mortgaged Property.

- 三、登記：抵押義務人及抵押權人應即會同向主管機關辦理抵押物第一順位動產抵押權之設定登記。抵押義務人應依抵押權人之要求，負責在抵押物上烙印或粘貼標籤，並隨時加以維護。其因登記及烙印或粘貼標籤所生之費用，概由抵押義務人負擔。如抵押權人為保護其在本契約下之權益，認為有必要就前述登記或抵押物所有權登記為任何變更時，抵押義務人應即依抵押權人要求辦理。

Registration. The Mortgagor and the Mortgagee shall forthwith jointly file an application with the competent authority for registration of creation of a first priority chattel mortgage(s) over the Mortgaged Property. The Mortgagor shall immediately affix, and at all times maintain, such plaques or other markings on the Mortgaged Property as the Mortgagee may require. All expenses incurred with respect to such registrations and affixation shall be for the sole account of the Mortgagor. The Mortgagor shall, on demand by the Mortgagee, make such amendments to the foregoing registrations and/or to any registration of its ownership of the Mortgaged Property as the Mortgagee may from time to time deem necessary or appropriate to protect the Mortgagee's interests hereunder.

- 四、所有權：抵押義務人聲明並保證，抵押物為其完全且合法所有，並無他人之權利、請求、租賃權或擔保利益存在。如日後因抵押物或抵押義務人對抵押物之所有權而發生糾葛時，抵押義務人應確保抵押權人不受損害，並負責補償抵押權人因此所受之損失。

Ownership. The Mortgagor represents and warrants to the Mortgagee that the Mortgaged Property is wholly and legally owned by the Mortgagor free and clear of any rights, claims, leases or security interests. The Mortgagor shall hold harmless and indemnify the Mortgagee from and against any dispute regarding the Mortgaged Property and/or the Mortgagor's ownership thereof.

- 五、抵押物：抵押義務人應隨時(a)按製造商之使用維修說明善加維護抵押物，及(b)以適當方式使用抵押物確保抵押物維持適當運作。抵押物如有毀損或滅失時，抵押義務人應即以書面通知抵押權人。抵押物如毀損或其價值減少時，一經抵押權人要求，抵押義務人應即還清擔保債務及其他依授信文件下所應付已到期或將到期之款項，或依抵押權人要求，提供形式、內容及金額經抵押權人認可之其他擔保品。抵押義務人非先經抵押權人書面同意，不得將抵押物出賣、移轉、轉讓、出租、再設定抵押，或就其設定其他負擔或權利予他人或允許該等負擔存在。抵押義務人同意，抵押權人為保護或保全抵押物或其抵押權益得(但無義務)隨時為抵押權人認為必要之行為，包括(但不限於)加派警衛、暫時占有抵押物或將抵押物搬移他處保管等，其費用由抵押義務人負擔。

Mortgaged Property. The Mortgagor shall at all times (a) maintain the Mortgaged Property in good repair in accordance with manufacturers' specifications and (b) cause the Mortgaged Property to be properly operated. The Mortgagor shall immediately notify the Mortgagee in writing of the destruction of, or any damage to, any of the Mortgaged Property. If the Mortgaged Property is destroyed or damaged or the value thereof declines, the Mortgagor shall immediately repay the Indebtedness and all other sums due or to become due to the Mortgagee under the Credit Documentation or otherwise or, at the option of the Mortgagee, provide substitute or additional security in form, substance and

amount satisfactory to the Mortgagee. The Mortgagor shall not, without the prior written consent of the Mortgagee, sell, assign, transfer, lease, or create any subordinated mortgage on or create or permit any other encumbrance or lien over any of the Mortgaged Property. The Mortgagor agrees that the Mortgagee may (but shall not be obligated to) at any time and from time to time and at the Mortgagor's cost and expense, take such actions as the Mortgagee deems necessary or appropriate to protect or preserve the Mortgaged Property and/or the Mortgagee's mortgage rights therein including without limitation the posting of guards, sequestering of the Mortgaged Property and/or removal thereof for safe keeping.

- 六、稅捐：凡與抵押物之保管、使用、維修相關之稅捐、關稅、規費及其他費用，概應由抵押義務人負責，並應按期繳付。

Taxes. The Mortgagor shall be solely responsible for, and shall at all times pay when due, all taxes, customs duties, levies and imposts on, and all expenses incurred with respect to, the custody, use, maintenance and/or repair of the Mortgaged Property.

- 七、裝置地點：抵押物應依抵押權人之指定，裝置於_____。

抵押物非經抵押權人事前書面同意，不得移置他處。

Location. The Mortgaged Property shall be kept and installed, as designated by the Mortgagee, at _____. The Mortgagor shall not change the location of any of the Mortgaged Property without the Mortgagee's prior written consent.

- 八、保險：抵押義務人應自行負擔費用，隨時依抵押權人指定之保險種類、金額及保險人就抵押物投保保險，指定抵押權人為受益人，並將收取保險給付之權利移轉予抵押權人。其保險金之給付權利，茲此讓與抵押權人。保險單應明文規定非先經抵押權人事前書面同意，不得變更受益人，保險內容不得修改，且保單不得因未付保費或其他事由而終止或取消，但其於十四日前已先以書面通知抵押權人，使抵押權人有機會補改正終止或取消之原因者，不在此限。抵押義務人應儘速將一切有關之保單及保費收據，交抵押權人保管。保費或其他抵押義務人應支付保險人之款項，如未支付，抵押權人得（但無義務）代抵押義務人繳付，而後請求抵押義務人償還，抵押義務人應於接獲抵押權人要求時立即償還，並應自抵押權人代繳付之日起至抵押義務人償還之日止，依有關授信文件所訂之利率加計利息。該項償還墊款及付息之義務，亦應由本動產抵押予以擔保。如任何抵押物毀損而保險人拒絕或遲延理賠（不問其原因為何）或理賠金額不足或可能不足彌補損失時，抵押義務人應即還清擔保債務本息、遲延利息、違約金及其他依授信文件所應付款項，或依抵押權人之要求，提供形式、內容及金額經抵押權人認可之其他擔保品。

Insurance. The Mortgagor shall, at its own cost and expense, cause the Mortgaged Property to be at all times insured against such risks, in such amounts and with such insurer(s) as shall be designated by the Mortgagee, irrevocably naming the Mortgagee as loss payee thereon, the proceeds of which insurance are hereby assigned to the Mortgagee. Such policies of insurance shall expressly state that the loss payee may not be changed, or the policy otherwise amended, without the Mortgagee's prior written consent and that such

policies may not be cancelled for non-payment of premium or otherwise without at least fourteen (14) days prior written notice to the Mortgagee and opportunity given to the Mortgagee to rectify the cause for cancellation. The Mortgagor shall promptly deliver all relevant insurance policies and premium receipts to the Mortgagee for custody. In the event of non-payment of premiums or other sums due from the Mortgagor to the insurer(s), the Mortgagee may (but shall not be obligated to) pay such premiums or other sums on behalf of the Mortgagor. The Mortgagor shall reimburse the Mortgagee for any premium or other sum so paid, on demand, together with interest thereon from date of payment by the Mortgagee to date of reimbursement by the Mortgagor to the Mortgagee at the rate specified in the relevant Credit Documentation. Such obligation to reimburse the Mortgagee and to pay interest shall be secured by the chattel mortgages created hereunder. In the event that any of the Mortgaged Property is damaged or destroyed and the insurer refuses or delays, for whatever reason, to make indemnification or the indemnification is or may be insufficient to cover the loss, the Mortgagor shall immediately repay the Indebtedness and interest accrued thereon, default interest, penalties and all other sums then due hereunder, under the Credit Documentation or otherwise or, at the Mortgagee's option, provide substitute or additional security in form, substance and amount satisfactory to the Mortgagee.

九、違約：有下列情事之一發生時，抵押權人或其指定之代理人得隨時進入抵押義務人之處所，即時占有抵押物之全部或一部，且將之搬離抵押義務人之處所，而無須再通知抵押義務人，或徵得其同意：

- (a) 有授信文件所定義之違約情事發生，或抵押權人依其與抵押義務人間之合約或授信文件之規定有權行使抵押權時；
- (b) 抵押義務人未按期支付與抵押物有關之稅捐、關稅、費用或其他負債時；
- (c) 任何抵押物被搬移、出賣、設質、移轉、出租或以其他方式被處分，而未先徵得抵押權人之書面同意時；
- (d) 為表彰本契約下之動產抵押而在抵押物上所為之烙印或粘貼之標籤，被遮蔽或除去時；或
- (e) 抵押物之全部或一部毀損、滅失或被留置、沒收或公用徵收，或其價值顯著減少時。

Default. Upon the occurrence of any of the following events, the Mortgagee or its designated agents may take immediate possession of the Mortgaged Property or any portion thereof and remove same from the Mortgagor's premises without further notice to, or consent of, the Mortgagor and may enter upon the premises of the Mortgagor at any time to carry out the foregoing possession and removal:

- (a) there shall occur an Event of Default under and as defined in the Credit Documentation or the Mortgagee shall otherwise become entitled to realize upon the Mortgaged Property under the Credit Documentation or any other agreement between the Mortgagee and the Mortgagor;

- (b) the Mortgagor shall default in making payment when due of any taxes, customs duties, fees or other indebtedness related to the Mortgaged Property;
- (c) any of the Mortgaged Property shall be removed, sold, pledged, transferred, leased or otherwise disposed of without the Mortgagee's prior written consent;
- (d) any plaque or other marking affixed to the Mortgaged Property evidencing the chattel mortgages created hereunder shall be obstructed or removed; or
- (e) the Mortgaged Property or any portion thereof shall be damaged, lost, retained, confiscated or appropriated for public use or its value shall be substantially diminished.

占有或搬離抵押物所生之損害及費用，悉由抵押義務人負擔。如抵押義務人或第三人拒絕將抵押物交付抵押權人時，抵押權人得依動產擔保交易法第十七條之規定，逕向法院聲請強制執行。抵押權人占有抵押物後，抵押義務人或第三人如在抵押權人占有抵押物後之十日內付清擔保債務之款項，及其他依本契約及授信文件應付抵押權人之款項，並償還抵押權人占有、存放抵押物之費用者，得回贖抵押物；但抵押權人認為抵押物有敗壞或其價值有減少而足以危及抵押權人之抵押權之虞，或其維護費用過鉅者，抵押權人得於占有後立即出賣或以他法處分之。如抵押義務人或第三人未在前述十日期間內，支付上述款項，回贖權即消滅，抵押權人得隨時變賣、拍賣或以其他法律許可之方式處分抵押物。抵押義務人茲此承諾：(i)與抵押權人及抵押物拍賣或變賣之買受人（下稱「買受人」）合作，簽署一切必要之文件，為一切必要之申請，俾買受人辦理抵押物所有權之登記；(ii)履行與將抵押物移轉與買受人有關之各項義務。處分抵押物所得之價款，應先扣除抵押權人因出售抵押物所發生之費用，再依授信文件規定抵付清償擔保債務本息、遲延利息、違約金及依本契約及授信文件所應向抵押權人償付之成本及費用；於抵押權人為抵押義務人所承擔之或有負債（下稱「或有負債」）屆期之前，抵押權人得留置上述款之全部或一部。如該價款不足支付上述已到期或將到期款項及抵押權人之或有負債時，抵押義務人應即向抵押權人付款補足差額。抵押物拍賣或變賣時，抵押權人得參加投標或應買該出賣之抵押物之全部或一部，嗣後如抵押權人就其應買之抵押物再為處分，其盈虧概與抵押義務人無關。

Any damage suffered or expenses incurred in connection with the possession and removal of the Mortgaged Property shall be borne solely by the Mortgagor. In the event that the Mortgagor or any third party shall refuse to deliver the Mortgaged Property to the Mortgagee, the Mortgagee may apply to the court for compulsory execution DIRECTLY pursuant to Article 17 of the Chattel Secured Transactions Law. Upon the Mortgaged Property coming under the Mortgagee's control, the Mortgagor or any third party may redeem the Mortgaged Property upon full payment of the Indebtedness and all other sums due to the Mortgagee hereunder and under the Credit Documentation within ten (10) days after the Mortgagee's taking possession of the Mortgaged Property and upon reimbursement to the Mortgagee of all costs and expenses incurred by the Mortgagee in the taking of possession and storage of the Mortgaged Property; provided, that the Mortgagee may sell or otherwise dispose of the Mortgaged Property immediately upon taking possession thereof if the

Mortgagee determines that the Mortgaged Property may perish or its value depreciate to an extent sufficient to endanger the Mortgagee's mortgage rights or if the cost of maintaining the Mortgaged Property is, in the Mortgagee's judgment, excessively high. If the Mortgagor or any third party fails to tender the above payment within said ten (10) day period, all rights of redemption shall expire and the Mortgagee may dispose of the Mortgaged Property by private or public sale or otherwise as permitted by law. The Mortgagor hereby undertakes that it shall (i) cooperate with the Mortgagee and the party or parties which purchase the Mortgaged Property through public auction or by private sale ("the Purchaser") by executing all documents and filing all applications necessary for the registration of such Purchaser as owner of the Mortgaged Property; and (ii) fulfill any and all obligations arising from or in connection with the transfer of the Mortgaged Property to the Purchaser. The proceeds from any sale of the Mortgaged Property shall, after deduction of all costs and expenses incurred by the Mortgagee in making such sale, be applied to the repayment of the Indebtedness, interest, default interest, penalties and all other costs and expenses owing to the Mortgagee hereunder, under the Credit Documentation or otherwise, and/or may be held in whole or in part by the Mortgagee pending the expiry of any contingent liability undertaken by the Mortgagee for the account of the Mortgagor ("Contingent Liabilities"). In the event that such sales proceeds are insufficient to cover all sums due or to become due to the Mortgagee, plus the Mortgagee's potential liability under the Contingent Liabilities, the Mortgagor shall immediately pay to the Mortgagee the balance thereof. At any sale of the Mortgaged Property, the Mortgagee may bid for or purchase the whole or part of the Mortgaged Property so sold without liability to account to the Mortgagor with respect to any subsequent income earned therefrom or disposal thereof.

十、徵收：抵押義務人茲此授權抵押權人於抵押物之全部或一部被徵收，或因其他事故發生而得請求補償時，得直接向有關主管機關領取補償。抵押權人得以補償費支付擔保債務，亦得於或有負債屆期之前留置補償費。

Expropriation. The Mortgagor hereby authorizes the Mortgagee to directly apply for compensation from the relevant authorities if all or any part of the Mortgaged Property is expropriated or if, for any other reason, any claim for compensation arises from the Mortgaged Property. The proceeds from any such compensation may be applied by the Mortgagee to the payment or prepayment of the Indebtedness and/or may be held pending expiry of the Contingent Liabilities.

十一、代理人：關於處分抵押物及其他事項，抵押義務人茲此無條件授權抵押權人為其代理人，該授權於本契約規定之擔保債務本息、手續費、遲延利息、違約金及損害賠償未付清且各或有負債未清償前，不得撤回。其處分抵押物之方法、時間、價金及其他一切條款，得由抵押權人全權決定，抵押義務人同意不就此提出任何異議。

Attorney-in-fact. The Mortgagor hereby irrevocably and unconditionally authorizes the Mortgagee to act as its attorney-in-fact, without limitation, in all matters pertaining to

the disposition of the Mortgaged Property so long as the Indebtedness, interest, fees, overdue interest, penalty charges and damages described in this Agreement are not yet fully paid and repaid and/or any Contingent Liabilities remains outstanding. The method, timing, price and all other terms and conditions of such disposition shall be at the sole discretion of the Mortgagee, and the Mortgagor hereby waives any and all rights it may have to raise objection thereto.

- 十二、費用：抵押權人所墊付抵押義務人依本契約應支付之費用，或抵押義務人依本契約所應向抵押權人償付之費用，均屬本契約之擔保債務，由本契約之動產抵押予以擔保。

Expenses. Any expenses and fees payable by the Mortgagor hereunder which are advanced by the Mortgagee, and all fees reimbursable by the Mortgagor hereunder, shall be deemed Indebtedness for all purposes hereof and shall be secured by the chattel mortgages created hereunder.

- 十三、收益：抵押物於抵押權人占有後，如其價值增加，或因使用或占有而有收益時，抵押權人得以之清償擔保債務及抵押義務人依本契約及授信文件所應付抵押權人之債務，抵押權人於或有負債屆期前，亦得予以留置。

Income. Any increase in value of, or any income arising from the use or possession of, the Mortgaged Property subsequent to the possession of the Mortgaged Property by the Mortgagee may be used by the Mortgagee to discharge the Indebtedness and all other obligations of the Mortgagor to the Mortgagee hereunder, under the Credit Documentation or otherwise and/or may be held pending expiry of Contingent Liabilities.

- 十四、轉讓：本契約效力及於抵押義務人之繼承人、受讓人、法定代理人、受託人、破產管理人、遺產管理人、重整人及清算人，但抵押義務人非先經抵押權人書面同意，不得移轉其在本契約下之權利義務。抵押權人得於通知抵押義務人（但無須得其同意）後，將抵押權人於本契約下之權利及各相關權益移轉予受讓對擔保債務之請求權之人。

Assignment. This Agreement shall be binding upon the respective successor(s), assigns, legal representative(s), trustee(s), receiver(s), administrator(s), reorganizer(s) and liquidator(s) of the Mortgagor; provided, that the Mortgagor may not assign its rights or liabilities under without the prior written consent of the Mortgagee. The Mortgagee may, upon notice to but without the consent of the Mortgagor, assign or transfer any or all of its rights, benefits and entitlements hereunder to any assignee of the Indebtedness and/or this Mortgage, such assignee/transferee shall be entitled to the full rights of this Agreement and all benefits and entitlements hereunder.

- 十五、準據法：本契約及依其設定之動產抵押權，應以中華民國之法律為準據法。關於本契約之爭議，立約人同意由台灣台北地方法院管轄，但抵押權人亦得選定由抵押物所在地之地方法院管轄。抵押權人為保障其於本契約下之權利及行使抵押權所生之律師費、訴訟費及其他相關費用，於抵押權人請求抵押義務人償還時，抵押義務人應立即償還。

Governing Law. This Agreement and the chattel mortgages created hereunder shall

be construed in accordance with the laws of the Republic of China. The parties hereto agree that the _____ District Court, or, at the option of the Mortgagee, the district court having jurisdiction over the place where the Mortgaged Property is located, shall be the court having jurisdiction over this Agreement. The Mortgagor shall reimburse the Mortgagee, on demand, for all lawyers' fees, court fees and other costs incurred by the Mortgagee in protecting its rights hereunder and in realizing on the Mortgaged Property.

十六、其他事項：本契約未盡約定事宜，悉依中華民國有關法令及銀行業之慣例處理。

Other Matters. All matters not specifically covered hereby shall be governed by relevant laws, regulations and established practices of banking institutions in the Republic of China.

十七、文字：本契約得同時以中文及英文做成，但中文與英文之內容有不一致時，以中文內容為準。

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

十八、其他文件：為達成本契約之意旨，抵押義務人同意更為其他行為，簽署其他文件，並以其他方式與抵押權人充分合作。

Other Documents. The Mortgagor agrees to do all such further acts, to execute all such further documents and to otherwise fully cooperate with the Mortgagee in carrying out the intent of this Agreement.

十九、鑑價：抵押權登記文件所示各抵押物之價值，僅供計算登記費參考之用，各抵押物均為擔保債務、本契約及授信文件各款項之共同擔保，抵押權人得以處分任一抵押物所得之全部款項清償上述債務。

Valuation. The individual mortgage values shown on any registration shall be considered merely for reference in the calculation of registration fees, and each item of Mortgaged Property shall be considered security for the full amount of the Indebtedness and all other sums due hereunder, under the Credit Documentation or otherwise and the Mortgagee may apply the full proceeds from the sale of any one such item toward repayment and payment thereof.

二十、非棄權：抵押權人未行使或遲延行使其在本契約或任何抵押義務人與抵押權人間簽立其他文件下之權利或求償權，並不表示放棄該權利或求償權。如抵押權人僅部份行使該等權利或求償權，並不表示其不得再行使或進一步行使其他權利或求償權。

Non-Waiver. Neither the failure nor any delay by the Mortgagee in exercising or enforcing any right, power or remedy under this Agreement or any document or instrument executed by and between the Mortgagor and the Mortgagee 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.

二十一、資訊揭露：抵押義務人同意於相關法令許可或要求下，抵押權人得隨時基於營運、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)傳遞任何關於抵押義務人、保證債務及抵押義務人所屬集團成員之資料，包括抵押義務人及其董事、監察人、股東、主管、職員之個人資料(合稱「資料」)。

在不影響前項約定下，抵押義務人同意抵押權人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：

- (a) 星展集團成員(定義如後)；
 - (b) 向抵押權人提供專業諮詢、資料傳遞、委外作業服務或其他服務者；
 - (c) 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國家之政府機構，且該等揭露係抵押權人善意相信銀行應遵守該等政府機構之命令、要求或指示而為者；
 - (d) 受讓或參與抵押權人於本保證書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)；
 - (e) 擬向抵押權人讓購資產及負債之人，以及其他擬與抵押權人進行類似交易之人；
 - (f) 抵押權人善意相信其為抵押義務人之董事、合夥人(如抵押義務人為合夥時)、有權簽章人員或法務顧問之人；及/或
 - (g) 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、抵押權人往來金融機構、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)。

抵押義務人茲此放棄依據中華民國銀行法第四十八條或其他類似之法令、規則、行政命令規定得反對該等揭露之權利。

抵押義務人聲明並保證，就抵押義務人提供之抵押義務人之董事、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、職員對抵押權人蒐集、處理、利用(包括但不限於揭露給資料收受者及其他與抵押權人有業務往來之公司或機構)、及(國際)傳遞之同意(如經抵押權人要求，抵押義務人將提供該等書面同意給抵押權人)。

Information Disclosure. To the extent permitted or required by applicable laws or regulations, the Mortgagor agrees that the Mortgagee 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 Mortgagor, the Indebtedness and any member of the group companies to which the Mortgagor belongs, including personal data of the Mortgagor, directors, supervisor, shareholders, officers and employees of the Mortgagor (the "Information").

Without prejudice to the foregoing, to the extent permitted by applicable laws or regulations, the Mortgagor agrees that, for the purposes mentioned above, the Mortgagee may disclose any Information to:

- (a) any DBS Group Member (as defined below) ;
- (b) the Mortgagee or its advisers, data carriers, outsourcing service providers and agents and any person providing services to any of them;
- (c) to any regulatory, governmental organisation of the Republic of China, Singapore or any other jurisdictions in which any DBS Group Member conduct business, pursuant to their order, request, directive with which the Mortgagee is required to comply and/or with which the Mortgagee in good faith believe that the Mortgagee should comply;
- (d) any prospective or actual successor, assignee or transferee of, or participant in, any of the Mortgagee's rights or obligations under this Agreement and other relevant agreements;
- (e) to any potential acquired candidate of the Mortgagee, or the like;
- (f) any person whom the Mortgagee believes in good faith to be the Mortgagor's director, partner (in the case of partnership), account signatory or legal advisor; and/or
- (g) 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 Mortgagee, its parent company and their respective branches, representative offices, agencies, subsidiaries and affiliates (including any branches or representative offices of such subsidiary or affiliate).

The Mortgagor hereby waives and agrees not to assert the provisions of Article 48 of the R.O.C. Banking Law or any other like laws, regulations or directives as may be relevant to such disclosures.

The Mortgagor represents and warrants that, with respect to any personal data regarding any directors, supervisors, shareholders, officers and employees of the Mortgagor provided by the Mortgagor to the Mortgagee, each of the relevant persons has consented (and upon the Mortgagee's request, the Mortgagor will provide the Mortgagee with the consent in writing) to the Mortgagee's collection, processing, use (including without limitation disclosure to the Receiving Parties and other companies or institutions that have business relationship with the

Mortgagee) and (international) transmission of such personal and transactional information for the above mentioned purposes.

二十二、期限：本契約有效期限_____年，自本契約簽訂之日起至中華民國_____年_____月_____日止。

Term. This agreement shall valid for a period of _____ years commencing from the date hereof and ending on _____, _____.

抵押義務人確認事項及個別商議條款：

Confirmation and Special Terms:

抵押義務人確認抵押權人給予抵押義務人充分合理之期間審閱本約定書，並與抵押義務人協商本契約之內容。抵押義務人充份瞭解本契約之內容，尤其是本契約抵押權設定擔保範圍包括抵押義務人/債務人為第三人保證之債務、第九條違約情事及第二十一條資訊揭露之全部規定，並願確實遵守。

THE MORTGAGOR HEREBY CONFIRMS THAT THE MORTGAGEE HAS PROVIDED THE MORTGAGOR WITH A REASONABLE TIME FOR REVIEW OF THIS AGREEMENT, PARTICULARLY, THE PROVISIONS WITH RESPECT TO THE MORTGAGOR'S/THE DEBTOR'S GUARANTEE OBLIGATIONS SECURED BY THE INSTRUMENTS, EVENTS OF DEFAULT UNDER SECTION 9 AND INFORMATION DISCLOSURE UNDER SECTION 21, AND HAS NEGOTIATED THIS AGREEMENT WITH THE MORTGAGOR AND THAT THE MORTGAGOR FULLY UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO COMPLY WITH THEM.

Date: _____

立約日期： 中華民國_____年_____月_____日

抵押義務人：

THE MORTGAGOR:

By:

代表人姓名：

Name:

職稱：

Title:

通知地址：

Address for Notice:

抵押權人：
THE MORTGAGEE:

星展(台灣)商業銀行股份有限公司
DBS BANK (TAIWAN) LTD

By:

代表人姓名：
Name:

職稱：
Title:

通知地址：
Address for Notice:

本公司／本人茲瞭解：抵押義務人業已依本公司／本人之請求設定上述抵押權予抵押權人，以擔保前述擔保債務。

We, the undersigned, hereby acknowledge that the foregoing has been provided to the Mortgagee at our request in order to secure the Indebtedness as specified in the above.

債務人：
THE DEBTOR:

By:

姓名：
Name:

職稱：
Title:

附表

ATTACHMENT

動產抵押標的物明細

LIST OF CHATTEL MORTGAGE OBJECTS