



授信往來與交易總約定書

Standard Terms and Conditions

Governing Facilities Granted by

and Transactions entered into with DBS Bank (Taiwan) Ltd

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and Transactions entered into with DBS Bank (Taiwan) Ltd ("DBS Bank")
("Standard Conditions")
星展（台灣）商業銀行股份有限公司（下稱「貴行」）
授信往來與交易總約定書
（下稱「本約定書」）

A. GENERAL TERMS AND CONDITIONS 一般條款及條件

1. **Undertakings** So long as any monies are owing or are to be advanced under the Facility Documents and/or so long as any Transaction is outstanding and in force:

承諾事項 於授信文件下尚有任何積欠款項或待動撥款項時，及/或於任何交易仍有效而未結之期間內：

- (a) **Obligations to rank *pari passu***: The Borrower must, and will procure that each other Obligor must, ensure that its obligations under the Facility Documents are unconditional and unsecured and will at all times rank at least *pari passu* with all its other unsecured and unsecured obligations (except for such obligations mandatorily preferred by law).

債務之同等受償順序： 借款人應保證並將確保其他各債務人亦應保證其依授信文件所負者為不附任何條件之非次順位債務，且不論何時，其受償順序至少應與其他無擔保之非次順位債務同（除依法享有法定優先權外）。

- (b) **Negative pledge**: The Borrower must not, and will ensure that none of its Affiliates will, create or permit to subsist any debenture, mortgage, charge, pledge, lien or other encumbrance or any other agreement or arrangement having substantially the same effect on its assets or factor any of its accounts receivables.

反面擔保： 借款人不得並將確保其任何關係企業亦不會發行任何債券、設定任何抵押權、質權、留置權或其他負擔、或對其資產具有實質上相同效果之其他任何契約或安排，或辦理任何應收帳款之承購，亦不會允許該等情事之存在。

- (c) **Restrictions on disposals**: The Borrower must not, and will ensure that none of its Affiliates will, sell, transfer, lease out or dispose of a substantial part of its assets which, either alone or when aggregated with all other disposals required to be taken into account under this paragraph, is substantial in relation to its assets, or those of itself and its Affiliates taken as a whole, or the disposal of which (either alone or when so aggregated) could have a material or adverse effect on it.

處分之限制： 借款人不得並將確保其任何關係企業亦不會出售、移轉、出租或處分其主要部分之資產，而該處分行為本身或與其他依本項規定應納入考量之所有處分行為合計後，對借款人之資產或其與關係企業之整體資產而言，係屬重大者；或該等資產之處分（不論就其本身或如前述合計後）對借款人有重大或不利影響之虞者。

- (d) **Furnishing of Information**:
資訊提供：

- (1) The Borrower will deliver to DBS Bank (i) certified true copies of each Obligor's audited and (if applicable) consolidated financial statements for each of such Obligor's financial year as soon as the same are available but not later than 180 days after the end of such Obligor's financial year; and (ii) promptly, any other information and/or documents as DBS Bank may require; and (iii) promptly, the most current version or updated information thereof, in case of any change or amendment to such documents or information.

借款人應向貴行交付：(i)於可得時儘速交付各債務人聲明與正本相符之各財務年度經查核簽證之合併（如有適用）財務報表影本，惟最遲不得逾該債務人財務年度終了後 180 日；(ii)立即提供貴行所要求之其他任何資訊及/或文件；及(iii)於該等文件或資訊有任何變更或修訂時，立即提供其最近版本或更新資訊。

- (2) The Borrower shall immediately notify DBS Bank in writing upon the occurrence of any change to its name, registered business address, business organization, responsible person, registered chops with Ministry of Economic Affairs or authorized signatures, the appointment or the scope of authority or power of the legal representative of the Borrower. Any such change will not be effective against DBS Bank unless notice of such change is duly served on DBS Bank.

借款人之名稱、登記營業地址、營業組織、負責人、留存經濟部之印鑑或授權簽章、其代表權人之委任或其權限或權力之範圍等事項，如有任何變更，借款人應立即以書面通知貴行。該等變更之通知非經合法送達貴行，對貴行不生任何效力。

- (e) Nature of business/ Changes in constitution: The Borrower must not, and will ensure that no Obligor will, substantially alter the nature of its business or amend any provision in its constitutional documents relating to its principal business activities or its power to borrow, secure or guarantee.

營業性質/章程變更: 借款人之營業性質不得有任何重大變更，亦不得修訂其組織性章程文件中任何有關其主要營業活動或其借貸、擔保或保證能力之條款，且將確保任何債務人皆不會從事此等行為。

- (f) Notice of default: The Borrower will notify DBS Bank promptly upon occurrence of any potential or actual breach of the terms by any Obligor under any Facility Document or any other event which might affect any Obligor's ability to perform its obligations under or in connection with the Facility Documents.

違約通知: 於任何債務人發生任何授信文件下之潛在或實際違約情事、或發生任何其他情事而可能影響任何債務人履行授信文件下或其相關義務之能力者，借款人將立即通知貴行。

- (g) Re-organisation: The Borrower must not, and will ensure that no Obligor will, undertake or agree to undertake any re-organisation, amalgamation, reconstruction, merger, take-over or any other schemes of compromise or arrangement affecting its present constitution without the prior written consent of DBS Bank.

組織重組: 未經貴行事前書面同意，借款人不得從事或同意從事任何組織重組、創設合併、重整、合併、收購或任何影響其目前組織構成之任何其他和解協議或安排計畫，並將確保任何債務人皆不會從事此等行為。

- (h) Indemnity/costs and expenses/break funding:

賠償/成本及費用/籌資成本:

- (1) The Borrower shall on demand indemnify DBS Bank against all costs, expenses, Taxes, losses and liabilities whatsoever (including legal fees on a full indemnity basis) which may be incurred by DBS Bank in connection with:

一經請求，借款人即應賠償貴行有關下列事項所生之所有成本、費用、稅負、損失及任何債務（包括按完全賠償填補原則所計算之法律費用）：

- (i) the execution, delivery, perfection or enforcement of the Facility Documents, the Facilities, the Transactions or any third party claim or order against the Borrower's account with DBS Bank (including abortive fees, costs and expenses);

授信文件、本授信、交易或任何第三人對借款人於貴行之帳戶所為之請求或命令等之簽署、交付、設定或執行事宜（包括無法辦理前開事項所生之費用、成本及支出）；

- (ii) **breakfunding and other costs for any advances prepaid, any advances requested for but not made, unwinding costs for foreign exchange, or any derivative transactions terminated before the contracted maturity date; and**

籌資成本及就任何提前清償之款項或任何已申請卻未實際動用之款項所生之其他成本，或就外匯或任何於約定到期日前提前終止之衍生性商品交易所生之平倉成本；及

- (iii) **any breach by any Obligor under any Facility Document or any enquiry, investigation, subpoena (or similar order), litigation, arbitration or administrative proceedings with respect to an Obligor and/or any Affiliates of the Borrower or with respect to the transactions contemplated under the Facility Documents.**

任何債務人於任何授信文件下之任何違約情事，或關於債務人及/或借款人之任何關係企業、或就授信文件下交易之任何查問、調查、傳喚（或類似命令）、訴訟、仲裁或行政程序等。

- (2) If DBS Bank receives any sum in a currency (the "**Relevant Currency**") other than the currency in which such sum is due (the "**Currency of Account**") and that amount, when converted into the Currency of Account at DBS Bank's rate of exchange on the date of receipt or recovery, is less than the amount in the Currency of Account due to DBS Bank, the Borrower shall indemnify DBS Bank on demand against any cost and loss sustained by it as a result of such conversion.

若貴行收訖任何非到期款項所屬幣別（下稱「**帳戶幣別**」）之其他幣別（下稱「**相關幣別**」）款項，且該等金額經按貴行收受日或債權回收日之匯率轉換為帳戶幣別時少於應向貴行給付之帳戶幣別金額者，借款人一經請求，應即賠償貴行因該項轉換所受之任何成本及損失。

- (i) Anti-money laundering/sanctions: The Borrower will, and will procure that each of its Affiliates will, at all times comply with all applicable anti-money laundering, anti-bribery, anti-corruption, counter-terrorism financing, and economic or trade sanctions laws and regulations (including any sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations, the European Union, the Monetary Authority of Singapore and the government of the Republic of China).

洗錢防制/制裁措施： 借款人應隨時遵守適用之洗錢防制、反賄賂、反貪腐、打擊資助恐怖主義及經濟或貿易制裁等所有相關法令之所有規定（包括任何由美國財政部海外資產控制辦公室、聯合國、歐盟、新加坡金融管理局及中華民國政府所實施之任何制裁），亦應使其每一個關係企業均隨時遵守上述相關法令規定。

- (j) Additional Security and Other Obligations: If at any time the ability of the Borrower to make payment, repayment or to perform the obligations under these Standard Conditions or the Facility Documents is, in the opinion of DBS Bank, likely to be impaired, the Borrower shall, upon demand by DBS Bank, provide additional security as is satisfactory to DBS Bank, or, to the extent permitted by law, make payment of Total Indebtedness, in whole or in part, as DBS Bank may demand.

增提擔保品及其他義務： 貴行於任何時候認為借款人付款能力、清償債務能力或履行本約定書或授信文件下義務之能力有受影響之虞時，借款人一經貴行要求，應立即增提貴行所認可之擔保品，或於法律許可之範圍內，依貴行之要求償付總債務之全部或

一部。

- (k) **Acquisition and arm's length transaction:** Until such time that the Borrower has completely discharged all its liabilities under the Facility Documents, the Borrower must not, without prior written consent of DBS Bank: (aa) invest in or acquire the assets of any other company, except for those effected in accordance with its rules for acquisition and disposal of assets; and/or (bb) conduct any transaction which is not at arm's length basis.

資產取得及常規交易： 直至借款人完全清償其依授信文件所負之所有債務為止，借款人未經貴行事前書面同意，不得：(aa)投資或取得任何其他公司之資產，除依其取得或處分資產處理程序所為外；及/或(bb)從事任何不合營業常規之交易。

2. **Application of Advance** Notwithstanding any other provision of the Facility Documents, if on any date an amount ("**First Amount**") is to be advanced by DBS Bank and an amount ("**Second Amount**") is due from the Borrower to DBS Bank, DBS Bank shall apply the First Amount in payment of the Second Amount. DBS Bank shall advance any excess (or, as the case may be, the Borrower shall pay any shortfall) in accordance with the Facility Documents.

款項之抵充 縱授信文件有其他任何規定，不論何日，若貴行將撥貸一筆金額（下稱「**第一筆金額**」）且借款人亦有一筆金額（下稱「**第二筆金額**」）到期應向貴行給付者，貴行應將第一筆金額用以抵充清償第二筆金額。任何溢額部分，貴行應依授信文件予以撥款（或按其情形，如有任何不足額，借款人並應依授信文件支付之）。

3. **Interest** All interest (including default interest) under the Facility Documents shall accrue on a daily basis and shall be calculated based on the actual number of days elapsed, with monthly rests or such other periodic rests as DBS Bank may prescribe and based on a 365-day year (if the interest is in Singapore Dollars, British Pounds Sterling, Hong Kong Dollars, Malaysian Ringgit, New Taiwan Dollars or any other currency as DBS Bank may notify the Borrower (collectively, the "**Specified Currencies**")), and based on a 360-day year (if the interest is in any other foreign currency which is not a Specified Currency).

利息 授信文件下之所有利息（包括遲延利息）皆應以一個月或以貴行所定之其他週期為一期，且以一年 365 天（如該利息之幣別為新加坡幣、英鎊、港幣、馬來幣、新台幣或貴行通知借款人之任何其他幣別（以下合稱「**特定幣別**」）時）或一年 360 天（如該利息之幣別為特定幣別以外之其他任何外幣時）為計息基礎，依實際經過天數按日計付利息。

4. **Market Disruption and Alternative Interest Rates** If, for any interest period, DBS Bank is unable to determine the applicable interest rate or DBS Bank determines that the interest rate is not available, zero or negative, the rate of interest shall be the sum of (i) the margin specified in the Facility Letter and (ii) the Cost of Funds.

市場中斷及替代利率 若就任何利息期間，貴行無法訂定所應適用之利率，或經貴行判定該利率不可得，或為零利率或負利率時，應改以下列之總和做為其替代利率：(i)授信函中所載之加碼差價，及(ii)資金成本。

5. **Interest and Penalty** Unless otherwise agreed by DBS Bank and the Borrower, the applicable interest rate shall be those stipulated in the Facility Letter and the Borrower shall make payment at DBS Bank's business place during its normal business hours. When any payment would otherwise be due on a day which is not a Business Day, the payment shall be made on the next following Business Day. The Borrower further agrees to pay default penalty on overdue indebtedness at 10% of the original loan rate for the first six months and 20% of the original loan rate thereafter, starting from the due date of such indebtedness until the date of actual receipt by DBS Bank.

利息及違約金 除貴行與借款人另有約定外，所適用之利率悉依授信函之約定為準，且借款人應於貴行正常營業時間至貴行營業處所清償債務。如債務於非營業日到期，借款人應

於次一營業日給付之。借款人復同意，自債務之到期日起，至貴行實際受償日止，就逾期六個月以內之債務，應以原貸款利率之百分之十計付違約金，逾期超過六個月之部分，應以原貸款利率之百分之二十計付違約金。

6. **Prepayment** If the Borrower wishes to prepay the outstanding indebtedness, the Borrower shall give DBS Bank reasonable prior notice and shall pay to DBS Bank (a) the funding costs of the pre-paid principal and (b) a prepayment fee as determined by DBS Bank.

提前清償 如借款人欲提前清償所欠債務，應於合理期間提前通知貴行，並應支付貴行(a)提前清償之本金之資金成本，及(b)貴行所訂定之提前清償手續費。

7. **Authority to Debit and Set-off Accounts**

帳戶之扣款及抵銷權

- (a) DBS Bank may, upon the occurrence of a Termination Event, apply and set-off any amount standing to the credit of the Borrower's deposit accounts with DBS Bank (whether matured or not) against the Total Indebtedness then or thereafter owed by the Borrower. The Borrower understands and agrees that its checking account(s) with DBS Bank shall be deemed terminated upon the occurrence of a Termination Event, and DBS Bank shall return all the remaining amounts to the Borrower and is entitled to apply the remaining amounts to set-off against the Total Indebtedness, notwithstanding that cheques drawn by the Borrower or promissory notes where DBS Bank acts as the paying agent therefor have not been paid. DBS Bank shall notify the Borrower upon set-off, provided, however, that the set-off shall have become effective upon DBS Bank's debiting the accounts of the Borrower and making the entries in the relevant books and statements. The deposit certificates, deposit books, checks or other documents evidencing such credit shall be void in the range of setoff amount.

在終止事由發生時，貴行有權將借款人於貴行存款帳戶內之任何餘額（無論到期與否）用以抵銷借款人當時或嗣後對貴行所負之總債務。借款人瞭解並同意其於貴行之支票存款帳戶於任何終止事由發生時，應即視為終止，貴行應將其所有餘額返還予借款人，並有權將該等餘額用以抵銷總債務，縱借款人所簽發之支票或貴行擔任擔當付款人之本票尚未付款，亦同。貴行應於抵銷時通知借款人，惟抵銷之效力應於貴行自借款人帳戶中予以扣抵並自登載於相關帳簿表冊時發生。證明該等帳戶餘額之存款憑單、存摺、支票或其他文件，於抵銷金額之範圍內失其效力。

- (b) DBS Bank is also entitled to effect any necessary currency conversions at DBS Bank's own rate of exchange then prevailing. If an amount is unascertained, DBS Bank may estimate that amount and set-off or debit in respect of the estimate, subject to final settlement between the Borrower and DBS Bank when that amount is ascertained.

貴行亦有權得按貴行當時匯率辦理任何必要之換匯交易。如有任何金額尚未確定者，貴行得預估該項金額後，就該預估值逕為抵銷或扣抵，惟借款人及貴行應於該項金額確定後，再進行最終結算退補。

8. **Allocation of Payment** Unless otherwise agreed upon by the parties hereto, all payments made by the Borrower or the monies received by DBS Bank (whether from exercising its set-off rights or disposal of security) shall be applied toward the satisfaction of the Total Indebtedness in the following order of priority: (a) expenses, (b) penalty, (c) interest (including default interest) and (d) principal. In the event that there is more than one outstanding indebtedness and type of payment for such indebtedness is the same, the Bank shall apply the payment toward any of such indebtedness, in the manner set out in Articles 321 and 322 of the Civil Code of the Republic of China.

充抵之順序 除本約定書雙方另有約定外，借款人給付之所有款項或貴行所取得之金額

(不論係因抵銷權之行使或擔保品之處分)，應依下列優先順序抵償總債務：(a)費用、(b)違約金、(c)利息(包括遲延利息)及(d)本金。如有數宗債務而其給付種類相同時，貴行應依中華民國民法第321及322條之規定抵償該等債務。

9. **Promissory Note** As a security for the Total Indebtedness, the Borrower shall, upon request by DBS Bank from time to time within the term of the Facility Documents, execute and deliver promissory note(s) and letter(s) of authorization or issue new promissory note(s) and letter(s) of authorization for replacement of the existing ones in form and substance satisfactory to DBS Bank.

本票 為擔保總債務，經貴行於授信文件之期間內隨時要求時，借款人應簽署並交付形式及內容經貴行認可之本票及本票授權書，或為取代現有者而簽發新本票及本票授權書。

10. **Waiver of Notice of Dishonour** To the extent permitted by law, the Borrower hereby waives presentation of any document or instrument in respect of any Total Indebtedness or security, protest, notice of protest, notice of dishonour and other notice or demand whether it is related to such document or not.

免除拒絕證書 於法律許可範圍內，借款人茲此免除關於任何總債務或擔保品之任何文件之提示、拒絕證書之作成、拒絕證書之通知、拒絕付款之通知及其他與該等文件有關或無關之通知或催告之義務。

11. **Outsourcing** The Borrower hereby agrees that DBS Bank may, to the extent permitted under applicable laws and regulations, outsource all or any part of its business operations and transactions in relation to its business licenses or customer information to onshore or offshore third parties on terms and conditions as DBS Bank may, in its sole discretion, deem fit to the extent permitted by applicable laws or regulations.

委外作業 借款人茲此同意貴行得於適用法令許可之範圍內，將與其營業執照或客戶資訊有關之營運及交易之全部或任何部分，以貴行認為依適用法令許可範圍內之適當條款及條件，委由中華民國境內或境外之第三人處理。

12. **Rights Cumulative and No Waivers** No failure or delay by DBS Bank in exercising any right or remedy hereunder shall operate as a waiver hereof nor shall any defective or partial exercise of any right or remedy prevent any other or further exercise of that or any other right or remedy. No course of conduct or negotiation on DBS Bank's part shall preclude DBS Bank from exercising any such right or constitute a waiver of any such right. Any waiver of DBS Bank's rights must be in writing.

權利之累積及非棄權 貴行就本約定書下之任何權利或救濟之不行使或遲延行使，皆不構成本約定書之棄權，行使任何權利或救濟時之瑕疵或其一部行使亦不妨礙該項權利或救濟，或其他任何權利或救濟之行使，或其等之進一步行使。貴行之任何相關行為或協商，並不妨礙貴行行使該項權利、亦不構成該項權利之拋棄。就貴行之權利所為之任何拋棄，皆應以書面為之。

13. **Rights Binding on Borrower** DBS Bank's rights in the Facility Documents shall be binding on the Borrower and its successors and shall not be affected by (i) any liquidation affecting any Obligor or any change in any Obligor's constitution, (ii) any change in DBS Bank's constitution, or (iii) any death, bankruptcy, insanity or other disability affecting any Obligor.

拘束借款人之權利 貴行於授信文件中所享有之權利對於借款人及其繼受人應有拘束力，且不受下列事項之影響：(i)影響任何債務人之任何清算事件，或任何債務人之組織構成發生任何變更，或(ii)貴行之組織構成發生任何變更，或(iii)影響任何債務人之死亡、破產、心神喪失或其他殘疾。

14. **Assignment and Transfer** The Borrower may not assign or transfer any rights or obligations

under any Facility Document without DBS Bank's prior written consent. DBS Bank may make the Facilities available and/or enter into the Transactions and receive any payment due to it through any of its offices. Unless otherwise provided by applicable laws and regulations, DBS Bank may at any time upon notice to but without the consent the Borrower assign or transfer all or any part of its rights and/or obligations under any Facility Document to any person as DBS Bank thinks fit. Any such assignee or transferee shall be entitled to the full benefit of such rights and/or obligations as if it were DBS Bank. The Borrower hereby further agrees that when DBS Bank transfers its rights under any Facility Documents to a third party for the purpose of securitizing its financial assets, the public announcement for securitization may replace the transfer notice as required by Article 297, Paragraph 1 of the Civil Code of the Republic of China.

讓與及轉讓 未經貴行之事前書面同意，借款人不得讓與或轉讓其於任何授信文件下之任何權利或義務。貴行得透過其任何營業單位提供本授信案及/或從事交易及受領任何應向貴行所為之給付。除適用法令另有規定外，一經通知且無須取得借款人之同意，貴行即得於任何時點將其於任何授信文件下之權利及/或義務之全部或任何部分讓與或轉讓予貴行認為適當之任何人。此等接受讓與或轉讓人應有權享有該等權利及/或義務之完整權益，如同其即為貴行般。借款人茲此進一步同意，如貴行為金融資產證券化之目的而將其於任何授信文件下之權利讓與第三人時，得以證券化之公告取代中華民國民法第 297 條第 1 項規定之債權讓與通知。

15. **Special Consultant** If DBS Bank determines that the Borrower is or will be unable to perform its obligations under any Facility Document, DBS Bank may appoint, or require the Borrower to appoint, a Special Consultant acceptable to DBS Bank to audit the Borrower or perform such other duties as DBS Bank may require. The Special Consultant shall be the agent of the Borrower which will be solely responsible for the Special Consultant's actions and remuneration.

特別顧問 若經貴行判定借款人無力或將無力履行其於任何授信文件下之義務時，貴行得委任或要求借款人委任經貴行認可之特別顧問對借款人進行查核，或履行貴行所要求之其他職責。特別顧問應為借款人之代理人，其行為及薪酬並應由借款人全權負責。

16. **Change affecting Foreign Currency** If DBS Bank determines that currency requested by the Borrower under the Facilities is unavailable, the Borrower's request shall be deemed to be withdrawn.

影響外幣之變動 若經貴行判定借款人依本授信所請求動用之貨幣為不可得時，借款人之請求將被視為被撤回。

17. **Severability** The illegality, invalidity or unenforceability of any provision or part of the Facility Documents under the law of any jurisdiction shall not affect or impair the validity, legality and enforceability of any other provision or part of the provision and the remaining provisions of the Facility Documents shall be construed as if such invalid, unlawful or unenforceable provision or part had never been contained in the Facility Documents.

條款獨立性 授信文件之任何條款或部分依任何司法管轄區之法律係屬非法、無效或不可執行者，並不影響或損及任何其他條款或該條款之其他部分，且授信文件其餘條款之解釋，應如同授信文件中從未存在該等無效、非法或不可執行之條款或部分般。

18. **Consent to Disclosure, Collection, Processing, Utilization and International Transmission of Borrower's information and Personal Data**
借款人資訊及個人資料之同意揭露、蒐集、處理、利用及國際傳輸

(a) **Consent to Disclosure**
同意揭露

DBS Bank may disclose any information in connection with the Borrower, the Borrower's account, the Facilities or the Transactions to (aa) any person to whom such disclosure is

required or permitted under any law or regulation or required by any court, government authority or regulator; (bb) any Obligor and any Affiliate of any Obligor; (cc) any person to whom DBS Bank assigns, transfers or sub-participates (or intends to assign, transfer or sub-participate) any rights or obligations of DBS Bank; (dd) any person for the purposes of enforcing or protecting DBS Bank's rights and interests; (ee) any person in connection with any insolvency or other analogous proceedings in relation to any Obligor or any Affiliate of any Obligor; (ff) any entity of the DBS Group; and (gg) any person in connection with the provision of insurance or services to meet DBS Group's operational, administrative or risk management requirements.

貴行得向下列對象揭露有關借款人、借款人之帳戶、本授信或交易之任何資訊：(aa)任何法令所要求或允許之任何人、或任何法院、政府機關或監理者所要求之任何人；(bb)任何債務人及任何債務人之任何關係企業；(cc)貴行向其讓與、轉讓或許其次參與（或擬向其讓與、轉讓或擬許其次參與）貴行任何權利或義務之任何人；(dd)為執行或保護貴行權利及利益之目的而對其揭露之任何人；(ee)與任何債務人或任何債務人之任何關係企業等之任何清算或其他相類程序有關而對其揭露之任何人；(ff)星展集團之任何實體；及(gg)為符合星展集團之作業、行政或風險管理之要求而與保險或服務之提供有關之任何人。

(b) Borrower's Information

借款人之資訊

The Borrower hereby acknowledges that it has received from DBS Bank the Notification of Collection, Processing, Utilization and International Transmission of Personal Data (the "Notification"). The Borrower agrees that DBS Bank and the parties who may use the personal data as specified in the Notification may collect, process, utilize and internationally transmit the Borrower's Information in accordance with the Notification and within the scope of specific purposes set forth therein.

借款人茲此承認其已自貴行收訖個人資料蒐集、處理、利用與國際傳輸告知書（下稱「告知書」）。借款人同意貴行及告知書中所載得利用個人資料之對象，皆得依告知書之規定而於其所列之各項特定目的範圍內，蒐集、處理、利用及國際傳輸借款人之資訊。

(c) Personal Data

個人資料

If the information provided to DBS Bank by the Borrower includes any personal data of a third party (the "Third Party"), the Borrower represents and warrants that it has provided the Notification to the Third Party and the Third Party has read the Notification and the Borrower has obtained the Third Party's consent to the Notification, including but not limited to that DBS Bank and the parties who may use the personal data as specified in the Notification may collect, process, utilize and internationally transmit the Third Party's personal data in accordance with the Notification and within the scope of specific purposes set forth therein. Upon request of DBS Bank, the Borrower shall promptly provide DBS Bank with the said consent of the Third Party or evidence that the consent from the Third Party has been duly obtained.

若借款人向貴行提供之資訊含有第三人（下稱「第三人」）之任何個人資料時，借款人聲明並擔保其已向第三人提供告知書，且第三人已詳閱告知書，借款人並已取得第三人對告知書之同意，包括但不限於貴行及告知書中所載得利用個人資料之對象，皆得依告知書之規定而於其所列之各項特定目的範圍內，蒐集、處理、利用及國際傳輸該第三人之個人資料。一經貴行請求，借款人應立即向貴行提供前述之第三人同意或其已自第三人取得同意之證明。

If the Notification will be amended later on, the Borrower agrees that they shall immediately inform the Third Party of the amended Notification and obtain the Third Party's consent to the amendments upon receiving DBS Bank's notice of the amendments.

如告知書嗣後有修訂者，借款人同意其於接獲貴行之修訂通知時，應立即將修訂後之告知書內容通知第三人，並取得第三人就該修訂內容之同意。

19. **Further Act or Assurance** The Borrower must, and will procure that each other Obligor will, at its own expense, immediately execute such documents or take such steps, as DBS Bank may reasonably require.

進一步行為或保證 借款人應以其自身之費用，依貴行之合理要求而立即簽署相關文件或採取相關措施，並將促使其他各債務人亦同樣為之。

20. **Taxes**
稅負

- (a) The Borrower will pay all Taxes now or hereafter imposed by law on DBS Bank in respect of the Facility Documents or on any payment under the Facility Documents. DBS Bank shall have the right to debit the same from any account of the Borrower.

借款人應支付現在或將來依法就授信文件而向貴行課徵、或就授信文件下之任何給付所課徵之所有稅負。貴行並有權自借款人之任何帳戶中扣除此金額。

- (b) The Borrower will pay all amounts free and clear of any deduction, counterclaim or withholding. If the Borrower is required by law to make any such deduction, counterclaim or withholding, the Borrower will pay to DBS Bank additional amounts so that DBS Bank receives an amount equal to what DBS Bank would have received if no such deduction, counterclaim or withholding had been made.

借款人應以無任何扣除、反請求或扣繳之方式，支付所有款項之全額。若借款人依法應為任何扣除、反請求或扣繳者，借款人應增加向貴行給付之款項，使貴行所收訖之金額與假設未為該等扣除、反請求或扣繳時貴行可收受者相同。

21. **Statement/Certificate** A statement or certificate issued by DBS Bank on a rate or amount under or in connection with the Facilities and/or the Transactions or the Facility Documents shall (in the absence of manifest or computational error) be final and conclusive against the Borrower.

對帳單/憑證 貴行依據或關於本授信及/或交易或授信文件所製發之對帳單或憑證（無顯然或計算錯誤之情形下），對借款人應具有終局、確定之效力。

22. **Governing Law and Jurisdiction** The Facility Letter is governed by and shall be construed in accordance with the laws of the Republic of China. In the event of any dispute arising from the Facility Letter, the Borrower agrees that the Taiwan Taipei District Court or Taiwan _____ District Court shall be the court having competent jurisdiction over such dispute. Nothing in this paragraph shall limit the right of DBS Bank to take proceedings against the Borrower in any other court nor shall the taking of proceedings in one or more jurisdictions preclude DBS Bank from taking proceedings in any other jurisdiction, whether concurrently or not.

準據法及管轄 授信函係以中華民國法律為準據法，並應依其而為解釋。就授信函所生之任何爭議，借款人同意以臺灣臺北地方法院或臺灣_____地方法院為其管轄法院。本條規定並不限制貴行於任何其他法院對借款人提起訴訟，且於一司法管轄區或數司法管轄區所提起之訴訟，並不妨礙貴行於任何其他司法管轄區提起其他訴訟，無論是否同時提起，皆同。

23. **Notices** Unless otherwise agreed, demands or notices as required hereunder by one party hereto to the other party hereto shall be made or given in writing by facsimile, hand delivery or

mail at the other party's registered business address or the principal business place in the records of DBS Bank. Any demand or notice sent by DBS Bank shall be deemed to have been delivered to the Borrower (a) if given or made by facsimile when dispatched and, (b) if made or given by hand delivery or mail, after ordinary time period for mail delivery. Any demand or notice to DBS Bank shall be delivered to DBS Bank's aforementioned address and said demand or notice to the DBS Bank shall be effective only upon DBS Bank's actual receipt thereof.

通知 除另有約定外，本約定書規定一方當事人向他方所為之請求或通知，應以書面為之，並以傳真、專人遞送或郵寄方式送至他方當事人之登記營業地址或貴行紀錄中之主營業所。貴行所為之任何請求或通知，應於下列時點視為已送達借款人：(a) 如以傳真方式，於發出時，且(b) 如以專人遞送或郵寄方式，於通常郵遞期間後。任何對貴行之請求或通知，應送至貴行前開地址，且該對貴行之請求或通知，應於貴行確實收到後，始生送達效力。

24. **Service of Process** Service of legal process may be effected on the Borrower by sending it by hand or by registered post to the Borrower's last known registered office, or last known principal place of business in the Republic of China in DBS Bank's records, and such service of legal process shall be deemed to be good and effectual service on the Borrower notwithstanding that it is returned undelivered. Where the Borrower is not resident nor incorporated in the Republic of China, the Borrower shall notify DBS Bank in writing of its address in the Republic of China for service of process and agrees that DBS Bank may serve any legal process on it by sending the same by hand or by registered post to such address within the Republic of China and such service shall be deemed to be good and effectual service on the Borrower notwithstanding that it is returned undelivered. Nothing shall affect DBS Bank's right to serve process in any other manner permitted under any applicable law.

送達 對借款人法律文件之送達得以專人遞送或掛號郵寄至借款人之最後已知登記地址，或貴行紀錄中借款人於中華民國境內之最後已知主營業所地址，且縱令該等文件未經遞送而遭退回，對借款人而言仍應視為有效送達。若借款人並非中華民國居民、或並非設立於中華民國者，借款人應以書面通知貴行其於中華民國之送達地址，並同意貴行得將任何法律文件以專人遞送或掛號郵寄至該中華民國地址，以送達借款人，且縱令該等文件未經遞送而遭退回，對借款人而言仍應視為有效送達。惟貴行依任何相關法律所允許之其他任何方式而為送達之權利，不受任何影響。

25. **Termination Events** Without prejudice to any other terms in the Facility Documents (including without limitation, DBS Bank's right of review and DBS Bank's right to demand immediate repayment of any Facility which is repayable on demand), if any Termination Event occurs, DBS Bank may by notice to the Borrower terminate the Facility whereupon such Facility (or any part thereof) shall be immediately cancelled and/or declare the Total Indebtedness to be immediately due and payable to DBS Bank, whereupon it shall become so due and payable. Thereafter:

終止事由 於不影響授信文件之其他任何條款（包括但不限於貴行之檢討權，及貴行就任何經請求應即償還之本授信而有請求立即償還之權利）之前提下，如發生任何終止事由，貴行得通知借款人終止本授信，此時本授信（或其任何部分）即應立即取消，及/或貴行亦得主張總債務立即全部到期而應向貴行清償，此時總債務即應依其主張而全部到期而應付。此後：

- (a) DBS Bank shall be entitled to immediately exercise all or any rights, powers or remedies under any Security Documents without any restriction;

貴行有權立即行使任何擔保文件下之所有或任何權利、權力或救濟，而不受任何限制；

- (b) DBS Bank shall be entitled to present any negotiable instruments issued by any Obligor for payment; and

貴行有權提示任何債務人所簽發之任何票據，以請求付款；及

- (c) where applicable, the Borrower shall without demand immediately procure the complete and unconditional release of DBS Bank from all its liabilities and obligations (contingent or otherwise), failing which the Borrower shall immediately pay to DBS Bank such sums as may be necessary to be paid to the beneficiaries or any other persons whatsoever under or in relation to the said liabilities and obligations together with all costs and expenses incurred or which may be incurred by DBS Bank in respect thereof.

於有適用時，借款人不待請求應立即促使貴行之所有債務及義務（或有或其他）完全且無條件地獲得免除，否則借款人應立即向貴行支付依據前述債務及義務或關於前述債務及義務而有必要向受益人或任何其他人士支付之款項，及貴行就該等債務及義務所生或可能產生之所有相關成本及費用。

26. **Complaint Filing** If the Borrower has any complaints related to any Facilities or Transactions, it may call the following number or send an email to the following address to file a complaint: Direct line for DBS Bank's Customer Service / Complaint Filing: 0800-808-889 or (02)-6612-9889 Email: businesscaretw@dbs.com

申訴 借款人就任何本授信或交易如有任何爭議，得撥打下列電話號碼或寄送電子郵件至下列地址，以提出申訴：貴行之客戶服務專線/申訴專線：0800-808-889 或(02)-6612-9889，電子郵件：businesscaretw@dbs.com

27. **Language** These Standard Conditions are made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.

語言 本約定書同時以中、英文作成。中文版本與英文版本如有衝突或不一致之處，應以中文版本為準。

B. TERMS AND CONDITIONS APPLICABLE TO SPECIFIC FACILITY MENTIONED 個別授信項目適用條款及條件

Additional terms applicable to Foreign Exchange ("FX") Transactions with DBS Bank 與貴行進行外匯交易之附加適用條款

The provisions of this Section B shall be supplemental to the provisions of Section A above. All Transactions entered into between the Borrower and DBS Bank shall be governed by the terms in this Section B together with all other applicable provisions of these Standard Conditions unless the Borrower and DBS Bank have signed a DBS Master Agreement or ISDA Master Agreement. The terms in this Section B together with all other applicable provisions of these Standard Conditions shall cease to apply to all outstanding Transactions once the DBS Master Agreement or, as the case may be, the ISDA Master Agreement is signed by the Borrower and DBS Bank and all outstanding Transactions shall henceforth be governed by the terms of the executed DBS Master Agreement or ISDA Master Agreement, as the case may be.

本第 B 節之規定為上開第 A 節各條款之補充。除借款人及貴行業已簽訂星展銀行主協議書或 ISDA 主協議外，借款人及貴行間所為之所有交易應受本第 B 節條款之規定、連同本約定書之其他所有適用條款所規範。借款人及貴行一旦簽訂星展銀行主協議書或 ISDA 主協議（依情形適用），所有未到期交易應立即停止適用本第 B 節之條款及連同本約定書之其他所有適用條款，此後該等未到期交易應改受該簽訂之星展銀行主協議書或 ISDA 主協議（依情形適用）所規範。

1. General 一般條款

- (a) The Borrower shall make all payments under a Transaction in the Contractual Currency.

借款人應以約定貨幣給付各筆交易下之所有款項。

- (b) Nothing in these Standard Conditions obliges DBS Bank to enter into any Transaction with the Borrower and DBS Bank may refuse to enter into any Transaction or otherwise act on any instructions without having to give any reason therefor.

本約定書並未課予貴行與借款人從事任何交易之義務，且貴行無須檢附任何理由，即得拒絕從事任何交易或依任何指示而為其他行為。

- (c) Without prejudice to any Facilities or Transactions extended to or entered into with the Borrower, DBS Bank may at any time and in its sole and absolute discretion require the Borrower to provide any security (including the deposit of funds) to DBS Bank before entering into any Transaction with the Borrower or for any outstanding Transaction; and the Borrower undertakes to provide such security as requested by DBS Bank.

在不影響貴行已核貸予借款人之任何本授信或與其已從事之任何交易之情形下，貴行於與借款人從事任何交易之前或就任何一筆未到期交易，皆得於任何時點依其唯一且絕對之決定權要求借款人向貴行提供任何擔保（包括資金之存入）；而借款人並承諾願依貴行之要求而提供該等擔保。

- (d) DBS Bank may, at the Borrower's request, agree to rollover a Transaction at current rates and any loss arising from such extension shall be for the Borrower's account. No Transaction shall be extended if such would violate any applicable laws and regulations in the jurisdictions of DBS Bank and the Borrower.

貴行得應借款人之請求，同意按現行匯率而將某筆交易予以展期，而貴行因此項展延所生之任何損失應由借款人負擔。惟若此展延將違反貴行及借款人所在司法管轄區之任何適用法令時，不得為之。

- (e) All Transactions are entered into by DBS Bank in reliance on the fact that the provisions of this Section B (read together with all other applicable provisions of these Standard Conditions) and all Confirmations form a single agreement between the parties, and DBS Bank would not otherwise enter into any Transaction.

貴行所從事之所有交易皆係基於信賴本第 B 節之條款（與本約定書所有其他適用條款併同解讀）及所有確認書共同構成雙方當事人之間之單一協議，否則貴行不會從事任何交易。

- (f) Each of DBS Bank's obligation under the provisions of this Section B (read together with all other applicable provisions of these Standard Conditions) and each Confirmation, is subject to (i) the condition precedent that no Termination Event with respect to the Borrower has occurred and is continuing; (ii) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated; and (iii) each other applicable condition precedent specified in this Section B (read together with all other applicable provisions of these Standard Conditions).

貴行依本第 B 節條款（與本約定書所有其他適用條款併同解讀）及各確認書所負之各義務，取決於以下先決條件：(i) 借款人並未發生任何終止事由且該事由仍在持續中；(ii) 就有關交易而言，尚未出現或尚未有效地指定提前終止日；及(iii) 於本第 B 節（與本約定書所有其他適用條款併同解讀）所載之其他各項適用之先決條件。

2. Transaction and Position Limits

交易及部位限額

- (a) **DBS Bank may in its sole and absolute discretion determine the applicable transaction or position limits in respect of Transactions with the Borrower. Such determination is conclusive, final and binding on the Borrower.**

貴行得依其唯一且絕對之決定權就其與借款人所為之交易決定適用之交易或部位限額。此項決定具有確定性、終局性，並對借款人具有拘束力。

- (b) Any forward sale of an Asian Currency Unit Fixed Deposit shall not be considered as a Transaction to which such limits (if any) apply.

任何亞洲貨幣單位定期存款之遠期出售交易並非此項交易限額（如有）所適用之交易。

3. Borrower's Orders & Confirmations

借款人之指示及確認

- (a) A Transaction may be entered into by the Borrower making a request containing such details as may be required by DBS Bank in the form of an offer by the Borrower (which offer shall be irrevocable) and acceptance thereof by DBS Bank, which offer and acceptance may occur over the telephone or other form of electronic transmission (including electronic mail) and communication. The applicable currency exchange or other rates under such Transaction shall be determined by DBS Bank at the time such Transaction is entered into.

交易之作成，得由借款人提出含有貴行所要求細項之請求作為要約（此要約不可撤回）並由貴行予以承諾之方式為之，該等要約及承諾得透過電話或其他類型之電子傳輸（包括電子郵件）與通訊而為之。該筆交易所適用之匯率或其他比率，應由貴行於該筆交易作成時定之。

- (b) DBS Bank will, as soon as practicable after the terms of a Transaction have been agreed, send to the Borrower a Confirmation setting out such terms, duly executed by DBS Bank (save that the Bank shall not be required to execute any Confirmation which is issued by DBS Bank electronically). Unless the Borrower notifies DBS Bank within five (5) Transaction Business Days after the date of the Confirmation of any error or discrepancy in the Confirmation, the Borrower will be deemed to be irrevocably bound by these Standard Conditions and the Confirmation.

貴行將於交易條件達成合意後實際可行之時，儘速向借款人發送載明該等條件並經貴行簽署之確認書（除貴行以電子方式所製發之任何確認書無庸經貴行簽署外）。除非借款人於確認書日期後五（5）個交易營業日內通知貴行有關確認書之任何錯誤或不符之處，借款人將被視為不可撤回地受本約定書及確認書內容所拘束。

- (c) The confirmation of all Transactions by means of an electronic messaging system, telex, facsimile, electronic mail or other document or other confirming evidence sent by DBS Bank to the Borrower shall constitute a "Confirmation" for the purposes of these Standard Conditions even where not so specified therein, and will supplement, form part of, and be subject to these Standard Conditions.

貴行經由電子訊息系統、電報、傳真、電子郵件或其他文件或其他確認性證明等方式向借款人所寄發之所有交易之確認，皆應構成本約定書目的下之「確認書」，縱其內容並未如此明定亦同，並將成為本約定書之增補及構成本約定書之一部分、且應受本約定書之拘束。

4. Settlement of Transactions

交易之結算

- (a) Settlement in Gross

總額結算

Unless DBS Bank elects in its sole and absolute discretion for Payment/Settlement Netting pursuant to Paragraph B.4(b) to apply, or as otherwise stated in the Confirmation, the following settlement provisions will be applicable:

除貴行按其唯一且絕對之決定權選擇依據第 B.4(b)項之規定適用淨額支付/結算，或於確認書中另有敘明外，將適用下列結算條款：

(1) In the case of a Deliverable Transaction:-

於本金交割之交易：-

- (i) The Borrower shall pay the Amount Purchased by DBS Bank to DBS Bank in freely transferable funds on the Settlement Date;

借款人應於結算日以可自由轉讓之資金向貴行支付貴行買入金額；

- (ii) DBS Bank shall pay the Amount Sold by DBS Bank to the Borrower in freely transferable funds on the Settlement Date. DBS Bank's liability under this Paragraph B.4(a)(1)(ii) is subject to the satisfaction of the Borrower's corresponding obligation under Paragraph B.4(a)(1)(i).

貴行應於結算日以可自由轉讓之資金向借款人支付貴行賣出金額。貴行依本第 B.4(a)(1)(ii)項所負之債務，以借款人履行其於第 B.4(a)(1)(i)下之相對義務為前提。

(2) In the case of a Non-Deliverable Transaction:-

無本金交割之交易：-

- (i) if the Settlement Currency Amount is a positive number, the Reference Currency Buyer will pay that amount in the Settlement Currency to the Reference Currency Seller on the Settlement Date; or

若結算貨幣金額係為正數，參考貨幣買方將於結算日以結算貨幣支付該項金額予參考貨幣賣方；或

- (ii) if the Settlement Currency Amount is a negative number, the Reference Currency Seller will pay the absolute value of that amount in the Settlement Currency to the Reference Currency Buyer on the Settlement Date.

若結算貨幣金額係為負數，參考貨幣賣方將於結算日以結算貨幣支付該項金額之絕對值予參考貨幣買方。

(b) Payment/Settlement Netting

淨額支付/結算

If, on any Settlement Date, more than one delivery of a particular currency is to be made between DBS Bank and the Borrower under two or more Transactions, then DBS Bank may, in its sole and absolute discretion, notify the Borrower either orally or in writing that DBS Bank will be aggregating the amounts of such currency deliverable by each party so that only the difference between these aggregate amounts shall be delivered by the party owing the larger aggregate amount to the other party and, if the aggregate amount payable by each party is the same, both parties' obligations to deliver the aggregate amount are discharged on such Settlement Date and, no delivery of the currency shall be made by either party.

若於任何結算日，貴行及借款人間就兩筆或兩筆以上之交易下，有一筆以上之特定貨幣款項待支付時，貴行得依其唯一且絕對之決定權，以口頭或書面通知借款人其將加總合計各方所應支付之該項貨幣金額，由應付總額較高之一方向他方支付該等總額間之差額即可，且若各方所應付之總額相同，雙方當事人所負支付該項總額之義務於該結算日即行免除，且各方皆無需交付任何貨幣。

- (c) If DBS Bank, in its sole and absolute discretion, makes a payment under a Transaction before the Borrower has satisfied its corresponding obligation under such Transaction, the

Borrower shall hold that payment in trust for the benefit of DBS Bank until full satisfaction of the Borrower's obligation under such Transaction.

若貴行依其唯一且絕對之決定權，於借款人履行其於某筆交易下之相對義務前已依該筆交易而為付款者，借款人應將該筆款項為貴行之利益信託，直至借款人完全履行其於該筆交易下之義務為止。

- (d) If for any Transaction, (i) the Amount Purchased by DBS Bank, or (ii) where the Borrower is required to pay any Settlement Amount to DBS Bank on the Settlement Date, the Settlement Amount, is to be settled from a fixed deposit the Borrower places with DBS Bank (the "Settlement Deposit"):-

若就任何一筆交易：(i) 貴行買入金額、或(ii) 於借款人應於結算日向貴行支付任何結算金額之情形下之該筆結算金額，將由借款人存放於貴行之定期存款（下稱「結算保證金」）予以支付者：-

- (1) the Borrower shall not withdraw any sum from the Settlement Deposit, nor otherwise deal with the Settlement Deposit, until the Borrower has paid the Amount Purchased by DBS Bank or the Settlement Amount, as the case may be, to DBS Bank in full on the Settlement Date; and

直至借款人已於結算日向貴行如數支付貴行買入金額或結算金額（按其情形）為止，借款人不得自結算保證金中提領任何金額，亦不得以結算保證金從事其他交易；且

- (2) the Borrower irrevocably grants DBS Bank a fixed charge over the Settlement Deposit for full settlement of the Amount Purchased by DBS Bank or the Settlement Amount, as the case may be.

借款人不可撤回地就結算保證金設定質權予貴行，以擔保貴行買入金額或結算金額（按其情形）之全額支付。

- (e) If the Amount Purchased by DBS Bank or any Settlement Amount payable by the Borrower to DBS Bank, as the case may be, is to be settled by means of an inward remittance to DBS Bank from another bank (the "Remitting Bank"), the Borrower shall ensure that the Remitting Bank gives DBS Bank the authenticated payment instructions or confirmation of credit via SWIFT (address DBSSTWTP) at least one (1) Transaction Business Day before the Settlement Date.

若貴行買入金額或借款人應向貴行給付之任何結算金額（按其情形）將以他行（下稱「匯款行」）向貴行之匯入匯款予以支付者，借款人應確保匯款行於結算日前至少一（1）個營業日以經確認之 SWIFT 電文向貴行（代碼：DBSSTWTP）發送付款指示或存款餘額確認通知。

- (f) No Gross-Up for FATCA Withholding Tax
FATCA 扣繳稅款不予填補

All amounts to be paid by DBS Bank to the Borrower or by the Borrower to DBS Bank in respect of a Transaction shall be paid net of any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). No additional amounts shall be payable by DBS Bank to the Borrower or by the Borrower to DBS Bank on account of any FATCA Withholding Tax.

貴行向借款人或借款人向貴行就某筆交易所應付之所有款項，應於扣除依美國 1986 年國內稅收法典第 1471 條至第 1474 條（含其修正，下稱「**稅法**」）、依據稅法之任何現行或將來之規範或官方解釋、依稅法第 1471 (b)條所簽訂之任何協議、或依據有關稅法上述條款之施行而簽訂之任何政府間協議所採行之任何財政或監理之法律、規則或慣例等，所課徵或收取之任何美國聯邦扣繳稅款（下稱「**FATCA 扣繳稅款**」）後，以淨額支付之。貴行對於借款人、或借款人對於貴行，皆無需因任何 FATCA 扣繳稅款而支付任何額外款項。

5. **Extraordinary Event** If there occurs in relation to any Transaction or otherwise an Extraordinary Event, DBS Bank shall have the sole and absolute discretion to determine any adjustments or action necessary in relation to the Affected Transactions. Such adjustments or actions may include (a) altering or varying the quantities or the exchange rates of currencies bought or sold in respect of the Affected Transactions, (b) requiring delivery in a currency other than the currency of the Affected Transactions, or (c) terminating the Affected Transactions. Any such adjustment or action taken by DBS Bank following the occurrence of an Extraordinary Event shall be binding on the Borrower and the Borrower shall be liable for any additional loss, damages, costs, charges and/or expenses incurred by DBS Bank on the account of the Borrower or which the Borrower is consequently liable for as a result of such adjustment or action.

特別事件 如就任何交易或其他事項有特別事件發生，貴行應具有唯一且絕對之決定權，就受影響交易決定所必要之任何調整或行為。該等調整或行為包括：(a)修改或變更就受影響交易所買入或賣出貨幣之數量或匯率，(b)要求交付受影響交易之貨幣以外之其他貨幣，或(c)終止受影響交易。貴行於特別事件發生後所為之任何該等調整或行為，對借款人應有拘束力，且借款人應就貴行為借款人所生之任何額外損失、損害、成本、收費及/或費用，或借款人因該等調整或行為之結果而應予負責之任何額外損失、損害、成本、收費及/或費用負責。

6. **Interest**
利息

Any amount not paid on the relevant due date will bear interest, to the fullest extent permitted by applicable law, for the period from and including the due date up to but excluding the date of payment to DBS Bank at DBS Bank's cost of funding of the relevant unpaid amount plus 1% per annum. Such interest shall be calculated on the basis of monthly compounding. DBS Bank's determination of its Cost of Funds shall be final and conclusive and DBS Bank shall not be required to reveal how its Cost of Funds was determined.

未於相關到期日清償之任何金額，於適用法律所允許之最大限度內，就其自到期日（含）起至向貴行清償日（不含）止之期間，按貴行就相關未償金額之資金成本加年利率 1%計付利息。此項利息應按月以複利計算之。貴行就其資金成本之決定應具有終局、確定之效力，且貴行亦無需揭露其資金成本之決定方式。

7. **Termination**
終止

- (a) DBS Bank may (but shall not be obliged to) terminate any or all outstanding Transactions on a date designated by DBS Bank at any time without prior notice to the Borrower, on the occurrence of any Extraordinary Event or any Termination Event.

於發生任何特別事件或任何終止事由時，貴行無須於事前通知借款人即得（但無義務）隨時於貴行所指定之日終止任何或全部未到期交易。

- (b) Notwithstanding Paragraph B.7(a) above, where any Termination Event is governed by a system of law which does not permit termination of a Transaction to take place after the

occurrence of such event, then all outstanding Transactions will be terminated immediately upon the occurrence of such Termination Event as of the time immediately preceding the occurrence of such Termination Event (this process to be known as “automatic termination”).

縱有上開第 B.7(a)項之規定，若任何終止事由係受一套法律系統規範而該法律系統不允許交易於該事由發生後終止者，則於該終止事由發生時，所有未到期交易將於該終止事由發生前立即終止（此程序稱為「自動終止」）。

- (c) Upon the termination of any or all Transactions on a given date pursuant to either Paragraph B.7(a) or B.7(b) above (the “Early Termination Date”):

任何或全部交易於依上述第 B.7(a)或 B.7(b)項規定所定日期終止時（下稱「提前終止日」）：

- (1) DBS Bank shall determine in good faith its total losses or gains, calculated in the Termination Currency, as a result of the early termination of the terminated Transactions, including any loss of bargain, cost of funding or, loss or cost associated with the terminating or re-establishing any hedge or related trading position (or any gain resulting from any of them) and any amounts that became due and payable (or but for Paragraph B.1(f), would have become due and payable) by either party on or prior to the Early Termination Date. DBS Bank shall make such determination as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. For the avoidance of doubt, DBS Bank may (but need not) make such determination by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets. For the purposes of such determination, all amounts not denominated in the Termination Currency shall be converted into the Termination Currency at DBS Bank’s prevailing exchange rate at the time of such conversion;

貴行應依誠信決定其以終止貨幣所計算因已終止交易之提前終止所致之整體損失或獲利，包括任何交易損失、資金成本、或任何避險部位或相關交易部位之終止或重建之有關損失或成本（或因此所致之任何獲利），及任一方當事人於提前終止日或之前之到期應付（或若無第 B.1(f)項之規定，將會到期而應付）之任何款項。貴行應於相關提前終止日為該等決定，或如其並非合理可行，則於其後合理可行之最早之日為之。為免疑義，貴行得（但無須）參考相關市場中之一家或數家主要交易商所為相關利率或價格之報價而為此決定。為此決定之目的，所有非以終止貨幣計價之款項，應按貴行兌換時之現行匯率兌換為終止貨幣；

- (2) DBS Bank shall, to the fullest extent permitted by applicable law, aggregate and net all amounts due from DBS Bank to the Borrower and all amounts due to DBS Bank from the Borrower as determined under Paragraph B.7(c)(1) above against one another (such net amount being referred to as “Termination Amount”);

貴行應於適用法律允許之最大限度內，將其依上開第 B.7(c)(1)項所決定貴行應向借款人支付之所有金額、以及借款人應向貴行支付之所有金額分別予以加總，並相互結算其淨額（此項淨額下稱「終止金額」）；

- (3) where the Termination Amount is due from the Borrower, DBS Bank may declare such Termination Amount to be forthwith due and payable by the Borrower whereupon such Termination Amount shall become and be forthwith due and payable in the Termination Currency, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by the Borrower. If the Termination Amount is due from DBS Bank to the Borrower, then (subject to any lien or set-off or other similar right of DBS Bank), such amount will be paid by

DBS Bank to the Borrower within a reasonable time after DBS Bank's determination of such Termination Amount under Paragraphs B.7(c)(1) and B.7(c)(2);

於終止金額應由借款人支付之情形，貴行得主張此項終止金額立即到期，且借款人並應立即清償，此時此終止金額不待提示、催告、拒絕證書之作成或其他任何種類之通知（借款人茲此明示地全部予以免除），即應立即到期並應以終止貨幣清償之。若終止金額應由貴行向借款人支付，則此金額（受限於貴行之任何留置權或抵銷權或其他類似權利）將由貴行於依第 B.7(c)(1)項及第 B.7(c)(2)項規定決定該終止金額後之合理時間內，向借款人支付之；

- (4) in addition (but without prejudice to) any rights or remedies otherwise available to DBS Bank in respect of any and all Security Document, DBS Bank may immediately exercise any and all rights and remedies in respect of such Security Document and apply all proceeds thereof toward settlement of the Termination Amount (or part thereof) due and payable by the Borrower; and**

除（但不影響）貴行就任何或所有擔保文件所取得之其他任何權利或救濟外，貴行亦得立即行使有關該等擔保文件之任何及所有權利與救濟，並將其所得款項用於支付借款人到期應付之終止金額之全部（或其一部）；且

- (5) without prior notice to the Borrower, DBS Bank may sell any securities or other property of the Borrower held at that time by DBS Bank (whether for safekeeping, custody, pledge, transmission, collection or otherwise) as DBS Bank may deem appropriate and apply all proceeds thereof toward settlement of the Termination Amount (or part thereof) due and payable by the Borrower.**

貴行得無須事前通知借款人，貴行得依其認為適當之方式出售當時由貴行持有之借款人之任何有價證券或其他財產（不論係因存放、保管、質權、移轉、催收或其他目的而持有），並將其所得款項全部用於支付借款人到期應付之終止金額（或其一部）。

- (d) Any proceeds received by DBS Bank under Paragraph B.7(c)(4) or Paragraph B.7(c)(5) remaining after (i) full settlement of the Termination Amount due and payable by the Borrower; (ii) deducting all costs and expenses incurred by DBS Bank in connection the exercise of DBS Bank's rights and remedies under Paragraph B.7(c)(4) or Paragraph B.7(c)(5), and (iii) full settlement of all other amounts due to DBS Bank whether under these Standard Conditions, the facility letter or any other agreement between the Borrower and DBS Bank, shall be paid by DBS Bank to the Borrower as soon as reasonably practicable. If the proceeds received by DBS Bank under Paragraph B.7(c)(4) or Paragraph B.7(c)(5) are insufficient to cover the payments referred to in the foregoing, the Borrower shall pay to DBS Bank promptly upon demand the amount of any such deficiency.**

貴行依第 B.7(c)(4)項或第 B.7(c)(5)項規定所收受之任何款項於 (i)全數結清借款人到期應付之終止金額；(ii)扣除貴行因行使其於第 B.7(c)(4)項或第 B.7(c)(5)項規定下之權利及救濟所生之全部有關成本及費用；及(iii)全數結清借款人不論係依本約定書、授信函或借款人與貴行間之其他任何協議所積欠貴行之所有其他款項後之餘額，貴行應儘速於合理可行之時支付予借款人。如貴行依第 B.7(c)(4)項或第 B.7(c)(5)項規定所收受之款項不足清償前開所述之金額時，借款人一經請求，應立即向貴行支付任何不足之金額。

- (e) In the event of an automatic termination of all outstanding Transactions pursuant to Paragraph B.7(b), without prejudice to any other rights or remedies which DBS Bank may have, the Borrower shall fully indemnify DBS Bank on demand against all expense, loss, damage and liability that DBS Bank may suffer or incur in respect of the terminated**

Transactions as a consequence of movement in interest rates, currency exchange rates or other relevant rates or prices between the date the Transactions are automatically terminated and the date that DBS Bank first becomes aware that such automatic termination has occurred.

於所有未到期交易係依第 B.7(b)項之規定而自動終止時，於不影響貴行所得享有之任何其他權利或救濟之情形下，借款人一經請求，即應全數賠償貴行在交易自動終止之日與貴行初次獲悉該自動終止發生之日之期間內，貴行因利率、貨幣匯率或其他相關比率或價格波動導致已終止之交易所遭受或所發生之所有費用、損失、損害及責任。

8. **Representations and Warranties** The Borrower represents and warrants that it has the legal capacity and power to enter into each Transaction and that any consents or other approvals required by it have been obtained and are in full force and effect. The Borrower further represents and warrants that it enters into each Transaction as principal and not as agent for any person.

聲明及擔保 借款人茲聲明並擔保其具有法律上能力與權力以從事各筆交易，且其所需之任何同意或其他許可皆已取得並具有完全之效力。借款人並進一步聲明並擔保其係以本人地位而非任何人之代理人之地位從事各筆交易。

9. **Risk Disclosure** The Borrower acknowledges that:-

風險揭露 借款人確認：-

- (a) The risk of loss in dealing with foreign exchange contracts can be substantial. Before entering into a Transaction, the Borrower should study and understand the foreign exchange market in detail and, if necessary, seek independent legal and financial advice;

從事外匯交易可能有鉅額之損失風險。於從事任何交易前，借款人應詳細研究並瞭解外匯市場，如有必要，並應尋求獨立之法律及財務建議；

- (b) DBS Bank is at all times acting as an arm's length counterparty and enters into each Transaction as principal and not as the Borrower's financial adviser, agent or fiduciary, unless DBS Bank has otherwise agreed in writing. DBS Bank does not and will not be deemed to give the Borrower any advice whether written or oral other than the representations (if any) set forth in these Standard Conditions and any confirmation signed or executed by the Borrower after negotiations with DBS Bank as the Borrower's counterparty; and

除經貴行另以書面同意外，貴行隨時皆係以一般正常交易對手之身分而行事，並以本人之地位而非以借款人之財務顧問、代理人或受託人之地位從事各筆交易。除本約定書及借款人與貴行（以借款人交易對手之身分）磋商後所簽署或締結之任何確認書所列之承諾事項（如有）外，貴行並未（將來亦不會被視為其有）提供借款人任何其他建議（不論書面或口頭）；及

- (c) DBS Bank and/or its affiliates may from time to time take proprietary positions and/or make markets in instruments identical or economically related to the Transactions entered into with the Borrower, or may undertake proprietary activities, including hedging transactions related to the initiation or termination of a Transaction with the Borrower that may adversely affect the market price, rate or other market factor(s) underlying a Transaction and consequently the value of the Transaction .

貴行及/或其關係企業得隨時自行買賣與其與借客人間之交易相似或有經濟上關聯之金融工具及/或從事造市活動，或從事自行買賣之活動，包括與借客人之交易起始或終止有關之避險交易，而可能對個別交易之市價、比率或其他市場因素有不利影響，並因此影響該筆交易之價值。

10 **Conflict of Terms**

條款之衝突

- (a) Each Transaction entered into by the Borrower and DBS Bank shall be subject to the terms set out in this Section B (read together with all other applicable provisions of these Standard Conditions) and the related Confirmation.

借款人及貴行間所為之各筆交易，皆應受本第 B 節條款（與本約定書所有其他適用條款併同解讀）及相關確認書中所載條款之拘束。

- (b) In the case of a conflict or inconsistency between the terms in this Section B and the other provisions of these Standard Conditions, the terms in this Section B shall prevail in respect of the Transactions. In the case of a conflict or inconsistency between the terms of any Confirmation and these Standard Conditions, the terms of the Confirmation will prevail.

本第 B 節之規定與本約定書其他條款間如有衝突或不一致者，就交易而言應以本第 B 節之規定為準。任何確認書與本約定書之規定間如有衝突或不一致者，應以確認書之規定為準。

11. **Exclusions** DBS Bank shall not be liable to the Borrower for any and all liabilities, losses and damages (direct, indirect or consequential) incurred by the Borrower (including, without limitation, any liability, loss or damage arising from any loss or delay in the transmission or wrongful interception of any order through any equipment or system owned and/or operated by or for DBS Bank).

責任排除 貴行就借款人所生之任何及所有債務、損失及損害（直接、間接或衍生性）概不負責（包括但不限於因透過貴行所擁有及/或由貴行操作或為貴行操作之任何設備或系統所為之任何指示，於傳輸過程中有任何遺漏或遲延或錯誤接收所生之任何債務、損失或損害）。

12. **Consent to Recording** The Borrower and DBS Bank (a) consent to the recording of telephone conversations of their trading, marketing and/or other relevant personnel in connection with these Standard Conditions and any potential Transactions, and to the submission of such recordings in evidence in any proceedings; and (b) agrees to obtain any necessary consent of, and give notice of such recording to such personnel.

錄音之同意 借款人及貴行(a)同意雙方之交易、行銷及/或其他相關人員就本約定書有關及任何潛在交易所為之電話對話內容予以錄音，並同意得於任何程序中提出該等錄音作為證據；及(b)同意就此等錄音自該等人員取得任何必要之同意並給予通知。

13. **Definitions and Interpretation for this Section B of Standard Conditions**

本約定書第 B 節之定義及解釋

Unless otherwise defined in these Standard Conditions or the context requires otherwise, the following expressions in Section B of these Standard Conditions shall have the following meanings:-

除本約定書或內文另有規定外，本約定書第 B 節中之下列用語定義如下：-

“**Affected Transactions**” means with respect to an Extraordinary Event, all Transactions affected by the occurrence of such Extraordinary Event as determined by DBS Bank;

「**受影響交易**」係指就特別事件而言，經貴行認定因該特別事件之發生而受影響之所有交易；

“**Amount Purchased by DBS Bank**” means (for any Deliverable Transaction) the currency and amount agreed to be purchased by DBS Bank in the relevant Transaction;

「**貴行買入金額**」係指（就任何本金交割之交易而言）於相關交易中約定由貴行買入之貨

幣及其金額；

“Amount Sold by DBS Bank” means (for any Deliverable Transaction) the currency and amount agreed to be sold by DBS Bank in the relevant Transaction;

「**貴行賣出金額**」係指（就任何本金交割之交易而言）於相關交易中約定由貴行賣出之貨幣及其金額；

“Calculation Agent” means DBS Bank (Taiwan) Ltd;

「**計算代理機構**」係指星展（台灣）商業銀行股份有限公司；

“Confirmation” means one or more documents or other confirming evidence sent by DBS Bank to the Borrower, which taken together with these Standard Conditions and the facility letter (if any) are effective to confirm all the terms of a Transaction;

「**確認書**」係指由貴行向借款人所發送之一份或數份文件或其他確認證明，連同本約定書及授信函（如有），以有效確認個別交易之所有條件者；

“Contractual Currency” means the currency in which the Borrower and DBS Bank have agreed payments under a Transaction shall be made;

「**約定貨幣**」係指借款人及貴行所合意就個別交易下之付款應給付之貨幣；

“Deliverable Transaction” means a Transaction in respect of which “Deliverable” is specified in the related Confirmation and/or which the Borrower and DBS Bank have agreed will settle in accordance with Paragraph B.4(a)(1);

「**本金交割之交易**」係指依相關確認書載明為「**本金交割**」及/或借款人與貴行合意將依第 B.4(a)(1)項之規定為結算之交易；

“Extraordinary Event” means (a) a natural or man-made disaster, armed conflict, act of terrorism, riot, labour, disruption or any other circumstances beyond DBS Bank’s control; (b) DBS Bank determines that it has or will likely become illegal or impossible, or any central bank, governmental or regulatory authority asserts that it is illegal or impossible for the Borrower or DBS Bank to perform any of their respective obligations under the Transactions or these Standard Conditions; (c) a specified currency becomes unavailable in the relevant jurisdiction due to restrictions on the convertibility, transferability, requisitions, involuntary transfers, distraints of any character, exercise of military or usurped powers, or other similar causes beyond DBS Bank’s control; or (d) DBS Bank determines that there is a substantial likelihood that DBS Bank will receive payments under a Transaction from which an amount is required to be deducted or withheld for or on account of a tax due to an action taken by a taxing authority or brought in a court of competent jurisdiction, or change in the relevant tax laws on or after the Transaction is entered into;

「**特別事件**」係指(a)天災或人為災害、武裝衝突、恐怖主義活動、暴亂、罷工、中斷或超出貴行控制之任何其他情事；(b)經貴行判定借款人或貴行履行其依該筆交易或本約定書所定之任何義務已變得不合法或不可能，或有變成不合法或不可能之虞，或任何中央銀行、政府或監理機關宣稱其為不合法或不可能者；(c)特定貨幣由於其可兌換性或可轉讓性之限制、徵用、非自願性轉讓、任何性質之扣押、軍事或叛軍之活動、或其他超出貴行控制之類似原因，致於相關司法管轄區內變成無法取得；或(d)貴行認定其於個別交易將收取之款項，於交易日或其後有高度可能須因稅務機關之行為、於有權管轄法院所提出之訴訟、或相關稅法之變更而必須扣除或扣繳某項稅捐；

“Non-Deliverable Transaction” means a Transaction in respect of which “Non-Deliverable” is specified in the related Confirmation and which the Borrower and DBS Bank have agreed will settle in accordance with Paragraph B.4(a)(2);

「無本金交割之交易」係指依相關確認書載明為「無本金交割」且借款人與貴行合意將依第 B.4(a)(2)項之規定為結算之交易；

“Reference Currency” means, in respect of a Non-Deliverable Transaction, the currency in the currency pair which the Borrower and DBS Bank have agreed on as such and/or the currency specified as the Reference Currency in the related Confirmation;

「參考貨幣」係指就無本金交割之交易而言，一組貨幣中經借款人與貴行約定為參考貨幣，及/或於相關確認書中明訂為參考貨幣者；

“Reference Currency Buyer” means, in respect of a Non-Deliverable Transaction, the party agreed between the Borrower and DBS Bank and specified as such in the related Confirmation or, if none is specified, the party to which the Reference Currency is owed (or would have been owed if the Transaction was a Deliverable Transaction) on the Settlement Date;

「參考貨幣買方」係指就無本金交割之交易而言，借款人與貴行約定並於相關確認書中明訂為參考貨幣買方之當事人，或若未明訂者，則指於結算日應向其支付參考貨幣之一方當事人（或假設該筆交易為本金交割之交易時，應向其支付者）；

“Reference Currency Notional Amount” means in respect of a Non-Deliverable Transaction, the amount in the Reference Currency agreed between DBS Bank and the Borrower and specified as such in the related Confirmation;

「參考貨幣名目金額」係指就無本金交割之交易而言，貴行與借款人約定並於相關確認書中明訂以參考貨幣計價之名目金額；

“Reference Currency Seller” means, in respect of a Non-Deliverable Transaction, the party agreed between the Borrower and DBS Bank and specified as such in the related Confirmation or, if none is specified, the party which owes (or would have owed if the Transaction were a Deliverable Transaction) the Reference Currency on the Settlement Date;

「參考貨幣賣方」係指就無本金交割之交易而言，借款人與貴行約定並於相關確認書中明訂為參考貨幣賣方之當事人，或若未明訂者，則指於結算日應支付參考貨幣之一方當事人（或假設該筆交易為本金交割之交易時，應為支付者）；

“Screen Rate” means the display page on the relevant service designated as such in the related Confirmation;

「頁面匯率」係指相關確認書中所特定之相關服務之顯示頁面；

“Settlement Currency” means in respect of a Non-Deliverable Transaction, the currency agreed between DBS Bank and the Borrower in which such Non-Deliverable Transaction is to be settled on the Settlement Date;

「結算貨幣」就無本金交割之交易而言，係指借款人與貴行約定於結算日用以結算該筆無本金交割交易之貨幣；

“Settlement Currency Amount” means an amount expressed in the Settlement Currency calculated as follows:-

「結算貨幣金額」係指以結算貨幣表示並按以下公式計算之金額：-

$$SCA = SCNA \times \left[1 - \left(\frac{RCNA}{SCNA} \times \frac{1}{SR} \right) \right]$$

Where:

其中：

SCA means Settlement Currency Amount;

SCA 係指結算貨幣金額；

SCNA means Settlement Currency Notional Amount;
SCNA 係指結算貨幣名目金額；

RCNA means Reference Currency Notional Amount;
RCNA 係指參考貨幣名目金額；

SR means Settlement Rate.
SR 係指結算匯率。

“Settlement Currency Notional Amount” means in respect of a Non-Deliverable Transaction, the amount in the Settlement Currency agreed between DBS Bank and the Borrower and specified as such in the related Confirmation;

「結算貨幣名目金額」係指就無本金交割之交易而言，貴行與借款人約定並於相關確認書中明訂以結算貨幣計價之名目金額；

“Settlement Date” means in respect of a Transaction, the date specified as the Settlement Date or otherwise determined as provided in the related Transaction;

「結算日」係指就個別交易而言，經指定或依該相關交易規定以其他方式決定為結算日之日期；

“Settlement Rate” means in respect of a Non-Deliverable Transaction, the currency exchange rate between the Reference Currency and the Settlement Currency for a Valuation Date determined by reference to the specified Screen Rate, provided always that if for any reason such Screen Rate is not available, the Settlement Rate will be determined by the Calculation Agent in its sole and absolute discretion taking into account such information as it in good faith deems relevant;

「結算匯率」係指就無本金交割之交易而言，參考貨幣與結算貨幣間於評價日按特定頁面匯率而定之貨幣匯率，惟若基於任何理由而該頁面匯率無法取得時，結算匯率將由計算代理機構依其唯一且絕對之決定權，以誠信考量其認為相關之資訊而決定之；

“Termination Currency” means United States Dollars unless all Transactions hereunder are denominated in a single currency in which case such currency shall be the Termination Currency;

「終止貨幣」係指美金，惟若本約定書下所有交易皆係以單一貨幣計價者，則該等貨幣應為終止貨幣；

“Transaction Business Day” means a day on which commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the places specified for that purpose in the Confirmation or if none is specified, in the principal financial centre of the Reference Currency;

「交易營業日」係指為交易目的，於確認書所訂地點（如未指定，則為參考貨幣之主要金融中心）之商業銀行對外營業（包括依外匯市場之市場實務而為之外匯交易）之日；

“Valuation Date” means unless otherwise specified in the related Confirmation, the day that is two Transaction Business Days preceding the Settlement Date.

「評價日」係指除於相關確認書中另有規定外，結算日前兩個交易營業日之日。

C. DEFINITIONS AND INTERPRETATION

定義及解釋

1. Unless the context requires otherwise, the following expressions appearing in the Facility Letter and these Standard Conditions shall have the following meanings:-

除內文另有規定外，授信函及本約定書中之下列語詞定義如下：-

“Affiliates” in respect of a party, means:

「關係企業」就一方當事人而言，係指：

- (a) any other legal entity, directly or indirectly controlling or controlled by or under the direct or indirect common control with that party; or

直接或間接控制該當事人、或受其所控制、或與其同受直接或間接控制之任何其他法人；或

- (b) any beneficial owner of shares representing 50% or more of the nominal value of the issued share capital of that party.

持有該當事人已發行股本面額 50% 以上股份之任何受益所有人。

For the purposes of this definition, “control” when used with respect to a party means the power to direct the management and policies of such person or legal entity, directly or indirectly;

就本項定義之目的，關於一方當事人而言，所稱「控制」係指直接或間接指揮該人或法人組織之管理及政策之權力；

“Borrower” means a party who is, or is deemed as, a borrower and/or a counterparty to a Transaction under any Facility Letter;

「借款人」係指任何授信函下之借款人及/或某筆交易之交易對手，或被視為借款人及/或某筆交易之交易對手之人；

“Borrower’s Information” shall mean any information relating to the Borrower, the liabilities, the Borrower’s account(s) and transaction(s) with DBS Bank and any member of the group companies to which the Borrower belongs, including personal data of the Borrower, directors, supervisor, shareholders, officers and employees of the Borrower;

「借款人資料」係指關於借款人、債務、借款人於貴行之帳戶及與貴行之交易、及借款人所屬集團公司之任何成員之資料，包括借款人及其董事、監察人、股東、經理人及員工等之個人資料。

“Business Day” shall mean a day (excluding Saturdays, Sundays and public holidays) (a) on which banks are open in the Republic of China; and (b) if the transaction requires or involves a currency (other than Euro and New Taiwan Dollars), on which banks in the principal financial centre where such currency is issued are open; and/or (c) if the transaction requires or involves Euro, on which the bank in which DBS Bank maintains an account in Euro and the system in which such bank uses, are open;

「營業日」係指非週六、週日及國定假日之下列任一日：(a) 中華民國銀行有對外營業；且 (b) 若該交易需要或涉及歐元及新台幣以外之貨幣者，則於該貨幣發行地主要金融中心之銀行亦有對外營業；且/或(c) 若該交易需要或涉及歐元，貴行開立歐元帳戶之銀行及該銀行所使用之系統皆有對外營業之日；

“Cost of Funds” means the rate determined by DBS Bank solely to be its cost of funding the relevant Facility;

「資金成本」係指由貴行就其籌措相關授信資金之成本而單方訂定之利率；

“DBS Group” means DBS Group Holdings Ltd and its Affiliates;

「星展集團」係指星展集團控股公司及其關係企業；

“DBS Master Agreement” means DBS Bank’s bespoke agreement governing transactions that are a spot transaction or forward, swap, future, option, cap, floor, collar or other derivative, on

one or more rates, currencies or commodities, or any combination of the aforesaid transactions, the scope of which may be expanded, reduced or varied by DBS Bank from time to time;

「**星展銀行主協議書**」係指貴行所訂定之契約，用以規範標的為一項或多項比率、貨幣或商品等之即期交易或遠期、交換、期貨、選擇權、上限選擇權、下限選擇權、上下限選擇權或其他衍生性交易，或上述交易之任何組合，其範圍得由貴行隨時擴大、限縮或變更；

“**Facilities**” means the banking facilities, loans and advances or other accommodation more particularly described in the Facility Letter and such other banking facilities as may from time to time be granted by DBS Bank to the Borrower;

「**本授信**」係指於授信函中更具體詳述之銀行授信、貸款及預付款或其他授信，及貴行隨時核貸予借款人之其他銀行授信；

“**Facility Documents**” means the Facility Letter, the Security Documents, any DBS Master Agreement or ISDA Agreement, Confirmations, all agreements, credit agreements, facility letters, application and other forms and all other documents made or to be made between an Obligor and DBS Bank and/or one or more Affiliates of the Borrower or executed by an Obligor and/or one or more Affiliates of the Borrower in favour of DBS Bank and/or for the attention of DBS Bank in connection with the Facilities and/or the Transactions (as the case may be);

「**授信文件**」係指授信函、擔保文件、任何星展銀行主協議書或 ISDA 協議、確認書、所有契約、貸款協議、授信函、申請書及其他表單、及債務人與貴行及/或借款人之一個或數個關係企業所作成或將作成，或由債務人及/或借款人之一個或數個關係企業為貴行之利益及/或以貴行為收件人所簽署與本授信及/或交易（按其情形）有關之所有其他文件；

“**Facility Letter**” means the letter of offer relating to the Facilities and/or the Transactions (if any) granted or to be granted by DBS Bank to the Borrower and shall include these Standard Conditions and any and all other terms and conditions of DBS Bank attached thereto or any one or more or all of them as the context may require, all of which are incorporated therein and form part thereof;

「**授信函**」係指貴行向借款人已核貸或將核貸有關本授信及/或交易（如有）之要約函，其內容並應包括本約定書及貴行隨函檢附之任何及所有其他條款及條件，或依其內文之要求而適用其中一項或數項或全部規定，上述內容皆應納入授信函，並構成授信函之一部分；

“**ISDA Agreement**” means the 1992 ISDA Master Agreement (Multi-Currency Cross-Border) or 2002 ISDA Master Agreement, whichever is applicable;

「**ISDA 協議**」係指 1992 年 ISDA 主協議（跨國多種貨幣）或 2002 年 ISDA 主協議，視其適用者為何；

“**LIBOR**” means the rate for deposits in United States Dollars for the relevant interest period which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two Business Days preceding the first day of that interest period or such other date as DBS Bank may determine. If the agreed screen page is replaced or the service ceases to be available, DBS Bank may specify another page or service displaying the appropriate rate;

「**LIBOR**」係指相關利息期間首日前兩個營業日，或貴行所定之其他日期當日倫敦時間上午 11:00 路透社螢幕 LIBOR01 頁面就該利息期間所揭示之美金存款利率。如約定之螢幕頁面遭替換或該服務不再提供，貴行得指定揭示適當利率之其他頁面或服務；

“**Obligor**” means each of the Borrower(s), any guarantor and any other party to any of the Security Documents (other than DBS Bank and the Borrower);

「**債務人**」係指各借款人（等）、任何保證人或任何擔保文件之任何其他當事人（除貴行及借款人外）；

“**Personal Data**” has the meaning ascribed to it in the Personal Data Protection Act of the Republic of China;

「**個人資料**」之意義依中華民國個人資料保護法所定義；

“**Security Documents**” means (i) any guarantee and any other document from time to time executed to guarantee, secure or otherwise assure the performance of the obligations of the Borrower under or in connection with the Facilities and (ii) any deed of subordination from time to time executed in favour of DBS Bank under or in connection with the Facility Documents;

「**擔保文件**」係指(i)任何保證書或為保證、擔保或以其他方式確保借款人於本授信下所負債務或其相關債務之履行所隨時簽訂之其他任何文件，及(ii)依授信文件或與授信文件有關而為貴行之利益所隨時簽訂之任何債權居次同意書；

“**SIBOR**” means the rate for deposits in Singapore Dollars for the relevant interest period which appears on the Reuters Screen ABSIRFIX01 Page under the heading “SGD SIBOR” as of 11:00 a.m., Singapore time, on the day that is two Business Days preceding the first day of that interest period or on such other date as DBS Bank may determine. If the agreed screen page is replaced or the service ceases to be available, DBS Bank may specify another page or service displaying the appropriate rate;

「**SIBOR**」係指相關利息期間首日前兩個營業日、或貴行所定之其他日期當日新加坡時間上午 11:00 路透社螢幕 ABSIRFIX01 頁面之「SGD SIBOR」標題下就該利息期間所揭示之新加坡幣存款利率。如約定之螢幕頁面遭替換或該服務不再提供，貴行得指定揭示適當利率之其他頁面或服務；

“**Swap Offer Rate**” means the rate for deposits in Singapore Dollars for the relevant interest period which appears on the Reuters Screen ABSFIX01 Page under the heading “SGD SOR rates” as of 11:00 a.m., London time, on the day that is two Singapore and London Banking Days preceding the first day of that interest period or on such other date as DBS Bank may determine. If such rate does not appear on the Reuters Screen ABSFIX01 Page, the rate will be any substitute rate announced by ABS Benchmarks Administration Co Pte. Ltd. (or its successor as administrator or sponsor of that rate) (“**Administrator**”). If the Administrator does not announce such rate by 9:00pm, Singapore time, on the day that is two Singapore and London Banking Days preceding the first day of that interest rate period, DBS Bank may specify another page or service displaying the appropriate rate. “**Banking Days**” in this paragraph means in respect of any city, any day on which commercial bank are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city;

「**換匯交易報價利率**」係指相關利息期間首日前兩個新加坡及倫敦銀行營業日、或貴行所定之其他日期當日倫敦時間上午 11:00 路透社螢幕 ABSFIX01 頁面之「SGD SOR rates」標題下就該利息期間所揭示之新加坡幣存款利率。若路透社螢幕 ABSFIX01 頁面未顯示該利率，將以新加坡銀行公會基準管理股份有限公司（ABS Benchmarks Administration Co Pte. Ltd.，或接替其管理或主辦該利率之繼任者）（下稱「**管理機構**」）所公布之任何替代利率為準。如管理機構未於該利息期間首日前兩個新加坡及倫敦銀行營業日當日新加坡時間下午 9:00 前公布該利率者，貴行得指定揭示適當利率之其他頁面或服務。本段所稱之「**銀行營業日**」就任何城市而言，係指於該城市之商業銀行對外為一般營業（包括外匯及外幣存款之交易）之任一日；

“**Taxes**” includes all present and future taxes, levies, imposts, duties, fees, charges or withholding of a similar nature together with any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same;

「**稅負**」係指所有現在或將來之稅賦、徵費、進口稅、關稅、費用、收費或性質相似之扣繳，及上述任何未予繳納或遲延繳納所相關之任何應付罰金或或利息；

“Termination Amount” in relation to Transactions, has the meaning ascribed to it in Paragraph B.7(c)(2);

「終止金額」就交易而言，其定義如第 B.7(c)(2)條之規定；

“Termination Event” means any of the following:

「終止事由」係指下列任一情事：

- (a) the Borrower fails to repay principal of any indebtedness to DBS Bank when due under any Facility Documents;

借款人未能按期清償任何授信文件下所應付貴行之任何本金債務；

- (b) the Borrower becomes insolvent, applies for or be the subject of an application for composition (settlement) or a petition for adjudication of bankruptcy under the Bankruptcy Law of the Republic of China, applies for or be the subject of a petition for corporate reorganization, be discredited by clearing house, or ceases business operations, or the Borrower makes any arrangement for the settlement of its indebtedness, or is involved in dissolution, liquidation, or is appointed a tentative administrator in accordance with the Company Law of the Republic of China;

借款人發生無清償能力、依中華民國破產法聲請或遭聲請和解或宣告破產、聲請或遭聲請公司重整、經票據交換所拒絕往來、停止營業、或債務人安排清理債務、或涉及解散、清算或經依中華民國公司法指定臨時管理人之情事者；

- (c) the Borrower fails to provide collateral under a contractual obligation between it and DBS Bank whether under these Standard Conditions or any Facility Documents or the Borrower fails to provide additional security as required by DBS Bank under these Standard Conditions, or the account opened by the Borrower with DBS Bank is under the risk of being attached;

借款人依其與貴行之約定（不論係本約定書或任何授信文件）負有提供擔保之義務而不依約提供者，或借款人未能如貴行依本約定書之要求增提擔保品者，或借款人於貴行所開立之存款帳戶有被查封之虞時；

- (d) the heirs or successors of the Borrower declare to waive rights to inheritance upon the Borrower's death (applicable to the Borrowers who are nature persons);

借款人死亡而借款人之繼承人聲明拋棄繼承者（適用於借款人為自然人時）；

- (e) the Borrower's main assets are subject to a confiscation decree by court for criminal offenses;

借款人因刑事案件而受法院沒收主要財產之命令者；

- (f) DBS Bank is misled when making a decision of the credit to be extended to the Borrower by any untrue statement or omission contained in any financial statement, in these Standard Conditions, or in any Facility Documents delivered to DBS Bank by the Borrower;

借款人提交予貴行之財務報表、本約定書或任何授信文件所載之內容有不實記載或有遺漏，致誤導貴行對提供授信予借款人之判斷者；

- (g) any guarantor ceases to be the Borrower's director, supervisor or other legal representative and the Borrower fails to immediately notify DBS Bank in writing of such change;

任一保證人不再擔任借款人之董事、監察人或其他有代表權之人，而借款人未立即以書面通知貴行該變更者；

- (h) the Borrower fails to pay interest, fees or any other sums of Total Indebtedness when due to DBS Bank in accordance with any Facility Documents, and such failure is not cured within five Business Days after DBS Bank sends the written notice to the Borrower ("Cure Period");

借款人未能按期支付依任何授信文件所應付貴行之任一宗利息、費用或總債務下之任何其他款項，且未於貴行給予書面通知後五個營業日內（下稱「補正期限」）補正者；

- (i) any of the events described in (a) to (f), (h) or (j) to (o) of this clause occur with respect to any guarantor, security provider, or co-maker, endorser, issuer or any other person liable in any respect in connection with the security and any of such forgoing circumstances are not cured within the Cure Period;

任一保證人、擔保品提供人或與擔保品有關之共同發票人、背書人、簽發人或任何其他相關之義務人發生本條第(a)至(f)款、第(h)款或第(j)至(o)款所列情況之一，而未於補正期限內補正上開情事者；

- (j) the Borrower's actual use of proceeds of the drawdown under any Facility Documents is deviated from DBS Bank's approved purposes or is in violation of applicable laws and regulations, or the Borrower fails to perform the plan of credit use according to the schedule committed by the Borrower when DBS Bank extended the credit, or relevant licenses or permissions are suspended or revoked due to any reason and such circumstances are not cured within the Cure Period;

借款人於任何授信文件下動用之資金，其實際資金用途不符貴行核定之用途或違反相關法令，或借款人未依其自貴行取得授信時所承諾之時程執行其資金使用計畫，或相關證照或許可因任何原因被停止或撤銷，而未能於補正期限內補正該等情事者；

- (k) any security is under the risk of being attached, destroyed or lost, or diminishes in value or otherwise becomes insufficient to secure Total Indebtedness, or the property of the Borrower is subject to compulsory execution, provisional measures or other preservation measures which is likely to adversely affect DBS Bank's recovery of Total Indebtedness, and such circumstances are not cured within the Cure Period;

任何擔保品有被查封、毀損或滅失、或價值減少或其他不敷擔保總債務、或借款人之財產受強制執行、假處分或其他保全處分，致有不利貴行受償總債務之虞，而未能於補正期限內補正該等情事者；

- (l) the Borrower fails to make payment of any sums under any other agreement with any third parties when due or there occurs any event which accelerates or permits acceleration of the maturity of any indebtedness of the Borrower (whether incurred in the capacity as principal obligor, guarantor or otherwise), and such failure is not cured within the Cure Period;

借款人未能按期支付其與第三人締結之任何其他契約下之應付款項，或借款人（不論係以主債務人或保證人或其他身分）之任何債務發生加速到期或可加速到期之情事，而未能於補正期限內補正該等情事者；

- (m) the Borrower violates any provision under these Standard Conditions or the Facility Documents, and such circumstances are not cured within the Cure Period;

借款人違反其於本約定書或授信文件下之任一規定，而未能於補正期限內補正該等情事者；

- (n) the premium of any insurance policy covering the security or any part thereof is not paid

when due, and such failure to pay is not cured within the Cure Period; or

擔保品或其任何部分之任何保險單下之保險費到期未付，而未能於補正期限內補正該等情事者；或

- (o) there occurs a material adverse change in the management, operation or financial condition of the Borrower, which would cause material adverse impact on the Borrower's ability to perform obligations under these Standard Conditions or the Facility Documents, and such circumstances are not cured within the Cure Period;

借款人之管理、營運或財務狀況發生重大不利之變化，而對債務人履行本約定書或授信文件下義務之能力有重大影響，而未能於補正期限內補正該等情事者；

“**Total Indebtedness**” means at any time, all amounts (whether of principal, interest, fees, costs, charges, expenses or otherwise) owing or payable (whether certain or contingent and whether as surety or as principal) from the Borrower either solely or jointly with any other person(s) to DBS Bank arising out of or in connection with any of the Facilities from time to time extended or granted by DBS Bank to the Borrower either solely or jointly with any other person(s), in each case, pursuant to the terms and conditions of any Facility Document and including, without limitation, any amounts for which the Borrower is liable to indemnify DBS Bank in any matter whatsoever; and

「**總債務**」係指於任何時點，於任何情況，借款人由於或關於貴行隨時向借款人展延或核貸本授信中之任何項目，而依任何授信文件之條款及條件，單獨或與其他任何人共同連帶積欠或應付（不論係確定債務或或有債務，亦不論係作為保證人或主債務人）予貴行之所有金額（不論係本金、利息、費用、成本、收費、支出或其他），包括但不限於借款人於任何情形下對貴行所負之任何損害賠償金額；及

“**Transaction**” means any foreign exchange transaction or any other transaction which DBS Bank may, pursuant to the terms of the Facility Letter, agree at DBS Bank's sole and absolute discretion, to enter into with the Borrower and which is designated as a Transaction in any Confirmation (as defined in Section B) and may refer to a Deliverable Transaction (as defined in Section B) or a Non-Deliverable Transaction (as defined in Section B) (as the context requires).

「**交易**」係指任何外匯交易，或貴行依授信函之規定有權按其單方全權決定而同意與借款人從事之任何其他交易，及經於任何確認書（定義詳第 B 節）中明訂為交易者；且其所指稱者，按其內容之要求，可能為有交割之交易（定義詳第 B 節）或無交割之交易（定義詳第 B 節）。

2. The headings in the Facility Letter and these Standard Conditions shall be ignored in construing the Facility Letter and these Standard Conditions.

於解釋授信函及本約定書時，授信函及本約定書之標題應予以忽略。

3. A reference to:

本約定書中所稱：

- (a) any document or agreement refers to such document or agreement as amended replaced or supplemented at any time and any document or agreement which amends, replaces or supplements such document or agreement;

任何文件或契約，係指經於任何時點修訂、取代或增補之該等文件或契約，及就該等文件或契約加以修訂、取代或增補之任何文件或契約；

- (b) an “**Obligor**”, “**Borrower**”, “**DBS Bank**” and any person includes its successors in title, personal representatives, permitted assigns and transferees (where applicable);

「**債務人**」、「**借款人**」、「**貴行**」及任何人等，包括其權利繼承人、遺產代理人、

經允許之受讓人及受移轉人（於可適用時）；

- (c) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state, governmental or quasi-governmental bodies or authorities or any society, association or partnership, limited partnership, limited liability partnership or any other entity (whether or not having separate legal personality);

「人」者，包括任何自然人、商號、公司、企業、政府、國家、或國家、政府或類政府主體或機關之機構、或任何社團、協會或合夥、有限合夥、有限責任合夥或任何其他實體（不論有無獨立之法人格）；

- (d) a “**guarantee**” includes an indemnity, bond or counter-indemnity, howsoever described, issued by any person in respect of any obligation of any other person; and

「保證書」者，包括任何人就任何其他人之債務所開立之擔保書、保證金或反向擔保約定書，不論其名稱為何；及

- (e) any statute or any provision thereof includes that statute or that provision as amended or re-enacted or re-numbered from time to time.

任何法令或其任何條款，包括該法令或該條款經隨時修正、重新制定或重新編號後之內容。

4. Where two or more persons are included in the term “**Borrower**” and “**Obligor**”:

如所稱「**借款人**」及「**債務人**」一詞中含有二人或二人以上者：

- (a) all covenants, agreements, terms, conditions, provisions, restrictions or obligations shall be deemed to be made by and binding on and applicable to them jointly and each of them severally and shall also be binding on and applicable to their respective successors and permitted assigns jointly and severally;

所有承諾事項、契約、條款、條件、規定、限制或債務，應視為由其等共同且連帶作成，對其等具有連帶之拘束力，並連帶適用之，且對其各自之繼承人及經允許之受讓人，亦具有連帶拘束力，並應連帶適用之；

- (b) any notice given by DBS Bank to any of the Borrower shall be binding on the others and any notice or demand given by DBS Bank to any one of the Borrower shall be deemed to be served on all of them.

貴行向任一借款人所為之通知對其他人亦有拘束力，且貴行向任一借款人所為之任何通知或催告，亦應視為係對其全體為送達。

CONFIRMATION AND SPECIAL TERMS: THE BORROWER HEREBY CONFIRMS THAT DBS BANK HAS PROVIDED THE BORROWER WITH A REASONABLE TIME FOR REVIEW OF THESE STANDARD CONDITIONS, PARTICULARLY, ALL THE PROVISIONS WITH RESPECT TO TERMINATION EVENTS, UNDERTAKINGS AND THE PROVISIONS WITH RESPECT TO OUTSOURCING ARRANGEMENT AND DISCLOSURE, COLLECTION, PROCESSING, UTILIZATION AND INTERNATIONAL TRANSMISSION OF THE BORROWER’S INFORMATION AND PERSONAL DATA AND HAS NEGOTIATED THESE STANDARD CONDITIONS WITH THE BORROWER AND THAT THE BORROWER FULLY UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THESE STANDARD CONDITIONS AND AGREES TO COMPLY WITH THEM.

借款人確認事項及個別商議條款： 借款人茲此確認貴行已給予借款人充分合理之期間審閱本約定書，特別是有關終止事由、承諾事項、及有關委外作業安排、及借款人資料與個人資料之揭露、蒐集、處理、利用及國際傳輸之全部規定，並已與借款人協商本約定書之內容。借款人亦確認其充分瞭解本約定書之全部條款及條件，並願確實遵守。

The Borrower:

借款人：

Name of Company/Individual:

公司/個人名稱（姓名）：

Signature/Chop:

簽名/蓋章：

Address:

地址：

Facsimile No.:

傳真號碼：

Date:

日期：

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