

保 證 書
GUARANTEE

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

敬啟者：
Gentlemen:

鑒於星展(台灣)商業銀行股份有限公司(包括其總行、各分行及其繼受人及受讓人，以下稱「貴行」)向

_____ (統一編號/身份證號碼：_____)(以下稱「主債務人」)提供各種授信(包括但不限於借款、透支、貼現、保證、承兌、開發信用狀、進出口押匯、墊款應收帳款承購等)、外匯交易、衍生性金融商品交易及其他交易，立保證書人茲同意，不可撤銷地及無條件地，連帶保證償付並履行主債務人屆期(於約定到期日、提前到期或因其他情事到期)應付 貴行之一切債務(惟本金不得超過

_____元)，包括但不限於下列債務(以下合稱「保證債務」)：(1) 貴行現已或將來提供主債務人之授信及主債務人與貴行間之外匯交易、衍生性金融商品交易及其他交易所生之一切直接或間接之債務；(2)因 貴行提供主債務人授信或與主債務人往來所生之一切直接或間接之債務；(3)主債務人現在或將來對 貴行所負之一切債務；及(4)所有與上開授信、債務或其擔保品有關之利息、違約金、損害賠償、佣金、成本、手續費及費用(包括律師費用及催收費)。立保證書人並同意如主債務人未如期清償全部或一部之保證債務時(包括債務到期日屆至、提前到期或因其他情事到期)，經 貴行通知或請求時，立即依照主債務人於保證債務下所規定之清償方式、貨幣種類及清償地點清償保證債務。

In consideration of the extending credit facilities (including without limitation, letters of credits, loans, discount, acceptance, guarantee, factoring, etc.) by DBS Bank (Taiwan) Ltd (including its head office, branches, successors and assigns, referred to as the "Bank") to or for account of _____ (Registration Number/ Identification Number: _____) (hereinafter collectively referred to as the "Principal Debtors" or individually as "Principal Debtor", where appropriate) as well as any and all foreign exchange transactions, financial derivative transactions or other transactions between the Bank and the Principal Debtor, the undersigned guarantor hereby absolutely, irrevocably and unconditionally guarantee(s) to the Bank, **jointly and severally with the Principal Debtor, the payment when due, upon maturity, acceleration or otherwise, of any and all indebtedness, debts, obligations, and liabilities (collectively hereinafter referred to as the "Guaranteed Obligations")** owed by the Principal Debtor to the Bank (provided that the principal amount of such Guaranteed Obligations shall not exceed

_____), including without limitation thereto (1) the payment of all moneys owed to the Bank by the Principal Debtor under any and all credit facilities granted or to be granted by the Bank to the Principal Debtor and foreign exchange transactions, financial derivative transactions or other transactions between the Bank and the Principal Debtor; (2) all liabilities direct or indirect to which the Principal Debtor may become subject as a result of extension of credit facilities to or dealing with the Bank; (3) payment of all moneys which are now or shall at any time or from time to time hereafter become due or owing from the Principal Debtor to the Bank; and (4) all interest, penalty, compensation, commissions, costs, charges and expenses (including all attorneys' fees and costs and expenses of collection) which may be incurred in respect of such credit facilities, liabilities or any security thereof. The undersigned guarantor further agrees that if the Principal Debtor shall default in the payment when due (upon maturity, acceleration or otherwise) of all or any of the Guaranteed Obligations, the undersigned guarantor shall forthwith pay the same, upon the Bank's notice or demand, in the manner, in the currency and at the place required with respect to any such Guaranteed Obligations.

在法律許可之範圍內，立保證書人茲聲明並同意下列條款：

To the extent permitted by law, the undersigned guarantor hereby declares and agrees to the following terms and conditions :

1. 本保證書就一切保證債務均屬有效。於法律許可之最大範圍內，本保證書之效力及拘束力不受下列情事之影響：(1)主債務人結束在 貴行之帳戶；(2)主債務人於任何時候償付任何款項予 貴行；或(3)其他類似之情事。本保證書之效力及 貴行於本保證書下之權利不受下列情事之影響：(1)主債務人進行破產、重整、清算或其他程序等；或(2)主債務人死亡或行為能力之喪失或被限制。如立保證書人為自然人者，本保證書不因立保證書人死亡而受影響，在立保證書人死亡之情形，本保證書對其法定繼承人亦具有效力。

This guaranty shall apply to all Guaranteed Obligations. To the greatest extent permitted by applicable law, the effect or validity of this guaranty shall not be affected by any of (1) at any time or times the Principal Debtor's account with the Bank may be closed; (2) any payments from time to time may be made by the Principal Debtor to the Bank; or (3) any other event with analogous effect. The validity of this guaranty shall not be affected, and the Bank's rights hereunder shall not be prejudiced by (1) the bankruptcy, reorganization, liquidation or other proceeding of the Principal Debtor; or (2) the death of the Principal Debtor or loss or restriction of capacity of the Principal Debtor. If the undersigned guarantor is an individual, this guaranty shall not be affected by the death of the undersigned and this guaranty shall have binding effect on the heirs at law of the deceased undersigned guarantor.

2. 貴行得就本保證書所保證債務之全部或一部，隨時依 貴行認為適當之方式向立保證書人請求並接受其他保證或收取擔保品，及／或交還、免除、捨棄或以

其他方式處分該保證或擔保品，及 貴行現在所持有保證或擔保品之全部或一部，惟 貴行於本保證書下所享有之權利不受影響。立保證書人應於簽署本保證書之同時，或 貴行要求時，簽交 貴行形式及內容經 貴行認可之本票及本票授權書，並隨時經 貴行要求，換發形式及內容經 貴行認可之新本票及本票授權書。在不影響上述之規定及後述第 4 條之規定下，立保證書人同意 貴行得在不免除立保證書人之責任下，於法律許可之最大範圍內，拋棄、變更或不執行任何其他保證或擔保品，或不自擔保品取得利益，或與其他保證人達成和解。

The Bank shall (without in any way prejudicing or affecting the Bank's rights hereunder) from time to time request and take further or other guaranty or security for the Guaranteed Obligations or any part thereof from the undersigned guarantor as the Bank may deem proper, and/or release, discharge, abandon or otherwise deal with any such guaranty or security and any guaranty or security (or any part thereof) now held by the Bank. The undersigned guarantor shall, upon execution of this guaranty or upon demand by the Bank from time to time, execute and deliver promissory note(s) and letter(s) of authorization in form and substance satisfactory to the Bank, and shall, upon request of the Bank, issue new promissory note(s) and letter(s) of authorization in form and substance satisfactory to the Bank from time to time for replacement of the existing promissory note(s) and letter(s) of authorization. **Without limiting the generality of the foregoing or of section 4 hereof, it is agreed upon by the undersigned guarantor that the Bank may, to the greatest extent permitted by law, without exonerating the undersigned guarantor from the obligations hereunder, give up, modify or abstain from perfecting any guaranty or security or taking advantage of any security and accept or make any compositions or arrangements with other guarantors.**

3. 貴行得不經通知立保證書人或得其同意（除非該通知或同意依法應有之而不得放棄者），隨時為下列行為而不影響立保證書人依本保證書之責任：(1)對保證債務或表彰該債務之任何匯票、本票、保證書、切結書或其他票據、憑證或文件之更新、和解、延期清償、增加、提前到期或其他變更付款時間或變更約定條款，包括提高利率；(2)取得、持有、變換、執行或免除任何人為本保證書保證債務所提供之擔保物或保證；(3)免除或更換任何背書人、保證人、主債務人或其他義務人之義務；及／或(4)轉讓本保證書之全部或一部。

The Bank may from time to time, without notice to or further consent of the undersigned guarantor (except such notice or consent shall be required by applicable law and cannot be waived), and without affecting or impairing the liability of the undersigned guarantor hereunder, (1) renew, compromise, extend, increase, accelerate or otherwise change the time for payment or the agreed terms in respect of the Guaranteed Obligations, or any part thereof, or any bill of exchange, promissory note, guarantee, undertaking or any other instrument, paper or document now or hereafter representing Guaranteed Obligations or any part thereof, including increase of the interest rate thereon; (2) take, hold, exchange, enforce or release of any such security or any other

guaranty provided for the Guaranteed Obligation hereunder; (3) release or substitute any one or more endorsers, guarantors, Principal Debtor or other obligors; and/or (4) assign this guaranty in whole or in part.

4. 於法律許可之最大範圍內， 貴行得隨時依其認為適當之方式，將任何依本保證書或其他文件收到之款項，用以抵償已到期但未清償之保證債務， 貴行並得隨時撤銷或變更任何抵償措施，且均不影響 貴行於本保證書下所享有之權利。

如 貴行依本保證書請求立保證書人付款時，立保證書人於 貴行有存款或對貴行有債權， 貴行得行使抵銷權，以之抵充立保證書人之保證債務，不論該存款或債務之形式或內容為何，亦不論是否已到期。立保證書人 於貴行有支票存款帳戶者，該支票存款帳戶視為終止， 貴行應立即返還該支票存款帳戶所餘存之款項，並將餘存之款項(縱立保證書人已簽發之支票或由 貴行擔任擔當付款人之本票尚未獲付款者)與立保證書人之保證債務逕行抵銷。

To the greatest extent permitted by law, the Bank shall be entitled to (without in any way prejudicing or affecting the Bank's rights hereunder) appropriate any payments or monies received (hereunder or otherwise) to the portion of the Guaranteed Obligations then due, and from time to time to revoke or alter any such appropriation, as the Bank may from time to time in the Bank's discretion see fit.

If the undersigned guarantor shall maintain any deposits or have claims against the Bank in whatever form or nature when the Bank demands for payments pursuant hereto, the Bank may set off such deposits or claims against the obligations of the undersigned guarantor hereunder no matter whether such deposits or claims are mature or not. If the undersigned guarantor shall maintain any checking account with the Bank when the Bank demands for payments pursuant hereto, such checking account shall be deemed terminated and the Bank shall return all the remaining amount to the undersigned guarantor and is entitled to apply the remaining amount to set-off against any Guaranteed Obligations owed by the undersigned guarantor to the Bank, notwithstanding that the cheques drawn by the undersigned guarantor or promissory notes where the Bank acts as the paying agent for the drawer have not been paid by the Bank at the time of the Bank's exercising its rights hereunder.

5. (1)於主債務人或立保證書人有發生解散、清算、合併、或開始破產、公司重整、和解或其他類似程序之情事，或(2)於主債務人違約未清償任一到期之保證債務，不論其係清償期屆至或提前到期或其他原因，立保證書人同意不經任何通知或請求，立即依保證債務所規定之清償方式、地點及貨幣清償之。

The undersigned guarantor shall forthwith make payment of the Guaranteed Obligations, without any notice or demand, in the manner, at the place and in the currency required with respect to the Guaranteed Obligations upon (1) the dissolution, liquidation, consolidation or merger of, or commencement of any bankruptcy, reorganization, composition or other similar proceedings by or against

the Principal Debtor or the undersigned guarantor, or (2) upon default by the Principal Debtor in the payment when due, upon maturity, acceleration or otherwise, of any portion of the Guaranteed Obligations.

6. 除有明顯之錯誤外， 貴行任何授權職員所簽發有關保證債務金額之書面憑證，對立保證書人具有確定之拘束力。就 貴行與主債務人現在或將來往來之方式，及就 貴行目前或以後持有之任何擔保品及該擔保品之處分方式，立保證書人茲拋棄一切提起異議之權利。貴行無須用盡向主債務人或他人或就 貴行所持有之保證或擔保品追索求償之程序而無結果，即可向立保證書人逕行求償。

Except for the manifest errors, the statement in writing of the Bank's authorized officer of the amount of the Guaranteed Obligations shall be binding upon and conclusive against the undersigned guarantor. All rights to question in any way the Bank's present or future method of dealing with the Principal Debtor, any securities now or hereafter held by the Bank and the Bank's method of dealing with such securities are hereby waived. The Bank shall not be bound to exhaust the Bank's recourse or take any action against the Principal Debtor or other person or persons or the guaranties or securities the Bank may hold before demanding payment from the undersigned guarantor.

7. 於主債務人發生破產、公司重整、和解、解散或分配財產之情事時， 貴行於本保證書下所享有之權利不因 貴行未申報債權或未申報全部債權而受影響，且不免除、減少或影響立保證書人對 貴行所負之責任。於發生保證債務經主債務人清償，嗣後又於主債務人之破產、公司重整、和解或其他類似之程序（不論其係由主債務人自行提起或由他人提起），而向 貴行取回或由 貴行返還之情事時，本保證書所規定之保證應繼續適用於該保證債務，該保證債務自始視為未受清償。

Upon the bankruptcy, reorganization, composition, dissolution or other distribution of assets of the Principal Debtor, the Bank's rights hereunder shall not be affected or impaired by the Bank's omission to report any or all of such claim and without in any way releasing, reducing or otherwise affecting the liability of the undersigned guarantor to the Bank. Furthermore, if the Principal Debtor repaid the Guaranteed Obligation but subsequently retrieved such repayments from the Bank, or the Bank returned such repayments to the Principal Debtor in any bankruptcy, reorganization, composition or other similar proceedings instituted by or against the Principal Debtor, this guaranty set forth herein shall continue to be fully applicable to such Guaranteed Obligations, and the Guaranteed Obligations shall be deemed have never been repaid.

8. 立保證書人同意放棄民法第七百四十五條所訂之保證人先訴抗辯權。立保證書人並放棄一切提示、請求、作成拒絕證書及通知（包括但不限於債務不履行之通知、拒絕證書之通知、拒絕付款之通知）同意本保證書之通知及保證債務發生或存在之通知。如本保證書由二人以上簽署時，立保證書人間應負連帶責任，

就任一立保證書人保證責任之免除並不影響其他立保證書人之責任。此項連帶責任其效力並及於立保證書人之繼受人及受讓人。

The undersigned guarantor agrees to waive the right of ordinis beneficium stipulated in Article 745 of the Civil Code of the Republic of China and waives all presentments, demands for performance, protests and notices (including without limitation, notices of nonperformance, notices of protest, notices of dishonor), notices of acceptance of this guaranty and notices of the existence, creation or incurring of any and all Guaranteed Obligations. If this guaranty is executed by two guarantors or more, they shall be jointly and severally held liable hereunder. Any party executing this guaranty may be released without affecting the liability of any of the other parties. Such liability shall be binding on the successors and assignees of the undersigned guarantor.

9. 依本保證書應付之款項，不得抵銷、亦不得扣抵或扣繳任何稅捐或規費（以下稱「稅捐」），若立保證書人依法應扣繳稅捐，立保證書人同意繳納該項稅捐或交付額外款項予 貴行，以使 貴行全額收取依本保證書下所規定之應付款項。立保證書人並同意經 貴行請求，立即償付 貴行一切已繳納或應繳之稅捐，決不使 貴行蒙受任何損失。又如立保證書人屆期未清償任何依本保證書應付之款項，立保證書人同意就該屆期應付而未付之款額，自應付日起至付清日止依該保證債務所規定之利率計付遲延利息。此外，立保證書人並同意支付因立保證書人給付遲延或債務不履行所發生之一切催收之成本及費用（其中包括但不限於律師費用及墊款等）。

All payments hereunder shall be made without set-off or counterclaim and free and clear of and without deduction and withholding for or on account of all present and future taxes, levies, duties, fees, or withholdings of whatsoever nature, if any, now or hereafter imposed (the "Taxes"). In the event that the undersigned guarantor is compelled by law to make any such deduction or withholding, the undersigned guarantor agrees to pay all Taxes and such additional amounts as may be necessary so that the net payment received by the Bank is the amount the Bank would have received if there had been no such deduction or withholding. The undersigned guarantor agrees to indemnify the Bank, hold the Bank harmless against and reimburse the Bank, upon demand, any Taxes paid or payable by the Bank. Further, in the event the undersigned guarantor shall default in the payment in full when due of any sum payable hereunder, the undersigned guarantor agrees to pay default interest on the sum not so paid in full when due from the due date thereof to the date the same is paid in full at the rate provided in the Guaranteed Obligations. In addition, the undersigned guarantor agrees to pay all costs and expenses of collection (including, without limitation, legal fees and disbursements) in case a delay or default occurs in the payment or performance of any obligation of the undersigned guarantor hereunder.

10. 於主債務人對 貴行所負之一切債務（包括利息、成本及費用等）完全清償前，立保證書人不得向主債務人或就其財產行使或主張權利，依本保證書規定清償

而代位承受 貴行之權利者亦同。

Until the full payment of all sums (including interest, cost, expenses and others) which are payable by the Principal Debtor to the Bank at any time or from time to time, the undersigned guarantor agrees not to exercise or claim any right against the Principal Debtor or the property of the Principal Debtor, including the right by subrogation.

11. 所有依本保證書規定所應付之款項，應依該保證債務所規定之清償地及指定種類之貨幣給付之。立保證書人依指定貨幣給付之義務，不因其以他種貨幣之給付或依他種類貨幣判決受領給付而免除或消滅，但 貴行因該給付或該判決已依該債務所規定之清償地及指定貨幣全額受償者，不在此限。立保證書人並同意 貴行實際受領指定貨幣之金額少於依本保證書規定應付指定貨幣之金額時，上述以指定貨幣給付款項之義務得另行以訴訟請求之，不受就本保證書其他款項取得勝訴判決之影響。立保證書人同意取得一切必要之政府核准（包括中央銀行之核准），俾為前述之給付。

All payments hereunder shall be made to the Bank at the place (the "Agreed Place") and in the currency (the "Agreed Currency") provided in the Guaranteed Obligations. The obligation of the undersigned guarantor to make payment in the Agreed Currency of any amounts due hereunder to the Bank shall not be discharged or satisfied by any tender or any recovery pursuant to any judgment which is expressed in or converted into any currency other than the Agreed Currency, except that the Bank have actually received of the full amount payable hereunder in the Agreed Currency at the Agreed Place according to such payment or judgment. The undersigned guarantor agrees that the obligation to make payments in the Agreed Currency as aforesaid shall be enforceable as an alternative or additional cause of action for the purpose of recovery in the Agreed Currency of the amount (if any) by which such actual receipt shall fall short of the full amount of the Agreed Currency expressed to be payable in respect of any amount due hereunder, and shall not be affected by judgment being obtained for other sums due under this guaranty. The undersigned guarantor agrees to obtain and maintain, in full force and effect, all necessary government (including the approval of the Central Bank of the Republic of China (Taiwan)), to effectuate the foregoing.

12. 於保證債務及立保證書人於本保證書下之債務完全履行以前，非經 貴行書面同意，立保證書人不得出售、轉讓、設定抵押或負擔，或以其他方式處分其現有或將來取得之財產，亦不得以其應收帳款融資借款。

Until the entire Guaranteed Obligations and all obligations of the undersigned guarantor hereunder shall have been discharged in full, the undersigned guarantor shall not, without the Bank's written consent, sell, transfer, create mortgage or encumbrance on, or otherwise dispose of any of the undersigned guarantor's present or future properties, or factor any of its receivables.

13. 本保證書任何條款或規定之修改或免除，應以書面為之並經雙方當事人簽名，

否則對 貴行不具拘束力。

No alteration or waiver of any of the terms, provisions or conditions of this guaranty shall be binding on the Bank unless made in writing and signed by the parties hereto.

14. 如立保證書人為公司或法人者，除另有約定外，於保證債務及立保證書人於本保證書下之債務完全清償以前，立保證書人應於會計半年度結束後六十天內提交經會計師查核之半年度財務報表，並應於每會計年度結束後一百二十天內提交經會計師查核之年度財務報表予 貴行。如立保證書人依法需編纂季報，亦應於季報編纂完成後提交 貴行。

In case the undersigned guarantor is a corporation or legal entity, until the entire Guaranteed Obligations and all obligations of the undersigned guarantor hereunder shall have been discharged in full, the undersigned guarantor shall, unless otherwise agreed by the parties hereto, furnish the Bank with copies of its audited financial statements on a semi-annual basis within 60 days after the close of each semi-annual period, and audited financial statements on an annual basis within 120 days after the close of each fiscal year. If the undersigned guarantor is required to issue quarterly financial report pursuant to applicable laws and regulations, the undersigned guarantor should provide such quarterly financial report to the Bank upon issuance of the same.

15. 立保證書人為公司或法人者，立保證書人茲聲明並保證(1)立保證書人依其公司章程或組織章程及其他內部規章規定有權簽署並履行本保證書，(2)立保證書人已完成一切簽署及交付本保證書所必要之行為，(3)立保證書人簽署、履行或遵守本保證書下之條款並不違反中華民國政府之法令規章、立保證書人之公司章程、組織章程或其他規則或對立保證書人或其財產或收入具有拘束力之任何契約或文件之規定，(4)立保證書人提供之財務資料均係完全真實並正確反應立保證書人之財務狀況及營運情形。自上開財務資料所載日期起，立保證書人之財務狀況及營運情形並無重大不利變動。

立保證書人為自然人者，立保證書人茲聲明並保證：(1)立保證書人有完全之能力及權利簽訂及履行本保證書，本保證書並構成立保證書人合法、有效及拘束力之債務，得依其條款執行；(2)立保證書人簽訂或履行本保證書，並不違反任何法律規定，亦不構成任何立保證書人所簽訂之其他合約或文件或對立保證書人或其財產有拘束力之合約或文件下之違約事項，亦不需取得他造當事人之同意（經 貴行要求後，立保證書人應立即將其債權人所出具同意立保證書人簽署本保證書之文件送交 貴行）；及(3)立保證書人茲確認其與主債務人間之關係，立保證書人已獲得簽署及履行本保證書之充分對價。

If the undersigned guarantor is a corporation or legal entity, the undersigned guarantor hereby represents and warrants that (1) it is authorized by its Articles of Incorporation and other relevant internal constitutional documents to enter into and perform this guaranty, (2) the undersigned guarantor has taken all necessary

corporate or other action to authorize the execution and delivery of this guaranty, (3) no law, decree, ordinance or regulation of the government of the Republic of China, no provision of the Articles of Incorporation, by-law or similar instrument of the undersigned guarantor and no agreement or instrument binding on the undersigned guarantor or to which it or its properties or revenues may be subject is contravened by the execution, performance and observance of the terms and conditions of this guaranty, and (4) the financial information delivered by the undersigned guarantor to the Bank is complete and correct in all respects and accurately presents the financial and operational condition of the undersigned guarantor. Since the date of said financial information, there has been no material adverse change in the financial or operational condition of the undersigned guarantor.

If the undersigned guarantor is an individual, the undersigned guarantor hereby represents and warrants that: (1) he/she has full capacity and right to execute and perform this guaranty, and this guaranty constitutes a legal, valid and binding obligation of the undersigned guarantor enforceable in accordance with its terms; (2) the execution or performance of this guaranty does not violate the provisions of any applicable law, and does not result in the breach of, or constitute a default under or require any consent under, any agreement, instrument or document to which he/she is a party or by which he/she or any of his/her property may be bound or affected (documents evidencing consents from the other creditors of the undersigned guarantor to this guaranty shall be furnished to the Bank immediately upon demand); and (3) the undersigned guarantor acknowledges that by virtue of his/her relationship with the Principal Debtor, the undersigned guarantor receives adequate consideration for his/her execution and performance of this guaranty.

16. 立保證書人同意於相關法令許可或要求下，貴行得隨時基於營運、管理、擴展業務、徵信、提供及行銷金融商品及服務、資料處理、防制洗錢或詐欺或適用法令許可之其他目的，於必要範圍內蒐集、處理、利用及(國際)傳遞任何關於立保證書人、保證債務及立保證書人所屬集團成員之資料包括立保證書人及其董事、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，立保證書人同意貴行得在適用法令許可之範圍內及為前項所述目的，將資料提供或揭露予：

- (1) 星展集團成員(定義如後)；
- (2) 向貴行提供專業諮詢、資料傳遞、委外作業服務或其他服務者；
- (3) 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國家之政府機構，且該等揭露係貴行善意相信貴行應遵守該等政府機構之命令、要求或指示而為者；
- (4) 受讓或參與貴行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)；

- (5) 擬向 貴行讓購資產及負債之人，以及其他擬與 貴行進行類似交易之人；
- (6) 貴行善意相信其為立保證書人之董事、合夥人(如立保證書人為合夥時)、有權簽章人員或法務顧問之人；及/或
- (7) 財團法人聯合徵信中心、財團法人中小企業信用保證基金、財金資訊股份有限公司、台灣票據交換所、財團法人聯合信用卡中心、 貴行往來金融機構、信用機構或政府機構。(合稱「資料收受者」)

星展集團成員指貴行暨各分行、貴行之母公司暨各分支機構、代表人辦事處、代理人、與關係企業。

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

立保證書人聲明並保證，就立保證書人提供之立保證書人之董事、監察人、股東、主管、職員之個人資料，皆已取得各該董事、監察人、股東、主管、職員對 貴行為本條第一項所述目的而蒐集、處理、利用(包括但不限於揭露給資料收受者及其他與貴行有業務往來之公司或機構)及(國際)傳遞之同意(如經貴行要求，立保證書人將提供該等書面同意給 貴行)。

To the extent permitted or required by applicable laws or regulations, the undersigned guarantor agrees that the Bank may from time to time, for the purposes of its operation, management, business development, credit checking, providing and marketing of financial products and services, data processing, preventing money laundering or fraud and other purposes permitted by the applicable laws and regulations of Republic of China (Taiwan), Singapore or any other jurisdictions in which the Bank, its parent company, head office, other branches or affiliates conduct business and to the extent necessary, collect, process, use and (internationally) transmit any information relating to the undersigned guarantor, the Guaranteed Obligations and any member of the group companies to which the undersigned guarantor belongs, including personal data of the undersigned guarantor, directors, supervisor, shareholders, officers and employees of the undersigned guarantor (the "Information").

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

- (1) any DBS Group Member (as defined below);
- (2) the Bank or its advisers, data carriers, outsourcing service providers and agents and any person providing services to it;
- (3) to any regulatory, governmental organisation of the Republic of China, Singapore or any other jurisdictions in which any DBS Group Member conducts business, pursuant to their order, request, directive with which the Bank is required to comply and/or with which the Bank in good faith

- believe that the Bank should comply;
- (4) any prospective or actual successor, assignee or transferee of, or participant in, any of the Bank's rights or obligations under this Agreement and other relevant agreements;
 - (5) to any potential acquired candidate of the Bank, or the like;
 - (6) any person whom the Bank believes in good faith to be the undersigned guarantor's director, partner (in the case of partnership), account signatory or legal advisor; and/or
 - (7) the Joint Credit Information Center, Small and Medium Enterprise Credit Guarantee Fund, Financial Information Service Corporation, Taiwan Clearing House, National Credit Card Center and other correspondent financial institutions, credit agencies or government agencies
- (collectively the "Receiving Parties").

"DBS Group Member" means the Bank, its parent company and their respective branches and affiliates.

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

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

17. 貴行向立保證書人作出或發出的任何同意、通知、聲明、請求或其他通訊（以下合稱「通知」），應以書面為之，得由 貴行任一授權職員簽署，並依立保證書人書面通知 貴行之地址、電傳、傳真或電報號碼，將上述通知以郵遞、電傳、傳真或電報方式，向立保證書人作出或發出，並視為已送達立保證書人。如以電傳、傳真或電報方式作出或發出，則應於發出時視為送達。任何立保證書人對 貴行之通知，應以書面為之並由立保證書人簽署，於 貴行收受該通知時，始視為已送達；如上述通知以傳真、電傳或電報形式發出， 貴行有權（但非義務）視上述通知為以書面發出並經立保證書人簽署。立保證書人同意，如 貴行為金融資產證券化之目的而讓與本保證書所保證之保證債務與其相關之保證時，得以公告之方式遞送民法第二百九十七條第一項規定之債權讓與通知。

Any consent, notice, statement, demand or other communication (hereinafter collectively referred to as "communication") made or given by the Bank to the undersigned guarantor shall be in writing, signed by any of the Bank's authorized officers and shall be deemed duly and sufficiently made or given to the undersigned guarantor if made or given to the undersigned guarantor by post, telex, facsimile or cable to the address and/or telex, facsimile or cable numbers which the undersigned guarantor last designated to the Bank in writing and shall be effective (if made or given by telex, facsimile or cable) immediately upon dispatch thereof. Any communication which the undersigned guarantor may give to the Bank shall be made in writing and signed by the undersigned guarantor and shall only be binding on the Bank when actually received by the Bank; and if given by facsimile, telex or cable, the Bank is authorized (but not obliged) to treat the communication as being in writing and signed by the undersigned guarantor. The undersigned guarantor hereby agrees that when the Bank transfers the Guaranteed Obligations guaranteed by the undersigned guarantor under this guaranty as well as the guaranty hereunder 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.

18. 本保證書中任一部分或條款之無效或無執行力，並不影響本保證書其他部份或條款之效力或執行力。

The invalidity or unenforceability of any part or provision of this guaranty shall not affect the validity or enforceability of any other part or provision of this guaranty.

19. 本保證書以中、英文作成。中文本與英文本如有文義兩歧，應以中文本為準。
This guaranty is made in Chinese and English. In the event of any discrepancy in the meaning between the Chinese and English texts, the Chinese version shall govern.

20. 本保證書以中華民國法律為準據法。因本保證書所發生之任何訴訟，雙方同意以_____地方法院為非專屬管轄之第一審管轄法院。

This guaranty shall be governed by, construed and interpreted in accordance with the laws of the Republic of China. The parties hereto agree that _____ District Court shall be the court having non-exclusive jurisdiction of first instance over the parties hereto for any dispute arising from or relating to this guaranty.

依民法第七百五十四條之規定，就連續發生之債務保證而未訂有期間者，保證人得隨時通知債權人終止保證契約。未定期限保證之保證人於通知債權人終止保證契約之通知到達債權人後主債務人所發生之債務，不負保證責任。立保證書人得依民法第七百五十四條之規定隨時通知貴行終止本保證書。

According to Article 754 of the Civil Code of the Republic of China, the guarantor may terminate his/her guarantee obligation from time to time by a notice to the creditor if the underlying indebtedness is continuous and no specific guarantee period is given. The above guarantor will not be responsible for the indebtedness

incurred by the principal debtor after the notice of termination has been delivered to the creditor. The Undersigned guarantor may terminate this guaranty anytime in accordance with Article 754 of the Civil Code of the Republic of China.

立保證書人確認事項及個別商議條款：

Confirmation and Special Terms:

立保證書人確認 貴行已給予立保證書人充分合理之期間審閱本保證書，並與立書人協商本保證書條款之內容。立書人充份瞭解本保證書之內容，尤其是本保證書第3條，第6條，第8條，第12條，及第16條有關資料蒐集、處理、利用及(國際)傳遞之全部規定，並願確實遵守。

立保證書人如係因擔任主債務人之董事、監察人或其他有代表權之人而簽訂本保證書者，立保證書人如擬辭卸不再擔任其於本保證書簽署時於主債務人所擔任之職務時，立保證書人應於辭卸前以書面通知貴行。立保證書人並同意於其辭卸上述董事、監察人或其他有代表權之人之職務後繼續以個人身分就本保證書之保證債務負連帶保證責任，無須另行簽訂新保證書。

THE UNDERSIGNED GUARANTOR HEREBY CONFIRMS THAT THE BANK HAS PROVIDED THE UNDERSIGNED GUARANTOR WITH A REASONABLE TIME FOR REVIEW OF THIS AGREEMENT, PARTICULARLY, ALL THE PROVISIONS OF CLAUSES 3, 6, 8, 12 AND 16 THAT THE UNDERSIGNED GUARANTOR FULLY UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO COMPLY WITH THEM.

IF THE UNDERSIGNED GUARANTOR SIGNS THIS GUARANTY IN THE CAPACITY AS THE PRINCIPAL DEBTOR'S DIRECTOR, SUPERVISOR OR OTHER REPRESENTATIVE, THE UNDERSIGNED GUARANTOR SHALL NOTIFY THE BANK IN ADVANCE BY WRITING IF IT/ HE/SHE MAY NO LONGER SERVE AS THE AFORESAID POSITION(S) WITH THE PRINCIPAL DEBTOR. THE UNDERSIGNED GUARANTOR HEREBY AGREES TO CONTINUE THE GUARANTEE IN ITS/HIS/HER INDIVIDUAL CAPACITY AFTER THE DEPARTURE FROM THE FOREGOING POSITION(S) AND TO BE JOINTLY AND SEVERALLY LIABLE WITH THE PRINCIPAL DEBTOR FOR THE GUARANTEED OBLIGATIONS HEREBY WITHOUT RE-SIGNING A NEW GUARANTEE LETTER.

立保證書人：

Guarantor:

立保證書人：

Guarantor:

授權簽署人姓名：

Name of authorized signor(s):

住址：

Address:

授權簽署人姓名：

Name of authorized signor(s):

住址：

Address:

立保證書人：

Guarantor:

立保證書人：

Guarantor:

授權簽署人姓名：

Name of authorized signor(s):

住址：

Address:

授權簽署人姓名：

Name of authorized signor(s):

住址：

Address:

立保證書人：

Guarantor:

立保證書人：

Guarantor:

授權簽署人姓名：

Name of authorized signor(s):

住址：

Address:

授權簽署人姓名：

Name of authorized signor(s):

住址：

Address:

見證人：

Witness:

簽章：

Signature/Chop：

身份證號碼：

Identification Number：

日期：

Date: