



法國巴黎銀行 – 標準條款與條件 (台灣)

BNP Paribas – Standard Terms and Conditions (Taiwan)

1. 定義及解釋

(a) Definitions and Construction

(a) 授信函未另行定義之用語應賦予下列意義：

Terms not otherwise defined in the Facility Letter shall have the following meanings:

「接受日」指所有借款人於授信函上簽名以示接受授信函及本標準條款之最後日期。

"Acceptance Date" means the latest date on which the Facility Letter and these Standard Terms are accepted by all of the Borrowers as evidenced by their signatures on the Facility Letter.

「關係企業」指法國巴黎銀行任何總部或分行，及法國巴黎銀行不時直接或間接擁有或控制 10%或以上已發行股份之公司，以及以前述任何公司為持有至少 10%已發行股份之受益所有權人之任何公司。

"Affiliates" means, in relation to any person, any company in which that person from time to time, directly or indirectly, has or controls a shareholding which represents 10% or more of the issued share capital of such company and any company in which that person is beneficial owner of at least 10% of the issued share capital (with respect to BNPP, including any head office or branch).

「替代貨幣」其意義如第 3 條 (以替代貨幣動撥) 之規定。

"Alternative Currency" has the meaning given to that term in Clause 3 (*Drawings in an Alternative Currency*).

「基礎貨幣」其意義如第 3 條 (以替代貨幣動撥) 之規定。

"Base Currency" has the meaning given to that term in Clause 3 (*Drawings in an Alternative Currency*).

「法國巴黎銀行」其意義如授信函前言之規定。**"BNPP"** has the meaning given to that term in the preamble of the Facility Letter.

「借款人」指授信函第 1 條 (債務人) 中所載之授信之借款人。

"Borrower(s)" means the borrowers of the Facility which are identified in Clause 1 (*The Obligors*) of the Facility Letter.

「營業日」指於台灣，以及有關資金之支付或購買日期依據授信函收受該資金之地點，以及該資金相關貨幣之主要金融中心，前揭地點銀行通常開放供一般營業之日 (週六、日除外)。

"Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open for general business in Taiwan and, in relation to any date for payment or purchase of funds, the place where such funds are received in accordance with the Facility Letter and in the principal financial centre for the relevant currency of such funds.

「資金成本」指有關任何貨幣種類之任何金額，由法國巴黎銀行決定之利率以作為資金成本，該資金成本係在該貨幣金額之相關計息期間 (如無相關計息期間，則使用與相關計息期間相當之期間) 由法國巴黎銀行選擇之來源所決定，得包括但不限於法國巴黎銀行得隨時認定適當之任何額外支出、市場、法規或流動性成本。

"Cost of Funds" means, in relation to any amount in any currency, the rate determined by BNPP to be the cost of funding that amount in that currency for the relevant Interest Period (or if the relevant Interest Period is not available, for a term comparable to the relevant Interest Period), from whatever sources it may select, which determination may include without limitation any additional charges, market, regulatory or liquidity costs as BNPP may deem appropriate from time to time.

「信用支持提供者」指授信函第 1 條 (債務人) 中所載之授信之信用支持提供者。

"Credit Support Provider(s)" means the credit support providers for the Facility which are identified in Clause 1 (*The Obligors*) of the Facility Letter.

「活存帳戶」指為透支授信之目的，借款人隨時在法國巴黎銀行所維持之帳戶。

"Current Account" means, for the purposes of an Overdraft Facility, any of a Borrower's accounts maintained with BNPP from time to time.

「信用狀授信」指其細節記載於授信函附件一 (授信) 「信用狀授信」部分之任何授信。



"Documentary Credit Facility" means any facility the details of which are set out in the "Documentary Credit Facility" part of Schedule 1 (*The Facility/ies*) of the Facility Letter.

「**動撥**」指就一授信而言，開立或簽發於該授信下之票據。

"Drawing" means, in relation to a Facility, a drawing or the issuance of an instrument under that Facility.

「**負擔**」指：(a) 抵押、擔保、質押、留置權或擔保任何人之任何債務之其他擔保利益，或具有相似效力之任何其他合約或安排；或 (b) 債務人售出、移轉或處分 (1) 任何資產（以出租或可能出租該等資產予另一債務人或團體之任何其他成員或由另一債務人或團體之任何其他成員重新取得該等資產之條款為之）；或 (2) 任何應收帳款（依追索權條款為之）；或 (3) 任何安排，且於該安排下，一銀行或其他帳戶之金錢或利益得被使用、抵銷或受限於一合併帳戶；或 (4) 具有相似效力之任何其他具優先權之安排（如進行該安排或交易係主要作為增加金融債務或為取得資產進行融資之方式）。

"Encumbrance" means: (a) a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; or (b) (i) a sale, transfer or disposal by an Obligor of (i) any asset on terms whereby it is or may be leased to or re-acquired by another Obligor or any other member of the Group or (ii) any receivables on recourse terms, or (ii) any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (iii) any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset.

「**授信**」其意義如授信函第 2 條（授信）之規定。

"Facility" has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

「**授信文件**」指授信函（包括其所有附件、授信函之修訂及本標準條款）、保證函、擔保物或依據授信函條款而簽訂之其他信用擔保文件、任何其他交易條款、與任何授信有關之任何申請書，及法國巴黎銀行與任何債務人就有關授信及 / 或授信函所簽訂之其他任何合約。

"Facility Documents" means the Facility Letter (including all Schedules thereto, any amendment to the Facility Letter and these Standard Terms), any guarantee, any security or other credit support documents entered into pursuant to the terms of the Facility Letter, any Other Trade Terms, any application forms in connection with any Facility and any other agreements between BNPP and any Obligor in connection with the Facility and/or the Facility Letter.

「**授信變更**」其意義如授信函第 6 條（其他條款）之規定。

"Facility Variation" has the meaning given to that term in Clause 6 (*Miscellaneous*) of the Facility Letter.

「**一般公認會計原則**」指就一債務人而言，債務人之設立司法管轄區之一般公認會計準則。

"GAAP" means, in relation to an Obligor, the generally accepted accounting principles in that Obligor's jurisdiction of incorporation.

「**團體**」指借款人、信用支持提供者（如有）及渠等之任何子公司。

"Group" means the Borrower(s), the Credit Support Provider(s) (if any) and any of its/their subsidiaries.

「**團體成員**」指團體中之任何成員。

"Group Member" means any member of the Group.

「**成本增加**」指與授信文件有關而使法國巴黎銀行或其關係企業發生或遭受以下任一情形：(1) 授信報酬率或法國巴黎銀行（或其關係企業）整體資本報酬率減少（包括但不限於因法國巴黎銀行須配置更多資本以致資本報酬率降低）；(2) 成本額外增加或提高；或(3) 依授信文件到期應付之任何金額減少。

"Increased Costs" means (i) a reduction in the rate of return from the Facility or on BNPP's (or its Affiliate's) overall capital (including without limitation as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by BNPP); (ii) an additional or increased cost; or (iii) a reduction of any amount due and payable under any Facility Document, in each case which is incurred or suffered by BNPP or any of its Affiliates in connection with the Facility Documents.

「**個別授信額度**」指就授信而言，授信函附件一（授信）所記載適用該授信之授信額度。

"Individual Facility Limit" means, in relation to a Facility, the facility limit applicable to that Facility as set out in Schedule 1 (*The Facility/ies*) of the Facility Letter.



「計息期間」其意義如授信函第 2 條 (授信) 之規定。

“**Interest Period**” has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

「利率」指就授信而言，於授信函附件 1 (授信) 所載該授信之利率。

“**Interest Rate**” means, in relation to a Facility, the interest rate as set out in Schedule 1 (*The Facility/ies*) of the Facility Letter for that Facility.

「LIBOR」指有關任何計息期間，倫敦銀行間由 ICE Benchmark Administration Limited (或任何其他接手管理該利率)所管理之利率於大約 (倫敦時間) 上午十一時在路透社畫面之 LIBOR01 或 LIBOR02 所顯示(或路透社其他替代畫面所顯示之利率，或於其他經常提供路透社替代者於其適當畫面所公布之利率；如該畫面或服務停止不可得時，法國巴黎銀行得與借款人協商後，就相關貨幣指定其他畫面或服務以顯示相關利率)與計息期間之期限相當，或若無相當之期限，則以最接近相關計息期間之次一個最長期限為準，並為該期間首日之數值，如該利率低於零時，LIBOR 應被視為零；惟，若未顯示該利率或若發生任何市場干擾事件或有任何市場情況以致決定利率係為不可能時，則利率即應為資金成本。

“**LIBOR**” means, in relation to any Interest Period, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) displayed at or around 11:00 am (London time) on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate, or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters; if such page or service ceases to be available, BNPP may specify another page or service displaying the relevant rate after consultation with the Borrower(s)) for the relevant currency and a term equivalent to the relevant Interest Period, or if there is no equivalent term the next longest term closest to the relevant Interest Period, for value on the first day of that period and if that rate is less than zero, LIBOR shall be deemed to be zero, provided that if no such rate is displayed or if a market disruption event occurs or any market circumstances prevail such that it is not possible to determine a rate, the rate shall be the Cost of Funds.

「重大不利影響」指對於下列任一情況產生重大不利影響：(1) 團體整體之業務、經營、財產、(財務或其他) 情況或展望，(2) 債務人履行其依授信文件所負義務之能力，或 (3) 授信文件或法國巴黎銀行於授信文件下之權利或救濟，其全部或部分之效力或可執行性。

“**Material Adverse Effect**” means a material adverse effect on (i) the business, operation, property, condition (financial or otherwise) or prospects of the Group taken as a whole; (ii) the ability of an Obligor to perform its obligations under the Facility Documents; or (iii) the validity or enforceability of the whole or any part of any Facility Document or any rights or remedies of BNPP under the Facility Documents.

「通知書」其意義如授信函第 2 條 (授信) 之規定。

“**Notice**” has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

「債務人」其意義如授信函第 1 條 (債務人) 之規定。

“**Obligor(s)**” has the meaning given to that term in Clause 1 (*The Obligors*) of the Facility Letter.

「其他交易條款」指就任何信用狀授信及 / 或任何貿易授信而言，於下列文件所載之條款及條件：(1) 借款人與法國巴黎銀行間所簽署之相關交易申請表 (依法國巴黎銀行之標準格式) 及 / 或 (2) (相關) 借款人與法國巴黎銀行間就該授信所簽署之任何其他合約 (包括法國巴黎銀行簽發信用狀、處理出口文件、簽發交易票據之任何條件)。

“**Other Trade Terms**” means, in relation to any Documentary Credit Facility and/or any Trade Facility, the terms and conditions set out in (i) the relevant trade application forms (in BNPP's standard form) between the Borrower and BNPP and/or (ii) any other agreements between the (relevant) Borrower and BNPP (including any BNPP's conditions for issuance of documentary letters of credit, handling of export documents, issuance of trade instruments) in relation to that Facility.

「未清償餘額」指係授信文件下或與其相關之 (a) 由法國巴黎銀行所墊付之所有金錢 (包括於任何透支授信所提領但未清償之金額)；(b) 法國巴黎銀行所產生之所有債務 (無論係已發生或或有債務)；及 (c) 法國巴黎銀行應付之所有利息、費用、佣金、賠償金、成本及支出 (包括法律費用)。

“**Outstanding Amounts**” means (a) all monies advanced by BNPP (including amounts drawn under any Overdraft Facility (and not repaid)); (b) all liabilities (whether accrued or contingent) incurred by BNPP; and (c) all interest, fees, commissions, indemnities, costs and expenses (including legal fees) payable to BNPP, in each case under or in connection with the Facility Documents.

「受制裁國家」指任何國家或領土其本身或其政府廣泛地為制裁禁止與其交易。



“**Sanctioned Country**” means a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory.

「受制裁者」指受制裁之主體或標的。

“**Sanctioned Person**” means a person that is the subject or target of any Sanctions.

「制裁」指任何由美國財政部海外資產控制辦公室（OFAC）、美國國務院、聯合國安全理事會、歐盟（或其任何成員國）、英國、法國、英國財政部、新加坡金融管理局及其他制裁相關主管機關所制定、管理、強制或實施之經濟或交易制裁或限制措施。

“**Sanctions**” means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union (or any of its member states), the United Kingdom or Great Britain and Northern Ireland, the French Republic, Her Majesty’s Treasury, the Monetary Authority of Singapore or any other relevant sanctions authority.

「擔保」指授信函第 4 條（擔保 / 支持）所載之擔保及 / 或支持文件。

“**Security**” means the security and/or support documents as set out in Clause 4 (Security/Support) of the Facility Letter.

「標準條款」其意義如授信函前言之規定。

“**Standard Terms**” has the meaning given to that term in the preamble of the Facility Letter.

「表格」其意義如授信函第 2 條（授信）之規定。

“**Table**” has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

「台灣」指中華民國。

“**Taiwan**” means the Republic of China, or R.O.C.

「稅負」指任何稅款、稽徵、進口稅捐、關稅或其他類似性質之規費或預扣稅（包括未能繳納或延遲繳納該等稅款或任何人於適用法律下之稅籍所生之罰鍰、利息或金額）（「課稅」應準此解釋之）。

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest or amount payable in connection with any failure to pay or any delay in paying any of the same or the tax status of any person under any applicable laws) (and “**Taxation**” shall be construed accordingly).

「總授信額度」其意義如授信函附件一（授信）之規定。

“**Total Facility Limit**” has the meaning given to that term in Schedule 1 (*The Facility/ies*) of the Facility Letter.

「貿易授信」指其細節記載於授信函附件一（授信）「貿易授信」部分之任何授信。

“**Trade Facility**” means any facility the details of which are set out in the “Trade Facility” part of Schedule 1 (*The Facility/ies*) of the Facility Letter.

(b) 除另有指明外，下列用語之意涵如下：

Unless a contrary indication appears a reference to:

(i) 「人」包括任何自然人、事務所、公司、法人、政府、國家或國家機關或前述兩種或兩種以上之聯盟、信託或合夥（不論是否具有個別獨立之法人格）；

a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the above;

(ii) 法律條文指所援引之該法律條文及其隨時修訂或重新頒布；及

a provision of law is a reference to that provision as amended or re-enacted from time to time; and

(iii) 任何文件指該文件及其不時修訂、變更、增補或替代之內容。

any document refers to that document as amended, varied, supplemented or replaced from time to time.



- (c) 「美元」指美利堅合眾國法定貨幣。「澳幣」指澳大利亞法定貨幣。「英鎊」指英國法定貨幣。「新台幣」指台灣法定貨幣。「紐幣」指紐西蘭法定貨幣。「星幣」指新加坡法定貨幣。「港幣」指香港法定貨幣。「人民幣」指中華人民共和國（為此目的不含香港、澳門及台灣）法定貨幣。「歐元」指依據歐盟有關經濟與貨幣聯盟之立法而採用或已採用「歐元」作為其法定貨幣之歐盟會員國單一貨幣單位。

"USD" denotes the lawful currency of the United States of America. "AUD" denotes the lawful currency of Australia. "GBP" denotes the lawful currency of the United Kingdom. "NTD" denotes the lawful currency of Taiwan. "NZD" denotes the lawful currency of New Zealand. "SGD" denotes the lawful currency of Singapore. "HKD" denotes the lawful currency of Hong Kong. "RMB" denotes the lawful currency of the People's Republic of China (excluding for such purpose Hong Kong, Macau and Taiwan). "EUR" means the single currency unit of the member states of the European Union that adopt or have adopted the "euro" as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

2. 授信

The Facility

有關信用狀授信、貿易授信或類似授信，法國巴黎銀行茲此獲得授權針對法國巴黎銀行所核發之該等授信，兌現所有已簽發或擬簽發並經提示之文件。法國巴黎銀行隨時有權對已經提出之要求進行付款，無須進一步調查或詢問，且不必擔心依該授信條款或依授信條款所規定之方式所為或擬為之請求是否正當；準此，其不應成為債務人依授信文件所提要求之抗辯，且債務人依授信文件所負之義務，亦不因法國巴黎銀行有或可能有正當理由拒絕支付經請求之全部或部份金額，而受到影響或減損。

With respect to a Documentary Credit Facility, a Trade Facility or similar facility, BNPP is hereby authorised to honour all documents drawn or purporting to be drawn and presented under such Facility issued by BNPP. BNPP shall at all times be entitled to make any payment for which a demand has been made without further investigation or enquiry and need not be concerned with the propriety of any claim made or purported to be made under and in the manner required by the terms of such Facility; accordingly, it shall not be a defence to any demand made of any Obligor under the Facility Documents, nor shall any of such Obligor's obligations under the Facility Documents be affected or impaired by the fact, that BNPP was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed.

針對貿易授信之各部分，「提領」或「動撥」或任何相當用語視為包括法國巴黎銀行就已簽發、貼現或押匯之相關票據或授信所支付或產生（包括或有）之任何金額，不論債務人是否請求法國巴黎銀行支付或產生該金額，且法國巴黎銀行對於該等金額並未收受任何償付款。

For each part of the Trade Facility, "Drawing" or "Drawdown" or any equivalent term is deemed to include any amount paid or incurred (including contingently) by BNPP in connection with the relevant instrument issued, discounted or negotiated, or loan made, for which BNPP has not received reimbursement, whether or not any Obligor has requested BNPP to pay or incur that amount.

法國巴黎銀行不負責確保授信之使用確實依據授信文件所載之目的。

BNPP shall not be responsible to ensure that the Facility is used for the purposes set out in the Facility Documents.

3. 以替代貨幣動撥

Drawings in an Alternative Currency

授信係以表格所列之貨幣（下稱「基礎貨幣」）提供，但如經借款人請求，法國巴黎銀行得視資金供應情況並依相關法律、法規及規則，以法國巴黎銀行隨時得同意之其他貨幣提供個別授信（下各稱「替代貨幣」）。

The Facility is made available in the currency identified in the Table (the "Base Currency") but, if requested by the Borrower(s), BNPP may, subject to availability of funds and applicable laws, regulations and rules, make any individual Facility available in such other currencies as BNPP may agree from time to time (each an "Alternative Currency").

除借款人及法國巴黎銀行間另有合意外，因以替代貨幣計價之動撥而應付之任何本金或利息付款，應以相同之替代貨幣支付之。

Unless otherwise agreed between the Borrower(s) and BNPP, any payment of principal or interest payable in connection with a Drawing denominated in an Alternative Currency is payable in the same Alternative Currency.

若有一筆或多筆動撥係以替代貨幣計價，並且在依據授信應付本金、利息、佣金或費用之日前之營業日及 / 或法國巴黎銀行決定之其他日期（「相關日期」），法國巴黎銀行認定個別授信之動撥合計超過其個別授信額度，借款人應於經法國巴黎銀行請求時，就相關日期之相關或有債務，償還相關個別授信之金額或提供現金質押。該筆還款或現金質押，其金額應足以確保於該償還或收到現金質押後，個別授信之動撥合計將不致超過其個別授信額度。



If one or more Drawings are denominated in an Alternative Currency and on the Business Day prior to the date upon which any principal, interest, commission or fee is payable under the Facility and/or such other date as determined by BNPP (the "**Relevant Date**"), BNPP determines that the aggregate Drawings under an individual Facility exceed its Individual Facility Limit, the Borrower(s) shall, at the request of BNPP, repay an amount of the relevant individual Facility or provide cash cover in respect of relevant contingent liabilities on the Relevant Date. The amount of such repayment or cash cover shall be an amount sufficient to ensure that following such repayment or receipt of cash cover the aggregate Drawings under each individual Facility do not exceed its Individual Facility Limit.

在認定個別授信之動撥合計是否超過其個別授信額度時，法國巴黎銀行將按法國巴黎銀行全權決定之匯率，將替代貨幣之動撥換算為基準貨幣。

In determining whether the aggregate Drawings under an individual Facility exceed its Individual Facility Limit, BNPP shall convert any Drawings in an Alternative Currency into the Base Currency at a rate determined by BNPP in its absolute discretion.

若借款人提供現金質押，相關借款人應將相關金額存入以該借款人名義設立於法國巴黎銀行之帳戶。在不損及借款人可能與法國巴黎銀行簽署之任何擔保文件條款之下，於該相關授信無未清償餘額後，始可自該帳戶提款以支付與該相關授信有關依據授信文件應付法國巴黎銀行之金額。

If the Borrower(s) provide cash cover, the relevant Borrower(s) shall deposit the relevant amount in an account in the name of the relevant Borrower(s) and maintained with BNPP. Without prejudice to the terms of any security document which the Borrower(s) may have signed with BNPP, until there are no Outstanding Amounts under the relevant Facility, withdrawals from the account(s) may only be made to pay BNPP amounts due and payable to it under the Facility Documents in respect of the relevant Facility.

倘若法國巴黎銀行因以下任一因素，以致無法或不可能以基準貨幣貸放或繼續貸放授信之全部或一部時：

In the event BNPP is unable or it is impracticable for BNPP to grant or continue to grant all or any part of the Facility in the Base Currency by reason of any of the following:

- (a) 國內或國際金融、政治或經濟情況或貨幣供給或匯率或外匯管制變動，或
changes in national or international financial, political or economic conditions or currency availability or exchange rates or exchange controls; or
- (b) 法國巴黎銀行以基準貨幣貸放或繼續貸放授信，成為不合法、違法或抵觸任何政府或非政府或法定機關之任何法律、法規、指令、法令或準則，或前述法律加諸額外條件，
it becomes unlawful, illegal or contrary to or additional conditions have been imposed by any laws, regulations, directives, ruling or guidelines of any governmental or non-governmental or statutory authority for BNPP to grant or continue to grant the Facility in the Base Currency,

則儘管授信文件有其他任何規定，法國巴黎銀行經於合理可行之範圍內事前通知借款人後，有權完全自行決定將基準貨幣轉換為法國巴黎銀行選擇之替代貨幣。

then notwithstanding any other provision of the Facility Documents, BNPP shall have the right in its absolute discretion to convert the Base Currency into an Alternative Currency as selected by BNPP, with prior notice to the Borrower to the extent reasonably possible.

4. 利息 Interest

利息應按相關授信中未償還之本金餘額每日計息，並以結算餘額之實際天數按日計息，一年依 360 或 365 天計算（視相關幣別而定（以法國巴黎銀行確定之決定為準））。

Interest shall accrue daily on the principal amount outstanding under the relevant Facility on the basis of actual number of days elapsed and a year of 360 or 365 days (depending on the relevant currency (as determined by BNPP)).

法國巴黎銀行得為其便利之故，將同一授信之不同動撥尚未還款之計息期間進行整併，以確保相關動撥之還款日期均相同。

BNPP may, for its convenience, consolidate outstanding Interest Periods in respect of different Drawings under the same Facility to ensure that the relevant Drawings have the same repayment date.

5. 審核權 Right of Review

縱授信文件有任何其他條款之約定，授信之提供仍取決於法國巴黎銀行隨時之審核，且法國巴黎銀行隨時保留下列權



利（且無須通知任何債務人）：

Notwithstanding any other provision of the Facility Documents, the availability of the Facility is subject to review by BNPP at any time and BNPP reserves the right at any time (and without notice to any Obligor), to:

- (a) 拒絕任何授信下之任何動撥；及 / 或
decline to allow any Drawing under any Facility to proceed; and/or
 - (b) 終止、取消（一部或全部）及 / 或修改任何授信（包括但不限於減少或暫停提供該授信之全部或一部）及 / 或修訂授信文件之條款；及 / 或
terminate, cancel (in whole or in part) and/or amend any Facility (including, without limitation, reducing or suspending, in whole or in part, that Facility) and/or amend the provisions of the Facility Documents; and/or
 - (c) 隨時宣告未清償餘額之全部或一部到期且應付，並要求立即償還；及 / 或
declare all or any part of the Outstanding Amounts to be due and payable at any time and demand their immediate repayment; and/or
 - (d) 執行其擔保權利（如適用）；及 / 或
enforce its rights under the Security (where applicable); and/or
 - (e) 宣告就或有債務立即質押現金存款；及 / 或
declare that immediate cash deposit shall be pledged in respect of any contingent liabilities; and/or
 - (f) 關於由法國巴黎銀行或其關係企業就授信所開立或提供之各項銀行保證、信用狀、保證金及其他相關票據，要求借款人：
with respect to each bank guarantee, letter of credit, bond and other relevant instrument issued by BNPP or its Affiliate under the Facility, require the Borrower(s) to:
 - (i) 促使另一銀行開立或提供銀行保證、信用狀、保證金或其他相關票據，以取代由法國巴黎銀行所開立之個別該等票據；
procure another bank to issue a bank guarantee, letter of credit, bond or other relevant instrument to replace each such instrument issued by BNPP;
 - (ii) 促使另一法國巴黎銀行可接受之銀行開立以法國巴黎銀行為受益人且形式可為法國巴黎銀行所接受之相對保證；及 / 或
procure another bank satisfactory to BNPP to issue a counter-guarantee in favour of BNPP in a form satisfactory to BNPP; and/or
 - (iii) 立即提供現金質押；
provide immediate cash cover,
- 於(i)、(ii)及 / 或 (iii)之各情況下，係為擔保法國巴黎銀行於其依授信所簽發之各該等票據下之所有債務（包括利息、成本、費用及支出），且於各情況下，如借款人未遵循(i)、(ii)及 / 或 (iii)之任何該等要求，法國巴黎銀行有權行使留置權，並抵銷借款人於法國巴黎銀行之任何帳戶所持有之任何餘額或證券；且為該等目的，法國巴黎銀行有權於借款人之相關帳戶扣款及 / 或凍結該等帳戶；及 / 或
in each case of (i), (ii) and/or (iii) to cover the full liabilities of BNPP under each such instrument issued by BNPP under the Facility (inclusive of interest, costs, charges and expenses) and in each case if the Borrower(s) fail(s) to comply with any such requirement of (i), (ii) and/or (iii), BNPP shall be entitled to exercise the right of lien and set off against any sums or securities held in any accounts of the Borrower(s) with BNPP and for that purpose BNPP shall be entitled to debit and/or block the relevant accounts of the Borrower(s); and/or
- (g) 行使相關法律、法規及授信文件所允許之任何其他權利。
exercise any other right permitted by applicable laws and regulations and the Facility Documents.

違約事件

Events of default



法國巴黎銀行得依第 5 條隨時及於包括 (但不限於) 下列任何事件或情況下 , 行使其任何權利 :

BNPP may exercise any of its rights pursuant to this Clause 5 at any time and under any events or circumstances including (but not limited to) when:

- (a) 任何借款人未能按期支付或清償依授信函、任何申請書或授信文件所應付法國巴黎銀行之任一授信本金 ;
any Borrower shall fail to pay or repay any principal of any Facility payable to BNPP when due under the Facility Letter, any application or Facility Documents;
- (b) 任何借款人成為依破產法或消費者債務清理條例受聲請和解或受聲請破產宣告之對象、成為受聲請公司重整之對象、經票據交換所通知拒絕往來、或停止營業或有停止營業之虞或變更其交易行為之性質或模式而經法國巴黎銀行認為情節重大、或該借款人就其債務安排和解或為通過借款人破產之決議而召集會議、或該借款人財產之任何重大部分經任命破產管理人 ;
any Borrower shall be the subject of an application for composition (settlement) or a petition for declaration of bankruptcy under the Bankruptcy Law or the Consumer Debt Clearance Act, be the subject of a petition for corporate reorganization, be rejected and notified by the Bills Clearing House, or cease or threaten to cease business operations or change the nature or mode of conduct of its trading in any respect which BNPP may consider material or that Borrower shall make any arrangement for the settlement of its indebtedness or convene a meeting for the purpose of passing a resolution for the bankruptcy of the Borrower or a receiver has been appointed over that Borrower on any material part of the Borrower's property;
- (c) 借款人依契約義務應提供擔保而不依約提供者 ;
there is a contractual obligation to provide security and the Borrower shall fail to provide the same;
- (d) (債務人為自然人時) 任何債務人死亡而其繼承人拋棄繼承、或債務人經法院宣告為無行為能力或受監護或輔助宣告 ;
(for individual Obligor) any Obligor dies and the heir or successor of that Obligor waives rights to inherit, or the Obligor is declared incompetent or subject to guardianship or assistance by a court;
- (e) 若任何借款人於授信函、任何申請書或授信文件內向法國巴黎銀行為聲明、保證、承諾及約定事項、或提供任何文件、資料或資訊、而嗣後該等聲明、保證、文件、資料或資訊經證明為不實、不正確、不完整、錯誤或有誤導、或未遵守任何承諾及 / 或財務承諾 ;
where any Borrower has made representations, warranties, undertaking and covenants to BNPP in the Facility Letter, any application or Facility Documents, or provided any documents, data or information, and such representations, warranties, documents, data or information shall prove to have been untrue, incorrect, incomplete, false or misleading, or any undertaking and/or financial covenants is not complied with;
- (f) 任何借款人未能按期支付依授信函、任何申請書或授信文件所應付法國巴黎銀行之利息、費用或其他任何款項 (本金除外)、且未於法國巴黎銀行給予書面通知後十五(15)日內 (下稱「補正期限」) 補正者 ;
any Borrower shall fail to pay interest, fees or any other sums (other than principal) due to BNPP in accordance with the Facility Letter, any application or Facility Documents and such failure is not cured within fifteen (15) days after BNPP sends written notice to the Borrowers ("Cure Period");
- (g) 擔保物或就任何授信提供予法國巴黎銀行之其他任何擔保或保證成為無效、無法執行、價值減損或因其他情事而不足擔保債務 (包括倘一保證人為任一借款人之債務提供保證係因其身為該借款人董事或監察人或具有借款人其他代表權限之資格、而當該保證人不再具有該等資格而使得前述保證停止生效之情形)、且前述各項情況未能於補正期限內補正者 ;
the security or any other support or guarantee provided to BNPP for any Facility shall become invalid, unenforceable, reduced in value or otherwise become insufficient (including in the event that a guarantee is issued by a guarantor for the obligations of any Borrower due to such guarantor's being a director or supervisor or having another capacity with representative authority of the Borrower, such guarantee ceasing to be effective due to such guarantor no longer holding such capacity) to secure the obligations and any such circumstances are not cured within the Cure Period;
- (h) 任何借款人自法國巴黎銀行所取得之任何授信、其實際資金用途或其對法國巴黎銀行之任何義務、與法國巴黎銀行核定用途不符、且未能於補正期限內補正者 ;
the use of funds or any obligations of any Borrower to BNPP shall vary from BNPP's approved purposes and any such circumstances are not cured within the Cure Period;
- (i) 任何借款人之財產或擔保物受強制執行、假扣押、假處分或其他保全處分、以致對法國巴黎銀行回收授信可能有不利影響者、或借款人因刑事訴訟而受沒收主要財產之宣告、且前述各項情況未能於補正期限內補正者 ;



any Borrower's property or the security shall be the subject of compulsory execution, provisional attachment, provisional measures or other precautionary measures which is likely to adversely affect the BNPP's recovery of the Facility or the major assets of that Borrower are declared to be subject to confiscation by reason of a criminal charge and such circumstances are not cured within the Cure Period;

- (j) 任何借款人未能按期支付其依其他任何合約（與法國巴黎銀行或第三人簽訂者）所應付之任何款項，或該借款人不論係以主債務人或保證人身分所負之任何債務或其他金錢債務（對法國巴黎銀行或第三人）已發生違約情事或加速到期或准許加速到期之情事者；
any Borrower shall fail to make payment of any sums under any other agreement (with BNPP or third parties) when due or there occurs any event of default or any event which accelerates or permits acceleration of the maturity of any indebtedness or other monetary obligation of that Borrower (to BNPP or third parties) whether as a primary obligor or guarantor;
- (k) 任何借款人違反於授信函、任何申請書或授信文件所載之契約義務（包括但不限於借款人之承諾事項）；
any Borrower shall have violated its contractual obligations (including, but not limited to, the Borrower's covenants) set out in the Facility Letter, any application or Facility Documents;
- (l) 任何與授信有關或以該項授信融資之活動或借款人業務所需之各項政府登記、許可或執照被吊銷或停止，或借款人取得該項授信、執行該活動或經營其事業已變為不合法；
any governmental registration, approval or license required in connection with the Facilities, the activities being financed by the Facilities or the Borrower's business operations shall be revoked or suspended or it otherwise shall become unlawful for the Borrower to obtain the Facilities, to conduct such activity or to conduct its business;
- (m) 未遵守對借款人所發出之任何裁判或命令；或
any judgment or order made against the Borrower is not complied with; or
- (n) 信用支持提供人、保證人、第三方信用或擔保物提供人之任一人發生於上開(a)至(f)款及(i)至(m)款所述之任一事件。
any of the events described in under (a)-(f) and (i)-(m) above shall occur with respect to any Credit Support Provider, guarantor, third party credit or security provider.

6. 提前還款 Prepayment

依據授信函條款所發出之提前還款通知應為不可撤銷，且須指明相關提前還款之日期以及欲提前還款之金額。

Any notice of prepayment given pursuant to the terms of the Facility Letter shall be irrevocable and shall specify the date upon which the relevant prepayment is to be made and the amount to be prepaid.

7. 遲延利息 Default Interest

相關授信應就其未付金額按利率（或其他相關適用費率或佣金）加計 2% 年利率支付遲延利息（下稱「遲延利率」）。

Default interest is payable on unpaid amounts at the rate of 2% per annum above the Interest Rate (or other relevant applicable rate or commission) for the relevant Facility ("Default Rate").

若任一債務人未能於到期日支付授信文件下之任何應付金額，應就該逾期未付款項按遲延利率自到期日起至實際付款日止計付利息（不論在法院判決前或判決後）。任何遲延利息應於經請求時立即支付。

If any Obligor fails to pay any amount payable by it under a Facility Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any default interest is immediately payable on demand.

8. 付款 Payments

依授信文件所為之任何付款應(1)以可立即動用、自由流通之資金，按法國巴黎銀行得通知債務人之幣別，支付予法國巴黎銀行得通知債務人之銀行帳戶；(2)不含任何稅負；及(3)無抵銷權或反請求，且除法律規定者外，未扣除任何預扣稅或扣繳額（包括但不限於與稅負有關者）。如有任何扣繳額（包括但不限於與稅負有關者），則應增加到期付款金額，以使付款金額在扣除扣繳額之後，所剩餘金額等同於無需扣繳額前之應付金額。借款人應向法國巴黎銀行提供法國巴黎銀行得要求之證明文件（包括所有相關收據之經認證影本），證實該扣繳額已支付予相關主管機關。

All payments to be made under the Facility Documents shall be paid (i) in immediately available, freely transferable



funds to such account(s) with such bank(s) and in such currency as BNPP may notify to the Obligor(s); (ii) exclusive of any Tax; and (iii) without any set-off or counter-claim and free and clear of any withholding or deduction (including, but not limited to, in respect of Tax) except as required by law. If any deduction (including, but not limited to, in respect of Tax) is made, the amount of payment due shall be increased to an amount which, after making such deduction, leaves an amount equal to the payment which would have been due if no deduction had been required. The Borrower(s) shall provide BNPP with such evidence as BNPP may require (including certified copies of all relevant receipts) that such deduction or payment has been made to the relevant authority.

如依授信文件於非為營業日之日到期且應付任何款項，該款項應於同一日曆月之次一營業日支付（如有同一日曆月次一營業日者）或前一營業日支付（如無同一日曆月次一營業日者）。

Any payment under the Facility Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

除借款人與法國巴黎銀行另有約定外，所有應付費用及佣金概不可退費（無論授信可能已動撥或嗣後提領與否或該動撥或提領之範圍為何），且不含任何稅負或類似支出，並應以實際經過日數且一年 360 日或 365 日為基礎計算之（取決於法國巴黎銀行所決定之相關貨幣）。

Unless otherwise agreed between the Borrower(s) and BNPP, all fees and commissions payable are non-refundable (regardless of whether and to what extent the Facility may have been drawn or is subsequently withdrawn) and exclusive of any Tax or similar charges and shall be calculated on the basis of actual days elapsed and a year of 360 or 365 days (depending on the relevant currency (as determined by BNPP)).

9. 聲明及擔保

Representations and Warranties

各借款人向法國巴黎銀行聲明及擔保：

Each Borrower represents and warrants to BNPP that:

- (a) (法律身分) 其依其設立地法律合法成立及有效存續；
(*status*) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- (b) (約束義務) 其於授信文件表達可承擔之義務乃合法、有效、具約束力且可執行之義務；
(*binding obligations*) the obligations expressed to be assumed by it in the Facility Documents are legal, valid, binding and enforceable obligations;
- (c) (無衝突) 任何債務人簽訂、接受及履行授信文件與授信文件下交易，並未且將不會：(1) 與其適用之任何法律或法規、其章程文件發生衝突；(2) 造成超出任何法律、命令、判決、合約、票據或其他因素對任何債務人或其董事權力（如適用時）所設或所含之任何限制；(3) 與對任何債務人或其任何資產具有拘束力之任何合約或票據發生衝突；或 (4) 導致對任何債務人之任何資產設定或加諸授信文件所設定以外之任何留置權、抵押、擔保、利息或其他負擔；
(*non-conflict*) the entry into, acceptance and performance by it of, and the transactions contemplated by, the Facility Documents do not and will not (i) conflict with any law or regulation applicable to any Obligor or its constitutional documents; (ii) cause any limitation on any Obligor or the powers of its directors (where applicable), whether imposed by or contained in any law, order, judgment, agreement, instrument or otherwise to be exceeded; (iii) conflict with any agreement or instrument binding upon any Obligor or any of its assets; or (iv) result in the creation or imposition of any lien, charge, security, interest or other encumbrance over any assets of any Obligor other than those created pursuant to the Facility Documents;
- (d) (權力與授權) 其有權簽訂及履行，並且已採取所有必要行動授權其簽訂、履行及交付授信文件及授信文件下之交易；
(*power and authority*) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Facility Documents and the transactions contemplated by the Facility Documents;
- (e) (制裁) 無任何債務人、其子公司、債務人或其子公司之董事或經理人，或於其所能知悉之最大範圍內，任何債務人之關係企業、代理人或員工，係為或可能成為 (1) 一受制裁者或 (2) 位於、設立於或居住於一受制裁國家之人，或為受該等人所有或控制之人；
(*sanctions*) none of the Obligors, any of their subsidiaries, their respective directors or officers, or, to the best of its knowledge, any of their Affiliates, agents, or employees is a person, that is, or is owned or controlled by a person that is, or is likely to become (i) a Sanctioned Person or (ii) located, organised or resident in a Sanctioned Country;



- (f) (反賄絡、反貪污及洗錢防制) 無任何債務人、其子公司、債務人或其子公司之董事或職員，或，於其所能知悉之最大範圍內，任何債務人之聯屬公司、代理人或職員，已從事任何活動或行為可能違反任何適用之管轄權內可能之反賄絡、反貪污或洗錢防制之法律、法規或規則，且其已制定並旨在避免違反該等法律、法規及規則；
(*anti-bribery, anti-corruption and anti-money laundering*) none of the Obligors, any of their subsidiaries, their respective directors or officers, or, to the best of its knowledge, any of their Affiliates, agents or employees has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws, regulations or rules in any applicable jurisdiction and it has instituted and maintains policies and procedures designed to prevent the violation of such laws, regulations and rules;
- (g) (效力及證據能力)；已取得或執行與下列事項有關而有必要或有利之一切授權、同意、核准、決議、執照、豁免、申報、公證、留存或註冊，並且具有完整效力：(1)其簽訂授信文件及遵守授信文件之義務，(2)使授信文件於其設立地具有證據能力，及(3)其與其子公司執行業務所需；
(*validity and admissibility*) all authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations, lodgements or registrations required or desirable in connection with (i) its entry into and compliance with its obligations under the Facility Documents; (ii) to make the Facility Documents admissible in evidence in its jurisdiction of incorporation; and (iii) for it and its subsidiaries to carry on their business, have been obtained or effected and are in full force and effect;
- (h) (破產)；從未有且目前亦未有任何程序任命債務人之破產管理人及 / 或財產管理人或司法管理人及 / 或清算人或 (如債務人為自然人時) 破產受託人或正式受讓人或就債務人或其資產之任何一部分任命其他管理人，或就債務人為清算；及
(*solvency*) no steps have been taken or are being taken to appoint a receiver and/or manager or judicial manager, liquidator of any Obligor or (where an Obligor is an individual) trustee in bankruptcy or official assignee or any other such official of any Obligor or over any part of the assets of any Obligor or to wind up any Obligor; and
- (i) (財務報表)；依據授信文件交付法國巴黎銀行之各債務人最近期經會計師查核之財務報表及 (如有) 經查核之合併財務報表，真實允當表達該債務人及其子公司於報表日之財務狀況與經營情形，並且係依據一般公認會計原則編製。
(*financial statements*) each Obligor's most recent audited financial statements and (if any) audited consolidated financial statements delivered to BNPP pursuant to the Facility Documents present a true and fair view of the financial position and operations of that Obligor and its subsidiaries as at the date to which they were drawn up and have been prepared in accordance with GAAP, consistently applied.

10. 承諾 Undertakings

各借款人承諾，於授信存續之期間內：

Each Borrower undertakes for so long as the Facility subsists that:

- (a) (債務優先順序) 其依授信文件之支付義務應隨時至少與其所有無擔保及非次順位債務之支付順序相當，但依一般適用公司之法律而須優先強制清償之債務除外。
(*ranking of obligations*) its payment obligations under the Facility Documents shall at all times rank at least equally and rateably with all its other unsecured and unsubordinated indebtedness, except for obligations mandatorily preferred by law applying to companies generally;
- (b) (遵循法律) 其將於所有重大方面遵守所有相關法律，且其將取得與履行授信文件義務有關之任何授權、同意、登記、核准並維持該等授權、同意、登記、核准之效力，以確保授信文件於任何相關司法管轄區之合法性、效力、執行力或證據可採性；
(*compliance with laws*) it shall comply in all material respects with all applicable laws and it shall obtain and maintain in full force and effect any authorisation, consent, registration, approval required in connection with the performance of its obligations under the Facility Documents and to ensure the legality, validity and enforceability or admissibility in evidence of the Facility Documents in any applicable jurisdiction;
- (c) (其他資訊) 其將提供法國巴黎銀行與其業務、財務、經營及管理有關之資訊或法國巴黎銀行得不時合理要求之其他資訊；
(*other information*) it shall provide BNPP with such information relating to its business, finances, operation and management or any other information which BNPP may reasonably request from time to time;



- (d) (業務性質) 其於授信函日期所經營之業務一般性質將不會有重大變更；
(*nature of business*) no substantial change shall be made to the general nature of its business from that carried on at the date of the Facility Letter;
- (e) (違約通知) 一經得知有任何事件或情況發生將構成其受拘束之其他任何合約 (包括授信文件) 之違約或已經造成或合理判斷可能產生重大不利影響時，將立即以書面通知法國巴黎銀行 (以及其為補正所採取之任何措施)；
(*notice of default*) it shall notify BNPP in writing of any event or circumstance which constitutes a default under any agreement binding upon it (including the Facility Documents) and which has or is reasonably likely to have a Material Adverse Effect (and, in each case, the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;
- (f) (法律程序通知) 其將立即以書面通知法國巴黎銀行任何訴訟、仲裁或行政程序開始進行或有開始進行之虞，以致如有不利判決時，已產生或合理預期可能產生重大不利影響者；
(*notice of proceedings*) it shall promptly notify BNPP in writing of any litigation, arbitration or administrative proceedings started or threatened against it which, if adversely determined, has or is reasonably likely to have a Material Adverse Effect;
- (g) (制裁) 不得直接或間接使用任何動撥、貸與、貢獻或以其他方式使該動撥提供予任何子公司、合資合夥人或其他人(1)以資助任何活動或業務或任何人，或國家或領土，於資助時係為一受制裁者或受制裁國家，或(2)以其他方式其可能導致他人違反制裁；
(*sanctions*) it will not, directly or indirectly, use the proceeds of any Drawing, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any person;
- (h) (公司重組) 如未向法國巴黎銀行為事前通知，其不得承諾或允許 (1) 對其現行架構進行任何修正，且該修正直接或間接影響公司存續，且將導致其不再以未破產之存續公司之身份存續，或已產生或合理預期可能產生重大不利影響者，或 (2) 與團體任何成員之任何債權人簽署任何其他計畫或妥協方案，且該計畫或妥協方案已產生或合理預期可能產生重大不利影響者；
(*reorganisations*) it shall not without prior notice to BNPP undertake or permit (i) any amendment of its present constitution which, directly or indirectly, affects its corporate existence and will result in it ceasing to exist as a solvent surviving entity or which has or is reasonably likely to have a Material Adverse Effect or (ii) any other scheme or compromise or arrangement with any creditor of any member of the Group which has or is reasonably likely to have a Material Adverse Effect;
- (i) (一般公認會計原則) 其應依據一般公認會計原則編製依授信文件交付給法國巴黎銀行之各項財務報表，並應於一般公認會計原則發生任何變更時通知法國巴黎銀行，以及送交所有必要資訊予法國巴黎銀行，俾法國巴黎銀行評估各債務人及其子公司之新財務狀況；
(*GAAP*) it shall procure that each set of financial statements delivered to BNPP pursuant to the Facility Documents is prepared in accordance with GAAP, and shall inform BNPP of any change in GAAP and shall deliver all necessary information in order for BNPP to assess the new financial condition of each Obligor and its subsidiaries;
- (j) (反面承諾) 只要授信仍舊存續，其不得 (且應確保其子公司將不會) 對其所有 (或絕大部分) 現在或未來收入、營業或資產設定任何負擔或允許負擔之存續，惟 (1) 於授信函簽署日前已存續且已書面告知法國巴黎銀行之負擔；(2) 於正常交易過程中因法律規定而設立之負擔，且依法國巴黎銀行之合理意見認為將不會重大影響該借款人履行其於授信文件下義務之能力者；(3) 於任何授信下授予法國巴黎銀行之負擔；或 (4) 經法國巴黎銀行書面事前同意而設定之負擔；
(*negative pledge*) it shall not, and shall procure that none of its subsidiaries shall, create or permit to subsist any encumbrance over all (or any substantial part of) its present or future revenues, undertaking or assets except for encumbrances (i) existing at, and disclosed in writing to BNPP prior to the date of the Facility Letter; (ii) created by operation of law in the ordinary course of trading that will not, in the reasonable opinion of BNPP, materially affect that Borrower's ability to perform its obligations under the Facility Documents; (iii) granted to BNPP under any Facility; or (iv) created with the prior written consent of BNPP;
- (k) (不處分) 只要授信仍舊存續，未經法國巴黎銀行事前書面同意，其不得於單一交易或多筆交易 (無論是否相關且無論自願或非自願) 中，出售、移轉或以其他方式處分其所有或絕大部分資產或營業；



(*no disposal*) it shall not, without the prior written consent of BNPP, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, transfer or otherwise dispose of all or a substantial part of its assets or business;

- (l) (了解客戶) 其將於經法國巴黎銀行請求時，立即提供或使人提供法國巴黎銀行合理請求之文件或其他證明，以便法國巴黎銀行依據相關法律為授信文件所擬交易之目的，針對客戶或交易執行所有必要之「了解客戶」、「了解交易」或其他類似檢查；及
(*know-your-customer*) it shall promptly, upon the request of BNPP, supply or procure the supply of such documentation and other evidence as is reasonably requested by BNPP in order for BNPP to carry out all necessary “know-your-customer”, “know-your-transaction” or other similar checks on customers or transactions under all applicable laws for the purposes of the transactions contemplated in the Facility Documents; and
- (m) (訴訟豁免) 其將不會在其設立地進行之任何有關授信文件之訴訟程序中，聲請豁免訴訟、執行、扣押或其他法律程序。
(*immunity from suit*) it will not claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to any Facility Document.

11. 洗錢防制及其他法律

Anti-Money Laundering and other Laws

於不損及法國巴黎銀行於第 5 條 (*審核權*) 之權利的前提下，若法國巴黎銀行基於合理原因認為依據或有關授信所為之付款或動撥可能違反任何相關法律 (包括但不限於有關洗錢防制、反資恐、反貪污、反賄賂或制裁之法律) 及法國巴黎銀行之內部法律遵循規範時，法國巴黎銀行得凍結或拒絕支付該款項並得拒絕允許該動撥。

Without prejudice to BNPP's rights under Clause 5 (*Right of Review*), BNPP may block or refuse to make a payment under or in connection with the Facility, and may refuse to permit a Drawing under any Facility, if it believes on reasonable grounds that making such payment or Drawing may breach any applicable law (including, without limitation, any law relating to anti-money laundering, anti-terrorist financing, anti-corruption, anti-bribery or Sanctions) and any internal compliance requirements of BNPP.

如有下列情況：

In the case where:

- (a) 法國巴黎銀行接獲、經通知或受到任何法律、指令、法規、規則、司法或行政命令、判決、禁制令、政府行為、制裁、法令、令狀或其他形式之司法或行政程序 (無論是否具有法律效力) (下合稱「**法律程序**」) 之影響，且該法律程序可能影響、涉及或牽涉 (或似有影響、涉及或牽涉) 任何債務人或債務人交易 (如下第 14 條 (*補償*) 之定義)、或其於法國巴黎銀行或該行關係企業所開立之帳戶或法國巴黎銀行或該行關係企業之銀行間帳戶者；或
BNPP is served with or notified of or otherwise in any way affected by any law, directive, regulation, rule, judicial or administrative order, judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process whether having the force of law or not (collectively, the “**Process**”), which may affect or relate or is referable to, or appear to affect or relate or is referable to, any Obligor or the Obligor Transaction(s) (as defined in Clause 14 (*Indemnities*) below), or its account(s) held with BNPP or its Affiliates or any interbank account of BNPP or its Affiliates; or
- (b) 法國巴黎銀行依其看法認為，依法國巴黎銀行或其關係企業所進行或受影響之任何適用法律程序，或依法國巴黎銀行或其關係企業之任何非法定慣例、程序或準則 (無論是否具有法律效力) 必須遵循該等法律程序時，
BNPP in its opinion considers that it is necessary under any applicable Process to which BNPP or its Affiliates are subject or affected by or under any non-statutory practice, procedures or guidelines (whether having the force of law or not) with which it is BNPP's or its Affiliate's practice or policy to comply,

法國巴黎銀行及其關係企業得，且各借款人 (為其自身為代表各債務人) 茲此不可撤回地授權法國巴黎銀行及其關係企業得，以任何方式遵循該等法律程序，或就該等法律程序採取其或其律師認為適當而與其相關之任何行動，包括就任何債務人於法國巴黎銀行或該等關係企業之帳戶上所有或任何正數餘額予以圈存、凍結及 / 或暫停或扣留付款，及 / 或終止或暫停授信或其任何一部。

BNPP and its Affiliates may, and each Borrower (for itself and on behalf of each Obligor) hereby irrevocably authorises them to, comply therewith in any manner or to take any action in relation thereto as it or its lawyers deem appropriate, including freezing, blocking and/or suspending or withholding payment of all or any amount(s) standing to the credit of



any Obligor's account(s) held with BNPP or such Affiliates and/or terminating or suspending the Facility or any part thereof.

法國巴黎銀行及其任何關係企業就其依本條之任何作為或不作為，不對任何其他人或實體負任何責任。

Neither BNPP nor any of its Affiliates shall be liable to any Obligor or any other person or entity in any manner whatsoever for any action or omission taken by BNPP or its Affiliates pursuant to this Clause.

12. **增加成本**
Increased Costs

各借款人應依要求立即（任何情況下均須於法國巴黎銀行要求起 15 天內）將法國巴黎銀行或其任何關係企業因下列任一情形所生之任何增加成本金額，支付予法國巴黎銀行：(1) 任何法律、規則、指令或法規（或其釋義、施行或應用）之適用或變更；或 (2) 遵循授信函日期以後所制訂之任何法律、規則、指令或法規。

Each Borrower shall promptly on demand (and in any event within 15 days after demand by BNPP) pay to BNPP the amount of any Increased Costs incurred by BNPP or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law, rule, directive or regulation; or (ii) compliance with any law, rule, directive or regulation made after the date of the Facility Letter.

13. **成本與費用**
Costs and Expenses

各借款人應依要求立即將法國巴黎銀行與下列情形有關所生之所有成本與費用（如為下列(1)或(2)的情況，合理的成本與費用）（法律或其他費用，且按全額補償基礎）之金額，支付予法國巴黎銀行：(1) 協商、編製、印刷、簽署、登記及完成授信文件或依據授信簽署之任何文件，(2) 回應、評估、協商或遵守任何債務人有關授信之修訂、棄權或同意之請求，及(3) 執行或保留授信文件賦予法國巴黎銀行之任何權利。

Each Borrower shall promptly on demand pay to BNPP the amount of all (in the case of (i) and (ii), reasonable) costs and expenses (legal or otherwise, on a full indemnity basis) incurred by BNPP in connection with (i) the negotiation, preparation, printing, execution, registration and perfection of any Facility Document or any documents executed pursuant to any Facility; (ii) responding to, evaluating, negotiating or complying with any request from any Obligor for any amendment, waiver or consent in connection with any Facility; and (iii) the enforcement or preservation of any rights of BNPP under any Facility Document.

各借款人應將法國巴黎銀行因下列情形所生之任何合理成本、損失或費用（包括但不限於資金成本或損失），向法國巴黎銀行提供補償及償付：(1) 授信文件明文許可或規定以外所為之付款（包括利息付款）或提前還款，或收到以相關授信幣別以外之貨幣所為之付款，或(2) 借款人未按動撥請求所指定之日期或幣別借款。惟如該成本、損失或費用係直接因法國巴黎銀行、其關係企業、代理人、員工及經理人之重大過失、故意不法行為或詐欺所致者，則不適用上開條文。

Each Borrower shall indemnify and reimburse BNPP for any reasonable cost, loss or expense incurred by BNPP (including, without limitation, any Cost of Funds or loss) as a result of (i) any payment (including payment of interests) or prepayment being made other than as expressly permitted or required in any Facility Document or a payment being received in a currency other than the currency of the relevant Facility or (ii) any failure by the Borrower(s) to borrow on the date or in the currency specified in a Drawing request. The foregoing provision will not apply where the cost, loss or expense arises directly from the gross negligence, wilful misconduct or fraud of BNPP, its Affiliates, agents, employees and officers.

各借款人依據或與授信有關之所有應付義務總額，包括損害賠償，應以授信之計價貨幣支付。

Each Borrower's obligation for all sums due or payable by it under or in connection with a Facility, including damages, shall be in the currency(ies) in which the Facility is denominated.

14. **補償**
Indemnities

各借款人如經要求，應就下列事項立即補償法國巴黎銀行（包含其總行及其任何及所有分行）、其關係企業、代理人、員工及經理人：

Each Borrower shall promptly on demand indemnify and keep indemnified BNPP (including its head office and any and all branches of BNPP), its Affiliates, agents, employees and officers against:

- (a) 所有請求、要求、訴訟、責任、起訴、程序、令狀或禁制令、損害、損失（包括所失利益）、合理成本與費用（法律或其他費用）；



all claims, demands, actions, liabilities, charges, proceedings, warrants or injunctions, damages, losses (including loss of profit), reasonable costs and expenses (legal or otherwise);

- (b) 所有印花稅、註冊稅及其他任何直接或間接稅款；
all stamp duty, registration taxes and any other direct or indirect taxes;
- (c) 任何議價損失、資金成本或因於預定到期日之前提前清償授信（不論該提前還款是否依法國巴黎銀行要求或其他原因（包括因結清內部避險安排所生之任何損失或成本））而須清算、取得或重新建立任何交換交易、避險或相關交易部位或結清任何外匯或利率合約所生之其他任何損失；及
any loss of bargain, Cost of Funds or any other loss incurred in liquidating, obtaining or re-establishing any swap, hedge or related trading positions or closing out of any foreign exchange or interest rate contract as a result of any prepayment of any Facility prior to its stated maturity (whether such prepayment is on demand by BNPP or otherwise (including any loss or cost due to internal hedging arrangements being unwound)); and
- (d) 按付款日之匯率兌換向法國巴黎銀行所為之任何付款所產生之金額短缺，即兌換後之金額不足涵蓋依相關授信尚未支付之金額。
any shortfall arising from converting any payment to BNPP at the rate of exchange on the date of such payment to the extent that the converted amount falls short of the amount unpaid under the relevant Facility,

於各情況下，源自或有關任何授信、任何動撥或法國巴黎銀行履行、保全及 / 或執行其於授信文件下之權利及 / 或義務（包括但不限於因下列事項所生之權利及 / 或義務：(A) 與任何債務人或債務人於法國巴黎銀行或其關係企業之任一帳戶相關之交易（下稱「債務人交易」）；(B) 違反下開第 28 條之約定；或 (C) 法國巴黎銀行信賴自其所認為獲合法授權（或未獲合法授權）得代表該債務人行事之任何人所發出之任何通訊或指示（或據信為真之通訊或指示），或依該通訊或指示行事或拒絕依該通訊或指示行事（包括法國巴黎銀行依誠信原則信賴任何以電話、傳真、電子郵件或其他電子方式所發出之任何通訊或指示）。

in each case, arising from or in connection with any Facility, any Drawing or the performance, preservation and/or enforcement by BNPP of its rights and/or obligations under any Facility Document (including, but not limited to, those arising from (A) any transaction relating to any Obligor or any of the Obligors' accounts with BNPP or its Affiliates ("Obligor Transaction"), (B) breach of the provisions under Clause 28 below); or (C) BNPP relying, acting or declining to act on any communication or instructions (or purported communication or instruction) from any person BNPP reasonably believes is duly authorised (or not duly authorised) to act on behalf of such Obligor, including any reliance by BNPP in good faith on any communication or instruction by telephone, facsimile, electronic mail or other electronic means).

惟如該請求、損失或責任係直接因法國巴黎銀行、其關係企業、代理人、員工及經理人之重大過失、故意不法行為或詐欺所致者，則不適用上開條文。

The foregoing provision will not apply where the claim, loss or liability arises directly from the gross negligence, wilful misconduct or fraud of BNPP, its Affiliates, agents, employees and officers.

15. 抵銷權 Set-Off

在附加於且不限制法國巴黎銀行其他權利下，法國巴黎銀行得隨時及不時以債務人隨時存於法國巴黎銀行之任何存款（定期或活期且不論其幣別）及法國巴黎銀行對債務人之其他債務（下稱「銀行債務」），用以抵銷及抵償或收取債務人當時到期應付法國巴黎銀行之一切債務，不論法國巴黎銀行是否已依授信函提出任何要求，也不論抵銷時銀行債務可能尚未到期（該等銀行債務應於行使抵銷權時即視為到期，且法國巴黎銀行茲此被授權得為該債務人終止及提取該存款），亦不論其原始到期日及付款地、所屬分行或債務幣別。法國巴黎銀行同意於行使該抵銷及抵償時立即通知客戶；惟，未能給予該通知並不影響前揭抵銷及抵償之效力。若債務係以不同幣別計價，法國巴黎銀行得為抵銷之目的，於其一般業務過程中按市場匯率兌換銀行債務或兌換債務人對法國巴黎銀行之債務。

IN ADDITION TO AND NOT LIMITED BY SUCH OTHER RIGHTS AS BNPP MAY HAVE, BNPP, MAY AT ANY TIME AND FROM TIME TO TIME SET-OFF AND APPLY ANY AND ALL DEPOSITS (TIME OR DEMAND AND REGARDLESS OF THE CURRENCY(IES) THEREOF) AT ANY TIME HELD AND OTHER INDEBTEDNESS AT ANY TIME OWING BY BNPP TO THE OBLIGOR ("BANK OBLIGATIONS") AGAINST OR OTHERWISE PURSUE COLLECTION OF ANY AND ALL OF OBLIGATIONS OF THE OBLIGOR THEN DUE AND PAYABLE TO BNPP IRRESPECTIVE OF WHETHER OR NOT BNPP SHALL HAVE MADE ANY DEMAND UNDER THE FACILITY LETTER AND ALTHOUGH, IN THE CASE OF SET OFF, THE BANK OBLIGATIONS MAY BE UNMATURED (SUCH BANK OBLIGATIONS SHALL BE DEEMED TO HAVE MATURED UPON ANY SUCH SET-OFF AND BNPP IS HEREBY AUTHORIZED TO TERMINATE AND WITHDRAW SUCH DEPOSITS, FOR AND ON BEHALF OF THE



OBLIGOR) WITHOUT REGARD TO THE ORIGINAL MATURITY THEREOF AND REGARDLESS OF THE PLACE OF PAYMENT, BOOKING BRANCH OR CURRENCY OF EITHER OBLIGATION. BNPP AGREES PROMPTLY TO NOTIFY THE CUSTOMER UPON ANY SUCH SET-OFF AND APPLICATION; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT AFFECT THE VALIDITY OF SUCH SET-OFF AND APPLICATION. If the obligations are in different currencies, BNPP may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

16. 證明及認定

Certificates and Determinations

法國巴黎銀行依授信文件就匯(利)率、金額或任何其他項目所為之證明或認定，若無明顯重大錯誤，將為相關事項之確定證據。

Any certification or determination by BNPP of a rate, amount or any other subject matter under any Facility Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

17. 款項之償付

Application of Moneys

如有依據授信文件之任何已付或已獲得金額少於應付金額，法國巴黎銀行得以該金額償付本金、利息、費用或其他依授信文件應付之金額，並按法國巴黎銀行決定之比例、順序及方式為之。

If any sum paid or recovered pursuant to any Facility Document is less than the amount due, BNPP may apply such sum to principal, interest, fees or any other amount due under any Facility Document and in such proportion, order and manner as it determines.

18. 部分無效

Partial Invalidity

如任何時候授信文件之任何條款依據任何司法管轄區法律有不合法、無效或無法執行之情事，其餘條款之合法性、有效性及可執行性，以及該條文依其他司法管轄區法律之合法性、有效性及可執行性，仍不受影響或減損。

If, at any time, any provision of any Facility Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

19. 救濟及棄權

Remedies and Waivers

法國巴黎銀行未行使或延遲行使其授信文件之任何權利或救濟，不構成棄權，且行使任何單一或部分權利或救濟，亦不妨礙其他任何權利或救濟之進一步或其他行使。授信文件規定之權利與救濟可累積且不妨礙法律所規定之任何權利及救濟。

No failure to exercise, nor any delay in exercising, on the part of BNPP, any right or remedy under the Facility Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Facility Documents are cumulative and not exclusive of any rights or remedies provided by law.

20. 修訂及棄權

Amendment and Waiver

本標準條款得依法國巴黎銀行之全權決定隨時修改之。

These Standard Terms are subject to change from time to time at BNPP's sole discretion.

各借款人同意本標準條款得隨時經法國巴黎銀行單方面修訂，且向借款人通知之本標準條款更新內容將隨時適用於授信函。

Each Borrower accepts that the Standard Terms may be amended unilaterally by BNPP from time to time and any updates of the Standard Terms which are notified to the Borrower(s) from time to time apply to the Facility Letter.

除當事人間書面協議外，不得修訂或免除任何授信文件之任何其他條款。

No other provision of any Facility Document may be amended or waived except by written agreement between the parties.



21. 轉讓及移轉

Assignment and transfer

如法國巴黎銀行擬進行轉讓或移轉，應取得借款人之同意，惟如有下列情況則不在此限：

The consent of the Borrower(s) is required for an assignment or transfer by BNPP, unless the assignment or transfer is:

- (a) 轉讓或移轉予法國巴黎銀行之關係企業；
to an Affiliate of BNPP;
- (b) 該轉讓或移轉係於任何債務人違約或未遵守授信文件任何條款之情事持續時所為；
made at a time when a default under or non-compliance by any Obligor with any term of the Facility Documents is continuing;
- (c) 將法國巴黎銀行之任何權利轉讓或移轉予任何再融資機構，包括但不限於任何保險公司、再保險公司、證券化機構、信託或基金，使法國巴黎銀行得就其於授信下之任何利益進行再融資及避險；惟該等轉讓或移轉不得 (1) 使法國巴黎銀行解除其於授信文件下之任何義務；或 (2) 就依授信文件須向法國巴黎銀行所為之付款或所授予法國巴黎銀行之權利而言，要求債務人支付非為該付款或超過該付款金額，或授予較該權利更為廣泛之權利予任何人；或
an assignment or transfer of any rights of BNPP to any refinancing entity, including without limitation any insurer, reinsurer, securitisation vehicle, trust or fund, for the purpose of BNPP refinancing or hedging any of its interests under the Facility, provided no such assignment or transfer shall either (i) release BNPP from any of its obligations under the Facility Documents or (ii) require any payments to be made by an Obligor other than, or in excess of, or grant to any person any more extensive rights than, those required to be made or those granted to BNPP under the Facility Documents; or
- (d) 以質押或轉讓擔保物之方式，將法國巴黎銀行之任何權利轉讓予：(1) 上開(c)款所述之任何再融資機構、(2) 法國巴黎銀行所簽發票據之持有人、或 (3) 另一家銀行或金融機構（包括聯邦準備銀行或中央銀行）。
an assignment by way of charge or assignment of security of any rights of BNPP to (i) any of the refinancing entities mentioned in (c) above, (ii) holders of instruments issued by BNPP or (iii) another bank or financial institution (including a federal reserve or central bank).

借款人對轉讓或移轉之同意不得無理由拒絕或延遲。經法國巴黎銀行請求後五個營業日後，除借款人於該期限內明示拒絕同意外，借款人將視為已給予其同意。

The consent of the Borrower(s) to an assignment or transfer must not be unreasonably withheld or delayed. The Borrower(s) will be deemed to have given its (their) consent five Business Days after BNPP has requested it unless consent is expressly refused by the Borrower(s) within that time.

於法國巴黎銀行及新放款人均另外簽署以所檢附格式所擬之合法完整的移轉證明時，法國巴黎銀行就其於授信文件下之任何或所有權利及義務所為之移轉始得生效。

A transfer by BNPP of any or all of its rights and obligations under the Facility Documents is effected when BNPP and the new lender each execute an otherwise duly completed transfer certificate in the form attached.

該移轉證明所載之日期係為移轉日：

On the date specified in such transfer certificate to be the transfer date:

1. 如於移轉證明中，法國巴黎銀行試圖以更換新約之方式移轉其於授信文件下之權利及義務，則各借款人及法國巴黎銀行應免除進一步於授信文件下對彼此之義務，且其對彼此之個別權利亦將遭取消（下稱「**經免除之權利及義務**」）；
to the extent that in the transfer certificate BNPP seeks to transfer by novation its rights and obligations under the Facility Documents each of the Borrowers and BNPP shall be released from further obligations towards one another under the Facility Documents and their respective rights against one another shall be cancelled (being the "**Discharged Rights and Obligations**");
2. 各借款人及新放款人將受讓對彼此之義務及 / 或取得對彼此之權利（且該權利義務與經免除之權利及義務不同）；前提為，該借款人及新放款人已代替該借款人及法國巴黎銀行受讓及 / 或取得該等義務及 / 或權利。
each of the Borrowers and the new lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Borrower and the new lender have assumed and/or acquired the same in place of that Borrower and BNPP.



如任何授信文件之條款或與其相關之任何法律或法規規定或要求移轉該等權利或義務需採不同方式，或禁止或限制該等權利或義務之任何移轉者，除該等禁止或限制不適用於相關移轉或各條件或任何相關限制已成就外，本條所載之程序不適用於該授信文件之任何權利或義務。

The procedure set out in this Clause shall not apply to any right or obligation under any Facility Document if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of transfer of such right or obligation or prohibit or restrict any transfer of such right or obligation, unless such prohibition or restriction shall not be applicable to the relevant transfer or each condition or any applicable restriction shall have been satisfied.

就法國巴黎銀行於任何授信文件下之任何或所有權利或義務，其得隨時以擔保方式質押或轉讓、宣告信託或以其他方式設定負擔予任何人。法國巴黎銀行亦得經通知借款人，隨時變更其未清償授信之全部或特定一部相關之授信辦公室。BNPP may at any time charge, assign by way of security, declare a trust over or otherwise create an Encumbrance in or over, any or all of its rights or obligations under any Facility Document to any person. BNPP may also from time to time change its facility office in relation to all or a specified part of the Facility outstanding by notifying the Borrower(s) thereof.

未經法國巴黎銀行事前書面同意，借款人不得轉讓或移轉其於授信文件下之任何權利或義務。

No Borrower is permitted to assign or transfer any of its rights or obligations under any Facility Document without the prior written consent of BNPP.

22. **複本**
Counterparts

各授信文件得以多份複本簽署之，各複本上之簽名猶如各當事人之簽名集中於同一份授信文件上簽名一般具有相同效力。

Each Facility Document may be executed in any number of counterparts, which has the same effect as if the signatures on the counterparts were on a single copy of the Facility Document.

23. **完整合約**
Entire Agreement

授信函連同其附件及附錄（包括隨時通知客戶之本標準條款之最新版本及經引用納入授信函之任何其他條款）記載當事人間之完整合意，並取代先前就授信所達成之任何口頭及／或書面了解或協議。

The Facility Letter, together with its schedules and appendices (including the latest version of the Standard Terms as notified to the Borrower(s) from time to time and any other terms incorporated by reference into the Facility Letter), set out the entire agreement between the parties and supersede any prior oral and/or written understandings or arrangements relating to the Facility.

24. **準據條款**
Prevalence of terms

如授信函與本標準條款（或任何其他授信文件）之條文間有任何抵觸或歧異時，應以授信函之條文為準。如任何其他交易條款與本標準條款之條文間有任何抵觸或歧異時，應以其他交易條款之條文為準。

If there is any conflict or inconsistency between the provisions of the Facility Letter and these Standard Terms (or any other Facility Document), the provisions of the Facility Letter shall prevail. If there is any conflict or inconsistency between the provisions of any Other Trade Terms and these Standard Terms, the provisions of the Other Trade Terms shall prevail.

25. **通知**
Notices

依授信文件所為或與其相關之任何通訊應以書面為之，且除另有約定外，得以電子郵件、傳真或信函方式傳送至載於授信函之電子郵件、傳真號碼或姓名及地址，或法國巴黎銀行最後知悉之通知資訊（如由法國巴黎銀行向一債務人為通訊時）。如該等通知資訊有任何變更，應由該當事人於5個營業日前向他方當事人為事前書面通知。如以下列方式依授信文件準備或傳遞相關通訊或文件時，該等通訊或文件將於以下時間生其效力：(1) 如透過電子郵件，則為實際收到可讀取之形式時；(2) 如透過傳真，則為收到可辨識之形式時；或(3) 如透過信函，則為該信函投遞於相關地址時或自投遞日起已經過5個營業日時。

Any communication to be made under or in connection with the Facility Documents shall be made in writing and, unless otherwise stated, may be made by email, fax or letter to the email, fax number or name and address set out in the



Facility Letter or (in the case of communication by BNPP to an Obligor) notice details last known to BNPP. A party may notify the other(s) of any change in such notice details with 5 Business Days prior written notice. Any communication or document made or delivered under or in connection with the Facility Documents will be effective (i) if by way of email, only when actually received in readable form, (ii) if by way of fax, only when received in legible form; or (iii) if by way of letter, only when it has been left at the relevant address or if 5 Business Days have elapsed since the posting date.

任何送交予或對法國巴黎銀行所為之通訊或文件將於法國巴黎銀行確實收到，且明確標示收件人為法國巴黎銀行不時通知借款人之部門或職員後，始生送達效力。任何送交予或對借款人所為之通訊或文件，將視為已對其他債務人（如有）送交或為該通訊或文件。

Any communication or document to be made or delivered to BNPP will be effective only when actually received by BNPP and then only if it is expressly marked for the attention of the department or officer as BNPP may notify the Borrower(s) from time to time. Any communication or document made or delivered to the Borrower(s) will be deemed to have been made or delivered to the other Obligor(s), if any.

依據或有關授信文件所給予之通知必須以中文或中文及英文為之；於同時有中文及英文之情況下，除法國巴黎銀行另有同意外，將以中文版本為準。

Any notice or document given under or in connection with the Facility Documents must be in Chinese or in both Chinese and English, in which case the Chinese translation will prevail unless agreed otherwise by BNPP.

26. 委外業務
Outsourcing

各債務人茲同意法國巴黎銀行得不時於金融監督管理委員會就有關委外業務隨時頒布之規範許可範圍內，將本標準條款所述之往來交易與服務處理事項（包括但不限於行銷、行政、電信、電腦作業、資料存取、資料處理、輸入、輸出、後勤作業、文件掃描作業、表單列印、裝封分類作業、交付郵寄、轉匯、存款、付款、交換、徵信及催收等事項），委由法國巴黎銀行總部、其他分行或關係企業或第三人代為處理，並同意法國巴黎銀行及各委外服務供應商得於其各自處理必要或適宜之範圍內存取、蒐集、處理及使用任何債務人之個人資料。

Each Obligor hereby consents that BNPP may from time to time outsource the handling of the transactions and services hereunder (including but not limited to marketing, administration, telecommunications, computer processing, data access, data processing, input, output, back office functions, scanning of documentation, printing of relevant materials and statements and matters regarding packaging, sealing, sorting and mailing, remittances, deposits, payments, exchange, credit information and collection) to the head office, other any branches or affiliates of BNPP or a third party to the extent permitted by the Financial Supervisory Commission outsourcing related regulations as in effect from time to time and that each of BNPP and such outsourcing services providers may access, collect, process and use the personal data of any Obligor to the extent necessary or appropriate to carry out its respective functions.

27. 同意揭露
Consent to disclosure

各借款人（為其自身並代表其他債務人）茲此不可撤銷且明示同意授權及允許法國巴黎銀行及其受僱人及代理人得隨時向法國巴黎銀行總部、其他分行、區域辦事處、代表處或關係企業（下合稱「法國巴黎銀行集團」）、法國巴黎銀行集團之任何成員之專業顧問或稽核人員及渠等個別員工及代理人或任何政府或監理機關或主管機關或超國家實體或組織、行政、財政或司法團體、法院或特別法庭或其他任何性質之主管機關（不論台灣境內外）或任何交易所、市場、結算所、存託機構或交易資訊儲存庫或任何可能之受讓人或受移轉人或已與或擬與法國巴黎銀行就有關債務人與法國巴黎銀行間之銀行授信及/或往來交易（依其適用情形）簽訂任何次參貸、信用衍生性商品、風險移轉或風險參與交易（包括但不限於任何保險公司、再保險公司、證券化機構、信託或基金，使法國巴黎銀行得就其於授信下之任何利益進行再融資及避險）或任何其他契約之人，包括但不限於法國巴黎銀行隨時可能因該往來交易（如適用時）而就債務人義務負有債務之相對人或任何其他人士（包括台灣集中保管結算所、財團法人金融聯合徵信中心（下稱「聯徵中心」）、財金資訊股份有限公司及台灣票據交換所），揭露有關債務人及/或任何授信之資訊（包括但不限於各債務人與法國巴黎銀行之帳戶關係、授信文件及如適用時，各債務人與法國巴黎銀行間之外匯、貨幣市場、固定收益及/或衍生性商品交易（下稱「往來交易」）之明細）及其他任何客戶資訊。縱使授信或其任何部分經償還、取消或終止，任何往來交易（如適用時）經完成、結算或終止，及/或債務人與法國巴黎銀行間之一種或多種銀行客戶關係終止時，此同意應為法國巴黎銀行之利益繼續有效且仍具有完整效力。

Each Borrower (for itself and on behalf of the other Obligors) hereby irrevocably and expressly consents to, authorises and permits BNPP and its employees and agents at any time to disclose such information relating



to any Obligor and/or any Facility (including but not limited to details of each Obligor's account relationship with BNPP, the Facility Documents and, if applicable, each Obligor's foreign exchange, money market, fixed income and/or derivative transactions ("Transactions") with BNPP) and any other customer information to BNPP's head office, other branches, regional offices, representative offices or affiliated companies (together, the "BNPP Group"), professional advisers or auditors of any member of the BNPP Group and their respective employees and agents or any governmental or regulatory agencies or authorities or supranational entity or body, administrative, fiscal or judicial body, courts and tribunals or any other authorities of whatsoever nature (in each case whether within or outside Taiwan) or any exchange, market, clearing house, depository or trade repository or any potential assignee or transferee or persons who have entered into or who are proposing to enter into any sub-participation, credit derivative, risk transfer or risk participation transaction (including, without limitation, any insurer, reinsurer, securitisation vehicle, trust or fund, for the purpose of BNPP refinancing or hedging any of its interests under the Facility) or any other contractual arrangements with BNPP in relation to the banking facilities between each Obligor and BNPP and/or the Transactions (as applicable), including without limitation, any person to whom BNPP may be liable in connection with an Obligor's obligations under the Transactions (if applicable) or any other person from time to time including the Taiwan Depository and Clearing Corporation, the Joint Credit Information Center ("JCIC"), the Financial Information Service Co., Ltd. and the Taiwan Clearing House. This consent shall survive and continue in full force and effect for the benefit of BNPP notwithstanding the repayment, cancellation or termination of the Facility or any part thereof, the completion, settlement or termination of any Transaction (if applicable) and/or the termination of one or more types of banker-customer relationships between an Obligor and BNPP.

各借款人（為其自身並代表其他債務人）茲放棄並同意不予主張中華民國銀行法第 48 條或可能與此等揭露有關之其他類似法律、法規或法令之規定。法國巴黎銀行茲此獲得授權得向聯徵中心徵信及進行與任何債務人有關之其他信用查核，以取得背景資訊及法國巴黎銀行所需之其他資訊，以便驗證提供予法國巴黎銀行之資訊。為此目的，法國巴黎銀行得於其認為相關之情況下，揭露與任何債務人有關之該等資訊。

Each Borrower (for itself and on behalf of the other Obligors) hereby waives and agrees not to assert the provisions of Article 48 of the R.O.C. Banking Law or any other like laws, regulations or directives as may be relevant to such disclosures. BNPP is authorized to conduct credit checkings with JCIC and other credit inquiries on any Obligor, in order to obtain any reference or other information required by BNPP to verify information provided to BNPP. For this purpose BNPP may make disclosure of such information concerning any Obligor as BNPP in its discretion considers to be relevant.

28. 個人資料保護

Personal data protection

各借款人（為其自身並代表其他債務人）同意有關任何債務人提供予或擬提供予法國巴黎銀行之任何第三人（包括任何債務人之員工及經理人）個人資料（下稱「第三人資料」），(1) 各債務人應負責確保各相關第三人均已同意將該第三人資料提供給法國巴黎銀行，並同意由法國巴黎銀行及經合法許可得受法國巴黎銀行移轉該第三人資料之他人（「受移轉人」）蒐集、處理、使用、傳輸及揭露該第三人資料；(2) 各債務人應按法國巴黎銀行不時提供之格式書面通知各該第三人，且法律如規定須取得同意者，應取得該第三人簽名同意並將簽名文件送回法國巴黎銀行，或以法國巴黎銀行同意之其他方式，以示其同意法國巴黎銀行及各受移轉人蒐集、處理、使用及移轉該等第三人資料；及(3) 對於因債務人揭露及/或法國巴黎銀行或任何受移轉人蒐集、處理、使用、傳輸及揭露第三人資料，以致有任何相關第三人對法國巴黎銀行或任何受移轉人提出之任何請求，各債務人應負全部法律責任，絕無異議。

Each Borrower (on behalf of itself and on behalf of the other Obligors) agrees that, with respect to any personal data regarding any third parties (including employees and officers of any Obligor) ("Third Party Data") provided or to be provided by any Obligor to BNPP, (i) each Obligor shall be responsible to ensure that each relevant third party has consented to provision of such Third Party Data to BNPP and to the collection, processing, use, transmission and disclosure of such Third Party Data by BNPP and by others to which BNPP is legally permitted to transfer such Third Party Data ("Transferees"); (ii) each Obligor shall deliver to each such third party written notice in the form BNPP provides to the Obligor from time to time and, where such consents required by law, obtain the consent of such third party to BNPP's and each Transferee's collection, processing, use and transfer thereof by signing thereon and returning such document to BNPP, or in such other manner as agreed by BNPP; and (iii) each Obligor shall be solely responsible, without protest, for any claim made by any relevant third party against BNPP or any Transferees arising out of the Obligor's disclosure and/or BNPP's or any Transferee's collection, processing, use, transmission and disclosure of Third Party Data.

29. 信用狀交易

Letter of Credit Transactions

就法國巴黎銀行隨時以各借款人之名義讓購、開發信用狀或為其他相關之通知及/或確認（下稱「信用狀」），各借款人茲（為其自身並代表其他債務人）同意如后：

In consideration of BNPP, on behalf of each Borrower, from time to time negotiating, issuing, advising and/or confirming



letters of credits ("**Credits**"), each Borrower hereby agrees (for itself and of behalf of the other Obligors) as follows:

- (a) 付款：借款人茲授權法國巴黎銀行得承兌所有信用狀項下匯票及提示付款文件，並代借款人支付之，並同意對依據信用狀或為信用狀而簽發之(1)定期匯票於提示時承兌之並於到期日付款；(2)即期匯票則於提示時付款，且若法國巴黎銀行依本標準條款或信用狀已代借款人支付任何款項，借款人應立即償還法國巴黎銀行，連同依適用利率所計算之自法國巴黎銀行為付款日起至借款人償還法國巴黎銀行日止(含)之利息。付款應於法國巴黎銀行隨時指定之地點依有關之信用狀上之幣別，並按任何信用狀已簽發或得簽發之匯票之金額給付之。借款人一經法國巴黎銀行請求時應即給付所有法國巴黎銀行或其往來銀行就該交易有關之通知、讓購、確認或修改信用狀條款、就信用狀簽發匯票及 / 或其他原因所支出之手續費及費用。該等費用得合併計入匯票金額及 / 或發票金額中或分開對借款人另行請款。借款人非於給付全部上述匯票票款及其利息與上述手續費及費用後，不得對該交易或其他相關事項有任何異議。
- Payment.** The Borrower hereby authorizes BNPP to accept all drafts and documents presented for payment under any Credits and to effect payment on behalf of the Borrower and agrees to accept on presentation, and pay at maturity, all time drafts and to pay on presentation all sight drafts drawn or purported to be drawn pursuant to Credits and to immediately reimburse to BNPP any and all sums paid by BNPP on its behalf hereunder or under any Credits together with interest thereon at the applicable rate from the date of payment by BNPP to and including the date of reimbursement by the Borrower to BNPP. Payment shall be made in the place(s) specified from time to time by BNPP in the currency of the relevant Credit and in the amount of each draft which may be, or has been, drawn under any Credit. The Borrower shall pay on demand all charges and expenses incurred by BNPP or BNPP's correspondents in connection with advising, negotiating, confirming or amending the terms of Credit(s), the relative drawings under Credit(s) and/or otherwise, in relation to respective transaction(s). Such charges and expenses may be included in the drafts and/or invoices or billed separately to the Borrower. The Borrower shall raise no question or objection in relation to such transaction(s) or otherwise unless and until the said drafts with interest and the said charges and expenses have been paid in full.
- (b) 銀行裁量：除借款人於開發信用狀前另以書面指示法國巴黎銀行者外：(1)法國巴黎銀行及 / 或其任何往來銀行得收受及接受之提單，為由運送人或為運送人或代運送人所簽發，載明已收受運送之物品之清潔提單或單據，不論該等文件內所載之其他特別條款及收受貨物之日期為何。法國巴黎銀行得收受任何海運提單，該提單係由海上運送人或代海上運送人簽發之海運提單，不論運送是否均經由水路；(2) 部份裝運及 / 或運送數量超過信用狀規定者，法國巴黎銀行亦得接受並得給付有關之匯票票款，但借款人對法國巴黎銀行已支付之匯票票款或因此所負之債務僅在信用狀金額之範圍內負補償之責任；(3) 倘信用狀規定於特定期間內分批裝運者，運送人未於任何之特定期間內裝運時，縱其後之裝運係在特定期間內運送，法國巴黎銀行得自行決定拒絕支付與該未按時裝運部分及其後之裝運有關之匯票票款；(4) 法國巴黎銀行及 / 或其任何往來銀行得收受並接受之保險單據為保險單或保險證明書，其保險金額不需超過法國巴黎銀行依信用狀規定付款之金額；及(5)法國巴黎銀行及 / 或其任何往來銀行得收受、承兌或支付由依信用狀規定應簽發或收受匯票或其他文件之簽發人或收受人之遺產管理人、遺產執行人、受託人或破產管理人所簽署或收受之任何符合規定之匯票或其他文件。
- Bank Discretion.** Except as the Borrower may otherwise expressly instruct BNPP in writing prior to the opening of any Credit: (i) BNPP and/or any of its correspondents may receive and accept as "bills of lading" clean on board bill(s) of lading or document(s) issued, or purporting to be issued, by, or on behalf of, any shipper which acknowledge(s) receipt of goods for transportation, whatever the specific provisions of such document(s) and the date of such receipt. Any such bill of lading issued by, or on behalf of, an ocean carrier may be accepted by BNPP as an "ocean bill of lading" whether or not the entire transportation is by water; (ii) partial shipment(s) and/or shipment(s) in excess of the quantity called for in the Credit may be made and BNPP may honor the relative drafts; provided, that the liability of the Borrower to reimburse BNPP for payments made, or obligations incurred, on such drafts shall be limited to the amount of the Credit; (iii) if the Credit specifies shipments in instalments within stated periods, and the shipper fails to ship in any designated period, BNPP may, at its direction, refuse to honor drafts relative to the instalment so failed and/or any instalment(s) subsequent thereto, even though the shipment of such subsequent instalment(s) may be made in the designated period(s); (iv) BNPP and/or any of its correspondents may receive and accept as documents of insurance either insurance policies or insurance certificates which need not be for an amount of insurance greater than the amount paid by BNPP pursuant to the Credit; and (v) BNPP and/or any of BNPP's correspondents may receive, accept or pay as complying with the terms of the Credit, any draft or other documents, otherwise in order, which may be signed by, or issued to, an administrator, executor, trustee or receiver of the party in whose name the Credit provides that any drafts or other documents should be drawn or issued.
- (c) 證照：借款人應：(1)立即取得與信用狀有關之所有貨物進口、出口、裝運等所需之證照；(2) 遵守與運送該等貨物或其融資有關之政府法令之規定；(3) 依 法國巴黎銀行隨時之要求提供有關之證明文件；(4) 向法國巴黎銀行認可之保險公司以法國巴黎銀行可接受之保險金額就貨物予以投保；(5) 將保險單或保險證明書讓與



予法國巴黎銀行，或依法國巴黎銀行之選擇將理賠之款項或差額（如有）支付予法國巴黎銀行；且(6)如法國巴黎銀行要求時，將保險費已正常繳付及保險公司同意前述讓與之證據提交法國巴黎銀行。

Licenses. The Borrower shall (i) procure promptly any required license for the import, export or shipping of any and all goods shipped in connection with any Credit; (ii) comply with any and all government regulations in regard to the shipment of any and all such goods or the financing thereof; (iii) furnish such certificates with respect thereto as BNPP may at any time request; (iv) keep the goods insured in amounts and with insurers acceptable to BNPP; (v) assign the policies or certificates of insurance to BNPP or, at BNPP's option, make the loss or adjustment, if any, payable to BNPP and (vi) furnish BNPP, if requested, evidence of regular payments of the insurance premiums and evidence of acceptance by the insurers of such assignment.

- (d) 擔保 / 違約：為擔保借款人依本標準條款對法國巴黎銀行所負之所有債務，借款人茲確認並承認所有裝船文件、倉單、保險單或保險證明書，及其他與依信用狀規定簽發之匯票有關之單據，及依信用狀規定運送之貨物、依該等單據簽發之匯票（不論該等單據或貨物係由法國巴黎銀行自動或依借款人指示交付借款人為信託占有或為其他處置者）及依上述收取之款項均屬法國巴黎銀行所有，法國巴黎銀行有全權持有及處分之權，直至上開所有債務均已全部清償及解除為止。所有由法國巴黎銀行或其任何往來銀行持有之所有上開貨物及 / 或單據及收取之款項，均得由法國巴黎銀行依下述規定持有並處分之，但雙方均瞭解法國巴黎銀行或其任何往來銀行不論在任何時候接受任何性質之其他擔保（包括現金）均不得視為法國巴黎銀行放棄其依本標準條款所享有之任何權利或權限。法國巴黎銀行或其任何往來銀行所持有或為法國巴黎銀行而持有依本標準條款規定作為擔保之所有貨物及 / 或單據，法國巴黎銀行得自動或依借款人指示交付借款人為信託占有，但借款人應依法國巴黎銀行要求簽署並交付法國巴黎銀行可接受之任何信託收據及 / 或信託收據融資書，並支付有關之申請費用。雙方均瞭解，法國巴黎銀行依本標準條款及上開單據所享有之權利係法國巴黎銀行依有關法律規定享有之權利以外之額外之權利，並非限制法國巴黎銀行依法享有之權利。法國巴黎銀行隨時持有或由法國巴黎銀行之任何往來銀行為法國巴黎銀行隨時持有之提單、倉單或與法國巴黎銀行承兌匯票有關之其他單據，一經移轉、出售、交付、提出或背書，借款人應賠償法國巴黎銀行並使法國巴黎銀行免於因此原因所生之任何對法國巴黎銀行或其任何往來銀行之請求或訴訟所遭受之損害。

Security/Default. As security for any and all obligations, the Borrower hereby recognizes and admits BNPP's ownership in and unqualified right to the possession and disposal of, any and all shipping documents, warehouse receipts, policies or certificates of insurance and other documents relative to drafts drawn under any Credit and to any and all goods shipped in connection with and Credit, to any of the drafts drawn thereunder (whether or not such documents or goods are released to, or upon the order of, the Borrower in trust or otherwise) and to the proceeds of the foregoing, until such time as all such Obligations have been fully paid and discharged. All such goods and/or documents, and the proceeds thereof, coming into BNPP's possession, or that of any of BNPP's correspondents, may be held and disposed of by BNPP as hereinafter provided, it being understood that the receipt by BNPP, or by any of BNPP's correspondents, at any time of other security of whatsoever nature, including cash, shall not be deemed a waiver of any of BNPP's rights or powers hereunder. Insofar as any goods and/or documents, which may be held by BNPP, or for BNPP's account, as collateral hereunder may be released by BNPP to, or upon the order of, the Borrower in trust, the Borrower will sign and deliver to BNPP on demand such trust receipts and/or statements of trust receipt financing as may be satisfactory to BNPP, and will pay any relative filing fees, it being understood that BNPP's rights as specified herein or therein shall be in addition to, but not in limitation of, BNPP's rights under any applicable law. Upon any transfer, sale, delivery, surrender or endorsement of any bill of lading, warehouse receipt or other document at any time(s) held by BNPP or held for BNPP's account by any of BNPP's correspondents, relative to any draft(s) accepted by BNPP in reliance hereon, the Borrower shall indemnify and hold BNPP harmless from and against each and every claim, demand, action or suit which may arise against BNPP or any such correspondent(s), by reason thereof.

- (e) 免責：本標準條款內任何規定皆不應構成借款人與法國巴黎銀行間之委任關係，法國巴黎銀行及其任何往來銀行、代理人、主管及受僱人對下列均不負責：(1)信用狀可能之使用或受益人因使用信用狀所為之行為或不行為；(2)文件所表彰貨物之存在、特性、品質、狀況、包裝、價值或交付；(3)文件所表彰貨物之特性、數量、狀況或價值與實際不符；(4)文件或其上之背書之效力、充分性或真實性，縱該文件之全部或部分事實上經證實全部或部分無效、不充分、虛偽或偽造時；(5)裝運之時間、地點、方式或裝運情狀；(6)部份裝運或不完全裝運或對信用狀所示貨物未為運送或短交；(7)保險之性質、適當、效力或真實性；(8)保險人之償債能力或責任或與保險有關之其他風險；(9)因運送人及 / 或與貨物或貨物運送有關之他人之違背指示、遲延、違約或詐欺；(10)簽發與貨物有關之文件之任何人之償債能力、責任或貨物之關係；(11)貨物或有關之任何文件之遲延到達或未到達；(12)到達通知或其他通知之遲延發出或未發出；(13)運送人或出賣人與受貨人或買受人間契約之違約情事；(14)匯票未引述或未適當引述有關之信用狀、或讓購匯票時未檢附文件、任何人未提出或



接受信用狀或未依信用狀規定將匯票與文件分開寄送，惟法國巴黎銀行亦得免除信用狀中之該等條款之要求；及(15)因郵寄、電報（無線或其他方式，不論有無押碼）傳送中所生之錯誤、殘缺、中斷或遲延。

Non-Liability. Nothing herein shall constitute a relationship of mandate between the Borrower and BNPP and neither BNPP nor any of BNPP's correspondents, agents, officers or employees shall be responsible for: (i) the use which may be made of the Credit or for any acts or omissions of the beneficiary(ies) in connection therewith; (ii) the existence, character, quality, condition, packing, value or delivery of the goods to be represented by documents; (iii) any difference in character, quantity, condition or value of the goods from that expressed in documents; (iv) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (v) the time, place, manner or order in which shipment is made; (vi) partial or incomplete shipment, or failure or omission to ship any or all of the goods referred to in the Credit; (vii) the character, adequacy, validity or genuineness of any insurance; (viii) the solvency or responsibility of any insurer or for any other risk connected with insurance; (ix) any deviation from instructions, delay, default or fraud by the shipper and/or any other(s) in connection with the goods; (x) delay in arrival, or failure to arrive, of either the goods or any of the documents relating thereto; (xi) delay in giving, or failure to give, notice of arrival or any other notice; (xii) any breach of contract between the shipper(s) or vendor(s) and the consignee(s) or buyer(s); (xiii) failure of any draft to bear any reference or adequate reference to the Credit, or failure of documents to accompany any draft at negotiation, or failure of any person to surrender or to take up the Credit or to send forward documents apart from drafts as required by the terms of the Credit, each of which provisions, contained in the Credit itself, may be waived by BNPP or (xv) errors, omissions, interruptions or delays in transmission or delivery of any messages whether by mail, cable, telegraph, wireless or otherwise whether or not coded.

法國巴黎銀行對其任何往來銀行或往來銀行之代理人、主管或受僱人之任何行為、錯誤、過失、違約、不行為、無償債能力或生意失敗，均不負責。前項任何情事之發生將不影響、損害或妨礙 法國巴黎銀行在本標準條款下所賦予之權利或權限。為加強（非限制）前述條款，借款人茲再同意法國巴黎銀行或其任何往來銀行、代理人、主管或受僱人因信用狀或有關之匯票、文件或資產所為或所承受之行為、不行為，如係基於誠信且符合法國巴黎銀行或其任何往來銀行認為應適用之法律、慣例或法規之規定者，對借款人均有拘束力，法國巴黎銀行及其任何往來銀行、代理人、主管或受僱人對借款人不負任何責任。

BNPP shall not be responsible for any act, error, neglect, default, omission, insolvency or failure in business of any of BNPP's correspondents, agents, officers or employees. The happening of any one or more of the contingencies referred to in the preceding paragraph shall not affect, impair or prevent the vesting of any of BNPP's rights or powers hereunder. In furtherance and extension, and not in limitation, of the specific provisions hereinbefore set forth the Borrower hereby further agrees that any action, inaction or omission taken or suffered by BNPP, or by any of BNPP's correspondents, agents, officers or employees, under or in connection with any Credit or the relative drafts, documents or property, if in good faith, and in conformity with laws, customs or regulations as BNPP, or any of BNPP's correspondents, may deem to be applicable thereto, shall be binding upon the Borrower and shall not place BNPP or any of BNPP's correspondents, agents, officers or employees under any resulting liability to the Borrower.

- (f) 貨物：本標準條款所稱之「貨物」係包括但不限於貨物及商品及其有關之文件、擔保金、訴訟權及其他形式之資產，不論不動產或動產或二者均有，及借款人與上述有關之任何權利或利益。

Goods. The word "goods" as used herein shall include, but shall not be limited to, goods and merchandise, as well as any and all documents relative thereto, security funds, causes of action and any and all other forms of property, whether real, personal or mixed and any right or interest of the Borrower therein or thereto.

- (g) 修改：借款人要求變更或修改下列事項，就變更或修改之信用狀，包括法國巴黎銀行或其任何往來銀行所為之任何相關行為，本標準條款對借用人具拘束力：(1)信用狀之金額或期間；(2)貨物裝運之時間或地點；(3)匯票、承兌或其他文件之簽發、讓購、提示、承兌或到期；及/或(4)信用狀之任何其他條款。

Modifications. In the event of any change or modification with respect to (i) the amount or duration of any Credit; (ii) the time or place of shipment of any goods; (iii) the drawing, negotiation, presentation, acceptance, or maturity of any drafts, acceptances or other documents or (iv) any of the other terms or provisions of any Credit, at the request of the Borrower, this Standard Terms shall be binding upon the Borrower in all respects with regard to such Credit as so changed or modified, inclusive of any action taken by the BNPP's correspondents relative thereto.

- (h) 遠期信用狀：除本標準條款及申請書規定之條款外，借款人同意下列有關遠期信用狀之額外條款：

Usance Credits. In addition to and not limited by the terms and conditions set out herein and in the Applications, the Borrower agrees to the following additional terms and conditions with respect to usance credits:

- (i) 授權：借款人茲此授權法國巴黎銀行及其往來銀行代借款人承兌任何與信用狀規定相符之匯票。



Authorization. BNPP and its correspondents are hereby authorized to accept drafts drawn in conformity with any Credit on behalf of the Borrower.

- (ii) 費用：借款人應依法國巴黎銀行隨時決定之費率按匯票票面金額支付自承兌日起至到期日止之遠期信用狀費用。

CHARGES. THE BORROWER SHALL PAY ALL USANCE FEES AT SUCH RATES AS BNPP SHALL FROM TIME TO TIME DETERMINE FROM THE DATE OF ACCEPTANCE TO DATE OF MATURITY ON THE FACE AMOUNT OF THE DRAFTS.

- (iii) 付款：借款人應於所承兌之匯票之到期日前一營業日依法國巴黎銀行要求之幣別將其票面金額存入法國巴黎銀行。

Settlement. The Borrower shall on the Business Day immediately prior to the maturity of any accepted draft, place with BNPP in such currency as BNPP may require the face amount thereof.

30. 通訊方式

Mode of Communications

各借款人不可撤回地且無條件地：

Each Borrower irrevocably and unconditionally:

- (a) 請求並授權法國巴黎銀行接受、信賴及依據以電話、傳真、電子郵件或任何其他電子方式傳送之任何通訊或指示行事；前提為，該等方式應為法國巴黎銀行依其裁量而可接受之方式，且法國巴黎銀行對於詢問該通訊或指示之真實性、完整性、真確性、正確性及有效性不負任何責任；

requests and authorises BNPP to accept, rely on and act in accordance with any communication or instruction by telephone, facsimile, electronic mail or any other electronic means to the extent such means are acceptable to BNPP in its discretion, without any obligation on the part of BNPP to enquire as to the genuineness, completeness, authenticity, correctness or validity thereof;

- (b) 確認如經電話、傳真、電子郵件或任何其他電子通訊方式傳送任何通訊或指示，係為不安全之通訊方式，且存在固有之網路及易遭侵犯的弱點；確認法國巴黎銀行對經該等方式傳輸之任何資訊、通訊或指示之安全性、完整性或整體性，不為任何聲明及擔保；確認法國巴黎銀行對使用該等通訊形式所造成之安全性或整體性之損失或保密義務之違反，不負任何責任；並確認經該等方式傳輸之任何通訊或指示可能不會由接收者所全部閱讀或執行，或不會由接收者及時閱讀或執行；及

acknowledges that the giving of any communication or instruction by telephone, facsimile, electronic mail or any other electronic means communication is an insecure means of communication and is exposed to inherent network and intrusion vulnerabilities, that BNPP makes no representations or warranties whatsoever as to the security, completeness or integrity of any information, communication or instruction transmitted via such means, that BNPP shall not be responsible for any loss of security or integrity or breach of confidentiality arising from the use of such form of communication, and further that any communication or instruction transmitted via such means may not be read or executed by the recipient at all or in a timely manner; and

- (c) 確認有關授信或授信文件，如就以電話、傳真、電子郵件或法國巴黎銀行所合理信賴之任何其他電子方式傳送之任何通訊或指示提出任何法律程序時，該等通訊或指示之正確性、效力、準認性、完整性、執行力、真實性及真確性，應對該借款人具有完全之拘束力、證據能力及終局性，且不得僅因該等通訊或指示以該等方式傳送或接收之理由而遭受影響或質疑。

confirms that in any legal proceedings brought in respect of any communication or instruction by telephone, facsimile, electronic mail or any other electronic means which is reasonably relied upon by BNPP in connection with the Facility or the Facility Documents, the correctness, validity, accuracy, completeness, enforceability, authenticity and genuineness of such communication or instruction shall be fully binding, admissible and conclusive upon such Borrower and shall not be affected or challenged merely on the ground that it is sent or received via such means.

31. 其他條款

Miscellaneous

於接受本條款及條件時，各借款人（為其自身並代表其他債務人）確認其或任何債務人並非法國巴黎銀行任何董事或員工之關係人，並承諾倘其或任何債務人成為該等關係人，將立即告知法國巴黎銀行。

By accepting these terms and conditions, each Borrower (for itself and on behalf of the other Obligors) acknowledges that neither it nor any of the Obligors is related to any of BNPP's directors or employees and undertakes to inform



BNPP immediately should it or any of the Obligors become so related.

32. **準據版本**

Prevailing version

授信函係以中文及英文簽署，且本標準條款亦以中文及英文撰擬。如中英文版本間有任何歧異，應以中文版本為準。

The Facility Letter is executed in and these Standard Terms are drawn up in both Chinese and English. In the event of any discrepancy between the Chinese and the English translation, the Chinese version shall prevail.

33. **存續條款**

Surviving provisions

縱使授信或其任何部分經清償、取消或終止，及 / 或一借款人與法國巴黎銀行間之一種或多種銀行客戶關係終止，第 8 條（付款）、第 13 條（成本與費用）至第 33 條（存續條款）（含）為法國巴黎銀行之利益應繼續有效且仍具有完整效力。

Clauses 8 (*Payments*) and 13 (*Costs and Expenses*) to 33 (*Surviving provisions*) inclusive, shall survive and continue in full force and effect for the benefit of BNPP notwithstanding the repayment, cancellation or termination of the Facility(ies) or any part thereof and/or the termination of one or more types of banker-customer relationships between a Borrower and BNPP.



SCHEDULE 1

附件 1 移轉證明之格式 FORM OF TRANSFER CERTIFICATE

收件人： 借款人 [] [及 []]
To: [] [and []] as Borrower(s)

寄件人： [] (下稱「法國巴黎銀行」) 及 [新放款人] (下稱「新放款人」)
From: [] (“BNPP”) and [the New Lender] (the “New Lender”)

日期：
Dated:

依於 [] 簽署之授信函 (下稱「授信函」) 提供之非承諾活期銀行授信
Uncommitted On-demand banking facilities provided pursuant to a Facility Letter dated [] (the “Facility Letter”)

1. 本證明係與授信函有關。授信函 (及標準條款及任何適用之其他交易條款，及其隨時修訂) 所使用之用語，於本證明應具有相同意義。
We refer to the Facility Letter. Terms used in the Facility Letter (and the Standard Terms and any applicable Other Trade Terms, as the same may be amended from time to time) shall have the same meaning in this certificate.
2. 法國巴黎銀行及新放款人同意法國巴黎銀行以更換新約之方式，並依第 21 條 (轉讓及移轉) 之規定，將法國巴黎銀行於授信文件下所有權利及義務移轉予新放款人。
BNPP and the New Lender agree to BNPP transferring to the New Lender by novation, and in accordance with Clause 21 (Assignment and Transfer), all of BNPP's rights and obligations under the Facility Documents.
3. 法國巴黎銀行茲將其於授信文件下或與授信文件有關以放款人身分所享有之所有權利 (且與依本證明所移轉之於授信文件下之權利及義務相符) 轉讓予新放款人，自移轉日起生效。
BNPP hereby assigns to the New Lender, with effect from the Transfer Date, all of the rights held by it (in its capacity as lender) under or in connection with the Facility Documents which corresponds with the rights and obligations under the Facility Documents transferred pursuant hereto.
4. 移轉日為 []。
The transfer date is [].
5. 新放款人明示確認，確定任何文件是否必要或任何手續或其他條款是否必須成就，以實行或履行本證明擬進行之移轉，或以使新放款人得以享有各授信文件之完整利益，係為新放款人之責任。
The New Lender expressly acknowledges that it is the responsibility of the New Lender to ascertain whether any document is required or any formality or other condition required to be satisfied to effect or perfect the transfer contemplated by this certificate or otherwise to enable the New Lender to enjoy the full benefit of each Facility Document.
6. 本證明得以多份複本簽署，各複本上之簽名猶如各當事人之簽名集中於同一份授信文件上簽名一般具有相同效力。
This certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this certificate.
7. 本證明之準據法為中華民國法律。
This certificate is governed by the laws of the R.O.C.
8. 本證明已於首揭日期簽署。
This certificate has been entered into on the date stated above.

[法國巴黎銀行]
[BNPP]

[新放款人]
[the New Lender]

簽名：
By:

簽名：
By:



註： 確定任何其他文件是否必要或任何手續或其他條款是否必須成就，以實行或履行本證明擬進行之移轉，或以使新放款人得以享有各授信文件之完整利益，係為新放款人之責任。

Note: *It is the New Lender's responsibility to ascertain whether any other document is required, or any formality or other condition is required to be satisfied, to effect or perfect the transfer contemplated in this certificate or to give the New Lender full enjoyment of all the Facility Documents.*