

To: HSBC Bank (Taiwan) Limited 滙豐 (台灣) 商業銀行股份有限公司

APPLICATION FOR IRREVOCABLE STANDBY DOCUMENTARY CREDIT/BANK GUARANTEE 開發不可撤銷擔保信用狀，銀行保證函申請書

 Mark x where applicable Subject to UCP600 Subject to ISP 98 URDG758 Others

If no mark is applicable, we will issue our Bank Guarantee subject to URDG758 and Irrevocable Standby Documentary Credit subject to ISP98.

Applicant/ Principal: (Name and address) 申請人		Bank Ref. 銀行編號
Account number 帳號	In case of query please call / and ask for 聯絡電話 聯絡人	Expiry date of the credit 有效期限
		Amount in figures 金額(小寫數字)
At the counter of HSBC Bank (Taiwan) Limited		
Date of this application 申請日	Date of issue 開狀日	Beneficiary (Name, address and phone / fax no.) 受益人 (名稱及其詳細地址)
Credit to be established by 開發方式 <input type="checkbox"/> full cable 詳細電報 <input type="checkbox"/> airmail 郵寄 (<input type="checkbox"/> with 附 / <input type="checkbox"/> without brief cable 不附短電)		
Advising bank 通知銀行		

Documents to be presented 應檢附單據如下：

 Draft(s) to be drawn at sight on HSBC Bank (Taiwan) Limited

受益人開發以 " HSBC Bank (Taiwan) Limited (滙豐 (台灣) 商業銀行股份有限公司) " 為付款人之即期匯票。

 Beneficiary's signed statement certifying that the amount drawn hereunder represents and covers the unpaid indebtedness and interest thereon due to beneficiary arising out of the beneficiary's granting general banking facilities to: _____

受益人所簽署之聲明書聲明提示金額為受益人授予 _____ 之融資額度內到期無法收回之債務及利息。

 Beneficiary's signed statement certifying that the applicant has failed to fulfill its obligation under contract no. _____ dated _____.

受益人簽署之聲明書聲明申請人未履行其合約 (合約號碼 _____ 日期 _____) 義務。

 Beneficiary's signed certificate certifying that Beneficiary has made shipment of the required goods and has supplied the required documents to the applicant and has not been paid at sight/within _____ days of the invoice date/shipment date/date of transport documents.

受益人簽署之聲明書聲明受益人已出貨且提供相關文件予申請人，但未如期於發票日期/出貨日期/運送文件所載日期之 _____ 日內收到貨款。

 As per enclosure 如附件：

 See below 如下： _____

Special condition 特別指示：

 Partial drawing 部份動支: allowed 許可 not allowed 不可

 All banking charges outside Taiwan are for account of 國外費用負擔為 beneficiary 受益人 applicant 申請人 (A/C NO. _____ - _____ - _____)

 Opening charges are for A/C of 開狀手續費 beneficiary 受益人 applicant 申請人 (A/C NO. _____ - _____ - _____)

 Confirmation instruction 保兌指示: require 需要 (charges are for account of 費用負擔為 beneficiary 受益人 applicant 申請人) not require 無需

We request you to issue your irrevocable standby letter of credit or bank guarantee for our account in accordance with the above instructions (marked with an X where appropriate) and subject to the conditions printed over leaf which form and integral part of this application

本公司茲此請求 貴行依背面所列條款開發不可撤銷擔保信用狀或銀行保證函，該等條款應構成本申請書之一部份。


 S.V.

(Stamp and) Signature of applicant 申請人簽章

Conditions 約定條款

- Except so far as otherwise expressly stated, this standby documentary credit/bank guarantee is subject to: 除另有規定者外, 本擔保信用狀/銀行保證函之開發係依:
 - Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No.600 and any subsequent revision. 國際商會第 600 號出版物“信用狀統一慣例 2007 年修訂本”, 以及任何嗣後修訂版本。
 - International Standby Practices ISP98. 國際擔保函慣例。
 - Uniform Rules for Demand Guarantee, International Chamber of Commerce Publication No.758 (2010 Revision) and any subsequent revision. 國際商會第 758 號出版物 (即付保函統一規則 2010 年修訂本), 以及任何嗣後修訂版本。
 - You are authorised to make any additions to the documents specified under this standby documentary credit/bank guarantee which you may consider necessary to ensure compliance with government regulations but you are not obliged to do so. 本公司授權 貴行得 (但無義務) 自行增列政府法規所定之任何單據於本擔保信用狀/銀行保證函條款中。
 - We certify that the import of the goods described above is not prohibited or restricted and that we hold and undertake to exhibit to you a valid import license where such license is required. 本公司茲此聲明本擔保信用狀/銀行保證函下所採購之商品係准予進口之貨物且持有輸入許可證, 並依 貴行所求隨時提示該證。
 - This standby documentary credit/ bank guarantee and the drawing(s) thereunder are to be subject to the terms of the General Loan, Export/Import Financing, Overdraft Facilities and Securities Agreement, the relevant facility letter and Counter-Indemnity given to you by us. 本擔保信用狀/銀行保證函及金額之動撥, 皆應遵循本公司所簽署予 貴行之「綜合貸款、進出口融資、透支款項與擔保約定書」、相關額度信及 Counter-Indemnity 規定為之。
 - Drafts may be drawn clausal “without recourse” if the drawers so require. 匯票得依受益人之請求簽發為無追索權匯票。
 - You are authorised at your sole discretion and without obligation to do so whenever you consider it advisable, customary or appropriate to waive/delete the following from the instructions contained on the first page (whether completed by me/us or not), namely: 本公司授權 貴行得自行決定但無義務視適當情形或依慣例免除/刪除下列指示:
“Draft(s) to be drawn at sight on HSBC Bank (Taiwan) Limited” 由受益人開發以“滙豐(台灣)商業銀行股份有限公司”為付款人之即期匯票”。
 - In the absence of any instructions to the contrary specified in “Additional Conditions” on the first page you are authorised to instruct any bank or branch concerned to dispatch any draft(s) any/or any documents by one or more mails or other method of conveyance at your sole discretion. 在無其他相反指示載明於「其他條款」, 本公司授權 貴行得自行決定指示任何相關銀行或分行將匯票及/或單據, 以一次或多次或其他便宜方式寄單。
 - We acknowledge that the right is reserved by you to refuse to grant the loan application to the applicant at the time of the presentation of documents under this standby documentary credit/bank guarantee. 當受益人依據本擔保信用狀/銀行保證函提示單據請求付款時, 貴行有權拒絕申請人之融資貸款之申請。
 - We are aware of the implications of Article 34 of UCP600 and acknowledge that where a bank claims to have paid/accepted (honoured)/negotiated under this Documentary Credit, its goods faith and the fact of payment/acceptance(honour)/negotiation thereof shall be presumed in the absence of evidence to the contrary. 本公司明白信用狀統一慣例第三十四條之含意, 且承諾當任何押匯銀行提示合乎信用狀條款之單據請求付款時, 對押匯銀行之善意及押匯之事實, 貴行不負認定義務或責任。
 - DCs advised through a member of HSBC Group will usually be restricted. 只要是經由滙豐集團所通知的信用狀/保證函通常都將限制在其通知銀行辦理押匯。
 - We agree that you may engage any third party including the offshore members of HSBC group to provide the services in this application or to process part or all of the transactions between you and us. We further agree that you may provide our and our counterparty’s information (including but not limited to basic information and transaction data) to such third party within the scope and for the purpose of such engagement, internal control/management and the prevention of financial crime. We shall advise and obtain the counterparties’ consent for your use of counterparties’ information in accordance with this article. 本公司同意貴行得委任任何包括滙豐集團境外成員在內之第三人, 提供本申請書之服務或處理雙方間一部或全部之交易。本公司進一步同意貴行得於委任、內部控制管理與防制金融犯罪之目的及範圍內, 提供本公司及交易相對人的資料(包括基本資料及交易資料)予該第三人, 本公司應告知並取得交易相對人之同意使 貴行得依本條規定使用交易相對人之資料
- ### 11. Sanction 制裁
- We make the following representations: 本公司茲向 貴行為下述聲明、擔保及承諾事項:
- neither we nor any of our subsidiaries, directors, officers, employees, agents, or affiliates is an individual or entity (“Person”) that is, or is owned or controlled by Persons that are: (i) the subject of any sanctions issued, administered or enforced by the US Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the US Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury, the Hong Kong Monetary Authority and the Ministry of Justice of Republic of China (collectively, “Sanctions”), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions; and, 本公司、本公司之子公司、董事、經理人、受僱人、代理人或關係企業等個人或團體(下稱「關係人」), (i) 均非屬美國財政部海外資產控制辦公室(OFAC)、美國國務院(Department of State)、聯合國安全理事會、歐盟、英國、香港金融管理局及中華民國法務部所發布、監管或執行之經濟制裁的對象或主體(下稱「受經濟制裁之人」), 或為受經濟制裁之人擁有或控制之人士或團體, (ii) 亦未座落、組織設立或居住於受經濟制裁, 或其政府受經濟制裁之國家或領域。
 - any required import or export licenses applicable to each Letter of Credit have been obtained and certifies its compliance in all material respects with foreign and domestic laws and regulations pertaining to each jurisdiction in which it operates and to each Letter of Credit it instructs the Bank to issue and the subject matter of such Letter of Credit including, if applicable, the shipment and financing of the goods described in the Letter of Credit. 已取得任一信用狀所需的進口/出口相關許可及核准, 並遵守所有應適用之境外或境內、其營業所在地、任一信用狀開狀銀行及信用狀相關事項(包含與信用狀所載貨物之運送或提供融資有關等)應適用之法律及規定。
We acknowledge and agree that: 本公司認知並同意如下:
 - you, HSBC Holdings plc, its affiliates and subsidiaries (together “HSBC Group”), and HSBC Group’s service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion; 貴行、滙豐控股有限公司、其關係企業及子公司(以下合稱「滙豐集團」)及滙豐集團之服務提供者, 應遵守各管轄領域之法律及規定, 包括但不限於制裁與防制洗錢、恐怖分子融資、賄賂、貪腐及逃稅等相關法令。
 - you may take, and may instruct other members of the HSBC Group to take, to the extent you or such member is legally permitted to do so under the laws of the relevant jurisdiction, any action (a “Compliance Action”) that you or any other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction; the making of further enquiries as to whether a person or entity is subject to any Sanctions; and the refusal to issue, pay, renew, extend or transfer a Letter of Credit or to process any transaction or instruction that does not conform with Sanctions; and 貴行得採取且得指示任一滙豐集團成員採取任何依其獨立判斷認為適當且符合其所屬管轄領域法律之行動(以下簡稱「金融犯罪風險管理活動」), 以遵守與制裁相關之境外或境內法律及規定。金融犯罪風險管理活動包括但不限於: 截取及調查任何付款、通訊或指示、詢問個人或機構是否受制裁機制拘束、拒絕為其簽發、付款、更新、展延或轉讓信用狀或拒絕執行任何不符制裁機制的交易或指示。
 - neither you nor any member of HSBC Group will be liable for any loss, damage, delay, or a failure of the Bank to perform its duties under this agreement arising out of or relating to any Compliance Action taken by you, your service providers, or any HSBC Group member in its sole discretion. 貴行或滙豐集團成員就因貴行、貴行之服務提供者、任何滙豐集團成員依其獨立判斷採取金融犯罪風險管理活動所致之任何損失、損害、遲延或未能履行本合約下之義務, 不負任何責任。
 - We will indemnify you for all losses, costs, damages, claims, actions, suits, demands and liabilities (together, the “Losses”) suffered or incurred by or brought against you arising out of or relating to any Compliance Action, unless such Losses are solely and directly caused by the gross negligence or willful misconduct of you. 本公司應賠償 貴行因金融犯罪風險管理活動所引起或與金融犯罪管理活動有關所致之任何損失、成本、損害、訴求、行動、訴訟、請求及責任(以下合稱「損失」), 惟因 貴行之故意或重大過失單獨且直接致生之損失不在此限。
- We undertake on demand to reimburse you in respect of all payments and to discharge all liabilities which you may make or incur for us at our request or on our behalf in connection with this standby documentary credit/ bank guarantee including (without prejudice to the generality of the foregoing) any liabilities you may incur as a result of your allowing and drawer and/or negotiating/confirming bank to obtain reimbursement before you have had the opportunity to inspect any documents in connection with this Credit and to pay interest from the date of the same having been made or incurred until repayment both before and after any demand made at the stipulated rate by you. 本公司同意一經 貴行要求, 立即支付予 貴行因本擔保信用狀/銀行保證函所產生之全部應付款項, 並免除 貴行依本公司請求或代表本公司而就本擔保信用狀/銀行保證函所生之責任, 包括 貴行對押匯銀行/保兌銀行/匯票持票人, 所支付的款項及該款項自支付至收到補償之間產生的利息, 其利率依 貴行訂定。
- You retain sole discretion on the application for extension of expiry date. You are under no obligation to extend and may elect to pay against a valid claim without our consent. 如本公司申請延長本擔保信用狀/銀行保證函之有效期限, 貴行有權自行決定但並無義務同意該等申請, 貴行亦得選擇依本擔保信用狀/銀行保證函予以支付而無需得到本公司同意。
- The Conditions are made in both Chinese and English. In case of any discrepancy between the Chinese and English versions, the English version shall prevail. 本約定條款以中文及英文作成, 如中、英文版有歧異, 以英文版為準。
- We agree you to provide the beneficiary’s formation (name, address and business phone number) stated in this application to you offshore affiliates within HSBC Group in order for you and/or HSBC Group to provide with us and our suppliers an integrated and value-added supply chain solution. 本公司同意 貴行得將本申請書所載之受益人資訊(名稱、地址及電話)提供予本行在其他地區運作之滙豐銀行集團成員, 以提供本公司及本公司之供應商整合性及加值性的貿易供應鏈解決方案。