



開發無跟單信用狀/保證函申請書

Application for Standby Letter of Credit/ Guarantee

致: 大眾銀行 國外部/ 國際金融業務分行 申請日期: 09 月 16 日 2009 西元年
 To: Ta Chong Bank Limited International Business Department/ (MM/DD/YYYY)
 Ta Chong Bank Limited Offshore Banking Unit

We hereby request you to open the irrevocable credit as follows: (Hereinafter called the "credit") Total Pages : _____

請填寫信用狀基本資料

1 Basic Information 基本資料	
<input checked="" type="checkbox"/> Detail Cable 全電 <input type="checkbox"/> Airmail 郵寄	DATE OF ISSUE (開狀日) 2009/09/16
Confirmation instruction: <input type="checkbox"/> require <input checked="" type="checkbox"/> not require	L/C NO/ GUARANTEE NO (由銀行填寫)
<input checked="" type="checkbox"/> Debt Guarantee 借款保證 <input type="checkbox"/> Performance Bond 履約保證 <input type="checkbox"/> Bid Bond or Others 押標金或其他保證	EXPIRY DATE (有效期限) at Our Counter 03 月 15 日 2010 西元年(MM/DD/YYYY)
IN FAVOR OF (BENEFICIARY) (受益人名稱 及地址) OVERSEA-CHINESE BANKING CORPORATION SINGAPORE SWIFT CODE :OCBCSGSG	FOR ACCOUNT OF (APPLICANT) (申請人名稱及地址) XYZ CO., LTD. NO. 123 RUEIGUANG ROAD, NEIHU DISTRICT ,TAIPEI, TAIWAN 114 R.O.C.
ADVISING BANK (通知銀行) (If this space is left blank, T.C .bank will have the option to choose the correspondent bank) 如留白,大眾銀行會為您代選通知銀行 OVERSEA-CHINESE BANKING CORPORATION SINGAPORE SWIFT CODE :OCBCSGSG	LC AMOUNT (小寫金額) USD1,000,000.00 (大寫金額) US DOLLARS ONE MILLION ONLY

請勾選或填寫需提示的文件、指示

2 Documents Required 請勾選所需提示文件	
Documents to be presented 應檢附單據如下:	
<input checked="" type="checkbox"/> Available by negotiation of beneficiary's draft at sight drawn on TA CHONG BANK LTD. <input type="checkbox"/> Accompanied by beneficiary's statement certifying that the applicant has failed to fulfill its obligation under contract no. _____	
<input checked="" type="checkbox"/> As per enclosure <input type="checkbox"/> Others : _____	有附件或浮貼時, 需有權人於騎縫處簽章
Special Instruction 特別指示:	
All banking charges outside issuing bank	<input type="checkbox"/> beneficiary <input checked="" type="checkbox"/> applicant
Confirmation charges	<input type="checkbox"/> beneficiary <input type="checkbox"/> applicant
Partial drawing	<input checked="" type="checkbox"/> allowed <input type="checkbox"/> not allowed

By signing this Application, we acknowledge that we have received, understood and agreed to the terms and conditions, of all documents/ materials of the Bank that may be applicable to the transactions contemplated herein, including but not limited to the Bank's standard applications for the relevant transactions and the indemnity for Banking Transactions.
 申請人茲此簽署本申請書, 並確認申請人確已收到, 了解並同意與本交易相關一切之文件及資料 (包括但不限於實行標準申請書及切結書) 下之條款。

以下由本行填寫:	聯絡人姓名: 李明
匯率(承作): _____ 成本: _____	Tel電話: 02-87654321 Fax 傳真: 02-32101234
手續費: _____ 費率: _____	開發擔保信用狀/保證函之有權人簽章/ 授信印鑑
郵電費: _____	
付款方式: _____	
Authorized Signature(s) 有權人簽章	

For Bank Use	業務專員	業務助理員	覆核 (外匯主管)	核 印

“請注意:申請書或內容若有塗改或有附件時, 需有權人於塗改處及騎縫處簽章。
 本申請書請正反兩面印刷, 若一式多張, 需加蓋騎縫章。”

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3 Confirmation 確認書

We confirm that this application is submitted pursuant to, and the transactions contemplated hereby shall be governed by, the terms and conditions of that certain General Agreement for Banking transactions and that certain Agreement for Letters of Credit (collectively, the General Agreements) Each entered into between us and you. The General Agreements are incorporated herein by reference and made a part hereof. In addition, I/We (jointly and severally) hereby:

1. Direct, authorize and empower Ta Chong Bank to issue the credit on such terms and conditions and in such form as you may deem fit.
2. Agree and undertake to reimburse you for any and all amounts paid by you under or in connections with the credit pursuant to its terms, regardless of the validity, enforceability or genuineness of the claims of the person(s) in whose favour the credit issued.
3. Agree and undertake that upon demand by you, immediately provide cash (or such other collateral satisfactory to you) in an amount determined by you to be sufficient to cover all of your obligations and liabilities under and in connection with the credit.
4. In case of Standby Letter of Credit, it is agreed and understood that, this Standby Letter of Credit is subject to "The international Standby Practices"(ISP98), International Chamber of Commerce Publication NO. 590 or the Uniform Customs and Practice for Documentary Credits' (2007 Revision), ICC Publication NO. 600, and any duly issued modification, interpretation or clarification thereof, including for avoidance of doubt, the Decision dated 6 April 1998 issued by the ICC regarding "The impact of the European single currency (euro) on monetary obligations related to transactions involving ICC Rules". For matters not addressed by the UCP or the ISP, each Credit shall be subject to and governed by the laws of the Republic of China. If, at Applicant request, a Credit expressly chooses a state or country law other than the Republic of China, or is silent with respect to UCP, ISP or governing law, Ta Chong Bank shall not be liable for any payment, cost, expense or loss resulting from any action or inaction taken by Ta Chong Bank if such action or inaction is justified under UCP, ISP, the Republic of China law or the law governing the Credit.
5. 申請人茲此明示同意, 即便保證書上有保證金額依契約規定遞減或期限依契約規定提前終止等之規定, 不論未來相關契約是否有任何遞減或提前終止之情形, 貴行並無審核該等契約內容之義務, 貴行仍得逕以受益人書面請求之金額為給付, 本公司仍應負全責。