

安泰商業銀行

EnTie Commercial Bank

動撥申請書

(外幣)

動撥申請書（外幣）

Application for Drawdown (Foreign Currency)

借款人(下稱立約人)茲因週轉需要，依據前向 貴行簽立之額度書，請 貴行於該契約額度內依下列各條款約定撥款存入(戶名) _____ 在 _____ 銀行 _____ 分行 / 部 _____ 存款第 _____ 號帳戶，或逕行支付借款人申請 貴行開發信用狀項下之匯票票據(或得請求付款之文件)金額，或全數清償借款人於 _____ 年 _____ 月 _____ 日到期之債務。如本借款債務不履行時，上開舊債務仍不消滅。並同意對 貴行之撥款，以本申請書作為借款人向 貴行借款之憑證。

For the need of financing the working capital, the Borrower (hereinafter referred to as the "Party") hereby requests the Bank in accordance with the previously signed Facility Letter and the terms as stated below, to disburse the amount to the Party's account at _____ bank _____ branch in _____ account number _____, or pay to the Borrower an amount in accordance with a previously issued drafts under Letter of Credit (or other documents for payment), or fully settle Borrower's due and payable obligations as of yyyy/mm/dd. In the event that the obligations are not performed, the aforementioned obligations will remain unsatisfied. The Party also agrees that this application shall be an official evidence of the loan granted by the Bank.

一、撥款(即借款)金額 _____ 幣 _____ 元整

Drawdown (also "Loan") amount (currency)\$ _____.

二、借款利息按下列方式 按月 按 _____ 個月計付，且借款人須另外負擔利息費用相關之營業稅及印花稅(目前合計為 5.4%，其中營業稅應包括營業稅法明訂之銀行營業稅及目的事業主管機關規定提列之金額)：

Loan interest shall be calculated monthly _____ months as follows, **and the Party needs to pay extra interest expense-related business tax and stamp tax (current rate at 5.4% in total, amid the business tax shall include the Bank's business tax which stipulated in Business Tax law, and the amount to be provided per regulation of competent authority):**

(一) 按 貴行公告之 _____ 幣「牌告利率」加/減年率 _____ % (借款日之稅後年率為 _____ %) 計付，並於 貴行調整「牌告利率」時，自調整日起，改按調整後之「牌告利率」加計原約定之加/減碼年率調整計付。**惟借款利息不得低於年息 _____ % 計算。** Calculated in accordance with the Bank's "Posted Rates" for _____ currency plus/minus _____ % per annum (at _____ % per annum on the date of Drawdown after tax). If adjustments are made to the "Posted Rates", from the date of the adjustment, the loan interest shall be calculated by the adjusted "Posted Rates" plus/minus the agreed interest rate per annum. Under no circumstance, the interest rate shall not be less than at _____ % per annum.

(二) 按年率固定 _____ % 計付 (借款日之稅後年率為 _____ %)。Fixed rate at _____ % per annum (at _____ % per annum on the date of Drawdown after tax).

(三) 依 _____ 個月 SIBOR LIBOR 利率加年率 _____ % 計算(借款日之稅後年率為 _____ %)。Calculated by _____ months of SIBOR LIBOR plus _____ % per annum (at _____ % per annum on the date of Drawdown after tax).

(四) 其他約定：
Others:

三、借款期間自民國 年 月 日起至民國 年 月 日止並依下列方式清償。

The loan period shall be from yyyy/mm/dd to yyyy/mm/dd and the settlement must comply with the terms as follows:

(一) 到期即將借款本金及應付之款項一併清償

Loan principal and other payments that are due and payable shall be settled simultaneously.

(二) 自借款日起，以一個月為一期共分 期，自第一期起，本金按月平均攤還，利息按當時借款餘額計算。

From the date of drawdown, the repayment of the loan principal could be repaid by _____ installments of which term for each installment is one month. From the first installment, the principal shall be amortized by monthly in average. The interest shall be calculated in accordance with the then current outstanding amount of the loan.

(三) 其他約定：

Others:

四、特別條款詳如背面約定書所載。本申請書為與 貴行簽訂之「安泰商業銀行銀行往來總約定書」之一部份，特別條款優於「安泰商業銀行銀行往來總約定書」之一般條款。

The special provisions shall be referred to on the reverse side of this Agreement. The Application shall constitute part of the “EnTie Commercial Bank General Agreement for Banking Transactions” and the special provisions herein shall prevail over the general provisions of the “EnTie Commercial Bank General Agreement for Banking Transactions” in case of discrepancies.

此 致

安泰商業銀行

TO: EnTie Commercial Bank

借款人：(公司大小章)

Borrower

住址：

Address:

中 華 民 國 年 月 日

Date:

核准日期	年 月 日	備償專戶	
核准號碼			
貸放序號		電話號碼	
貸放科目			

※ (擔保)放款 外銷貸款
 進口融資 出口融資 外幣專用

主		經	
管		辦	

約定書

Agreement

特別條款

Special Terms and Conditions

一、外銷貸款

Export Loans

借款人(以下簡稱「立約人」)申請外銷貸款(以下簡稱本借款)時，願遵守下列約定：

Borrower (hereinafter referred to as Party) shall abide by the following provisions when applying for the export finance (hereinafter to as “Export Loans”):

- (一) 貴行得要求立約人另檢附經 貴行認可之出口信用狀，或出口託收文件，或國外訂單，或輸出契約，或國內貿易商採購外銷產品之訂單或契約，或合作外銷或接受委託加工外銷之合約等書件，並由 貴行憑該等書件逕行決定撥放之金額。

Bank may request the Party to provide documents acceptable to the Bank, such as export L/C, export collection documents, overseas purchase order, export contracts, orders or contracts in connection with purchases of export products by domestic trader, joint exports or subcontracts or other documents, and the Bank has sole discretion to determine the amount of Export Loans based upon the documents provided by the Party.

- (二) 立約人聲明：

The Party warrants:

1. 立約人如另檢附出口信用狀或出口託收文件申請動用借款者，應將上開信用狀所有出口結匯或出口託收手續，經由 貴行辦理，且同意以委由 貴行辦理出口結匯、出口託收或其他出口所得之款項，優先償還本借款之本息，包括但不限於利息、遲延利息、違約金、損害賠償金、手續費暨各項費用。

If the Party utilizes the Export Loans with export L/C or other export collection documentation attached thereto, any export negotiation or collection under the L/C shall be handled by the Bank. The Party agrees that funds obtained from the above procedures handled by the Bank shall be disbursed to first repay the principal and interest of the Export Loans, including but not limited to interests, deferred interests, penalties, damage compensations, handling fees, and other expenses.

2. 立約人如另檢附國外訂單或輸出契約申請動用借款者，同意在接到該訂單、契約項下信用狀或備妥出口託收文件時，將該等文件立即交付 貴行，並在本借款期限內向 貴行辦理出口押匯、出口託收或其他結匯手續，並同意以其出口所得之款項優先償還本借款之本息，包括但不限於利息、遲延利息、違約金、損害賠償金、手續費暨各項費用。

If the Party utilizes the Export Loans with overseas purchase order or export contract attached thereto, the Party agrees to transfer the overseas purchase order, L/C or export collection documentation upon receipt of such documents or once such document has been prepared, the Party will also, within the Export Loans period, apply for export negotiation, collection or other export procedures to the Bank, and any funds obtained from the above processes handled by the Bank shall be disbursed to first repay the principal and interest of the Export Loans, including but not limited to interests, deferred interests, penalties, damage compensations, handling fees, and other expenses.

3. 立約人如另附國內貿易商採購外銷產品之訂單或契約，或合作外銷或接受委託加工外銷之合約等文件申請動用借款者，貴行得要求立約人提出與上開文件國內付款方簽訂將所應支付之貸款直接支付予貴行之承諾書，立約人並同意應以該款項優先償還本借款之本息，包括但不限於利息、遲延利息、違約金、損害賠償金、手續費暨各項費用。

If the Party utilizes the Export Loans with the orders or contracts in connection with purchasing the export products by domestic traders, joint exports or subcontracts attached thereto, the Bank may request the Party to issue a letter of undertaking, stating that the Party will enter into an agreement with the domestic payer of the abovementioned orders or contracts to have the payables paid directly to the Bank to repay first the principal and interest of the Export Loans, including but not limited to interests, deferred interests, penalties, damage compensations, handling fees, and other expenses.

4. 立約人未另檢附出口信用狀、出口託收文件、訂單、契約、合約等文件申請動用借款者，同意在借款期限內以在貴行辦理出口押匯、出口託收或其他出口所得之款項優先償還本借款之本息，包括但不限於利息、遲延利息、違約金、損害賠償金、手續費暨各項費用。

If the Party utilizes the Export Loans without providing the export L/C, outward collection, purchase order, contract or other similar documents, the Party agrees that the funds obtained from bill purchase, export settlement of exchange, outward collection or other export procedures handled by the Bank shall be disbursed to first repay the principal and interest of the Export Loans, including but not limited to interests, deferred interests, penalties, damage compensations, handling fees, and other expenses.

二、承兌交單 (D/A)、付款交單 (D/P)、記帳 (O/A) 進口融資：

D/A, D/P, O/A Import Finance (hereinafter to as "Import Loans"):

- (一) 立約人進口物資以進口託收方式進口時經貴行同意得在約定額度內向貴行申請擔保提貨或副提單背書，每次動用時應檢具擔保提貨或副提單背書申請書暨貴行要求之有關契據文件。立約人及連帶保證人均承認依每筆申請書內容暨有關契據文件金額及約定事項，對貴行所負之損害賠償責任至國外單據寄達貴行由立約人辦妥票據承兌或付款為止。

When the Party imports goods by import collection, the Party may apply to the Bank for a delivery against letter of guarantee or bill of lading endorsement within the approved credit limit of the Import Loans. The Party shall provide the application form for delivery against letter of guarantee or bill of lading endorsement, and any other deeds or documents requested by the Bank if the Party utilizes the Import Loans. The Party and the guarantor(s) who is/are jointly and severally liable for the obligations with Party (including singular or plural, hereinafter collectively referred to as the "Guarantor") acknowledge and undertake that the indemnification obligations for all damages in accordance with each application form and amounts and conditions under relevant documents shall be discharged until the Bank receives the abroad documents and the Party completes the procedures of acceptance or payment of bill.

- (二) 立約人如欲借貸外幣償付國外進口託收款時，應經貴行同意後另簽具借款本票交付

貴行收執。若為外幣借款者，屆期應按償還當日 貴行掛牌賣出匯率折付新臺幣結匯或以外匯清償。若為新臺幣借款，其融資期限、償還方式、利息、遲延利息、違約金等悉依另簽具「動撥申請書(新臺幣)」所載方式及其他 貴行貸款有關規定辦理。

In the event that Party utilizes the Import Loans in the currency other than New Taiwan Dollars (hereinafter referred to as the "Foreign Currency Import Loans") for repaying the import collection, the Party shall first receive the approval from the Bank and duly signs and delivers a promissory note to be held by the Bank for security. If the Party utilizes the foreign currency Import Loans, the Party shall pay the sum due in the currency in which the Foreign Currency Loan utilized by the Party. In the event the Party places any currency with Bank for purposes of acquiring any other currency with which to make payment hereunder, such placement shall not constitute payment for purposes of calculation between the time of placement and time of conversion. All calculations of applicable currency exchange rates shall be the rate of the Bank's foreign exchange selling rate posted on the date of repayment. If the Party utilizes the Import Loans in New Taiwan Loans, the loan period, repayment terms, interest, default interest or penalty shall be fully prescribed in a duly signed "Application for Drawdown(NTD)" and other relevant rules of the Bank.

- (三) 貴行應立約人之申請而簽署之信用狀項下或進口託收項下之擔保提貨書或副提單背書，其上所列之貨品、規格、單價、總金額及提貨條件與嗣後寄達之貨運單據所載不符時，立約人及連帶保證人均願按寄達 貴行之貨運單據所列條件負責辦理補繳餘款、可轉讓票據承兌、付款及其他一切手續費。倘因 貴行簽署之單據與寄達之單據內容不符而致 貴行遭受任何損失時，立約人及連帶保證人願負一切賠償之責。該擔保提貨或副提單背書申請書所載內容視同本約定書之附件，立約人及連帶保證人均願遵守。

If the delivery against letter of guarantee or bill of lading endorsement issued by the Bank upon the Party's application under the L/C or import collection documents contains different goods, specification, unit price, sum total or delivery terms from the shipping documents arrived later, the Party and the Guarantor shall be responsible for compensation of paying off the balance, acceptance of the negotiable instrument, payment and other handling fee occurred in accordance with the conditions of received shipping documents. In the event that any damages sustained by the Bank resulting from discrepancies between the documents issued by the Bank and the shipping documents received by the Bank, the Party and the Guarantor shall be responsible for such damages. The delivery against letter of guarantee or bill of lading endorsement shall constitute a part of this Agreement by which the Party and the Guarantor must abide by.

- (四) 立約人願遵守國際商會所頒訂之「託收統一規則」各條款，並視其為本約定書之一部分。

Party agrees to abide by the Uniform Rules for Collection as published by the International Chamber of Commerce, and such rules shall constitute the part of this Agreement.

三、承兌交單 (D/A)、付款交單 (D/P)、記帳 (O/A) 出口融資：

D/A, D/P, O/A Export Loan:

(一) 立約人向 貴行申請承兌交單 (D/A)、付款交單 (D/P)、記帳 (O/A) 出口融資時，應憑承兌交單 (D/A)、付款交單 (D/P)、記帳 (O/A) 有關單據，並將正本交存 貴行，於墊款期限內委由 貴行辦理出口託收之外銷所得清償各筆墊款及其他債務，又倘墊款期限內，國外進口商拒絕付款或承兌時，立約人同意一經 貴行通知應即清償。When Party applies for D/A, D/P, or D/A Export Loans to the Bank, the original documents of the D/A, D/P, or O/A shall be kept by the Bank and the Party agrees that any funds obtained from the export collection handled by the Bank shall be disbursed to repay the advanced amount or other obligations under the Export Loans. Within the advance period under the Export Loans, where foreign importer denies the payment or acceptance, the Party shall immediately repay all advanced amount or other obligations under the Export Loans upon notice by the Bank.

(二) 立約人聲明將有關貨物、單據及貨款請求權轉讓與 貴行作為立約人因辦理承兌交單 (D/A)、付款交單 (D/P)、記帳 (O/A) 出口融資對 貴行所負之墊款債務、票據債務及包括但不限於利息、遲延利息、違約金、損害賠償金、手續費暨各項費用等一切債務之擔保。

The Party represents and warrants that it will transfer all rights of claim of goods, invoice, and funds to Bank as security for all obligations in relation to D/A, D/P or O/A under the Export **Loan**. Including but not limited to interests, deferred interests, penalties, damage compensations, handling fees, and other expenses.

(三) 立約人同意 貴行得辦理出口貨品/擔保品之卸貨、報關、存倉、保險等之任何必要措施，有關費用均由立約人負擔，及以 貴行認為適當之方法處分擔保品，以所得價款，扣除一切費用及佣金後抵償 貴行債權。

The Party agrees that the Bank can take any necessary measures in respect to unloading, customs, storage, insurance of export goods or collateral. All fees thereof shall be borne by the Party. The Bank may dispose of or realize the rights over the collateral in its sole discretion and the funds obtained from such disposal or realization shall be disbursed to repay all obligations owed to the Bank after deducting all fees or commissions.

(四) 立約人願遵守國際商會所頒訂之「託收統一規則」各條款，並視其為本約定書之一部分。

The Party agrees to abide by the Uniform Rules for Collection published by the International Chamber of Commerce, and such publication shall constitute part of this Agreement.

四、遲延利息、違約金之計算依安泰商業銀行銀行往來總約定書之規定。

The calculation of the default interests and penalties is according to the Entie Commercial Bank General Agreement for Banking Transactions.

