

# 開發擔保信用狀 / 保證函申請書

APPLICATION FOR STANDBY LETTER OF CREDIT / BANK GUARANTEE

申請日期：

受理單位： 分行

## 第一商業銀行 台照

TO: FIRST COMMERCIAL BANK

擔保信用狀/保證函號碼 STANDBY/ GUARANTEE NO.	日期 DATE
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茲請貴行依下列條款開發不可撤銷擔保信用狀/保證函一份 IWE HEREBY REQUEST YOU TO ISSUE AN IRREVOCABLE STANDBY LETTER OF CREDIT / BANK GUARANTEE UPON THE FOLLOWING TERMS AND CONDITIONS

透過...通知 TO BE ADVISED BY  
 航郵 AIRMAIL  全電 FULL CABLE  
 有效日期及地點 EXPIRY DATE AND PLACE

申請人 APPLICANT(英文名稱及地址)

通知銀行 ADVISING BANK：(尚未指定，則由銀行填寫)

受益人 BENEFICIARY(英文名稱及地址)

擔保信用狀/保證函金額(小寫)：  
AMOUNT SAY(大寫)：

擔保信用狀/保證函種類 TYPE OF STANDBY LETTER OF CREDIT / BANK GUARANTEE

投標(押標金)保證 TENDER STANDBY /GUARANTEE  
 履約保證 PERFORMANCE STANDBY /GUARANTEE  
 預付款保證 ADVANCE PAYMENT STANDBY /GUARANTEE  
 借款(融資)保證 FINANCIAL STANDBY /GUARANTEE  
 保留款保證 RETENTION MONEY STANDBY /GUARANTEE  
 保固保證 WARRANTY STANDBY /GUARANTEE  
 其他保證 OTHERS：

擔保信用狀/保證函詳細內容 DETAILS OF STANDBY/GUARANTEE

申請人 APPLICANT：  
 地址 ADDRESS：  
 電話 TEL：  
 日期 DATE：

簽章 SIGNATURE OF APPLICANT(原留印鑑)

註：本申請書如有加頁、跨頁、浮貼及修改，騎縫處及修改處請加蓋原留印鑑

外匯作業部/外匯指定單位(發電單位)				
經理	副理	核對	打字	經辦

受理單位：_____分行		
經理	副理	經辦/核印

## 約定事項 TERMS

上項開發擔保信用狀/保證函之申請倘蒙 貴行核准，申請人自願確切遵守下列各條款：

IN CONSIDERATION OF YOUR GRANTING ABOVE REQUEST, I/WE HEREBY BIND MYSELF/OURSELVES DULY TO COMPLY THE FOLLOWING TERMS:

一、貴行為達成申請人之指示，得逕予指定另一銀行或金融機構為本擔保信用狀/保證函項下匯票及/或其他請款文件及有關各項應付款項之付款人，或利用另一銀行或金融機構之服務，如此辦理之費用及風險，均歸申請人負擔。

YOU ARE AUTHORIZED TO NOMINATE ANOTHER BANK OR FINANCIAL INSTITUTION TO HONOR OR TO PAY AGAINST A DRAFT AND/OR DOCUMENTS OR ALL THE SUMS THAT MAY BE DUE ON SAID DRAFT AND/OR DOCUMENTS, OR TO UTILIZE THEIR SERVICES FOR THE PURPOSE OF GIVING EFFECT TO THE INSTRUCTIONS OF THE APPLICANT FOR THE CREDIT, DO SO FOR THE ACCOUNT AND AT THE RISK OF THE LATTER.

二、關於本擔保信用狀/保證函項下之匯票及/或其他請款文件等，如經貴行或貴行之代理行認為在表面上尚屬符合貴行依本申請書所開發之擔保信用狀/保證函條款之規定者，申請人願按期照付。

I/WE HEREBY BIND MYSELF/OURSELVES DULY TO PAY AT YOUR OFFICES AT MATURITY UNDER THIS DOCUMENTARY STANDBY LETTER OF CREDIT/BANK GUARANTEE, IF THE DRAFTS AND/OR DOCUMENTS APPEAR IN THE DISCRETION OF YOURSELVES OR YOUR AGENTS TO BE CORRECT ON THEIR FACE.

三、上項匯票或其他請款文件等，縱或在事後證實其為非真實或屬偽造或有其他瑕疵，概與貴行及代理行無涉，仍應由申請人照付。

I/WE AGREE TO DULY ACCEPT AND PAY SUCH DRAFTS, OR DOCUMENTS EVEN IF SUCH DRAFTS AND/OR DOCUMENTS SHOULD IN FACT PROVE TO BE INCORRECT, FORGED OR OTHERWISE DEFECTIVE, IN WHICH CASE NO RESPONSIBILITY SHALL REST WITH YOU, AND YOUR AGENTS.

四、本擔保信用狀/保證函之傳遞錯誤、或延遲、或其解釋上之錯誤、及關於上述單據所載貨物、或貨物之品質或數量或價值等之有全部或一部份 滅失及或遲遞或因未經抵達交貨地、以及貨物無論因在海面上或陸上運輸中或運抵後未經保險或保額不足或因承辦商或任何第三者之阻滯或扣留及其他因素等各情，以致喪失或損害時，均與貴行或貴行之代理行無涉，且在以上任何情形之下仍應由申請人照付。

I/WE FURTHER AGREE THAT YOU OR YOUR AGENTS ARE NOT RESPONSIBLE FOR ANY ERRORS OR DELAYS IN TRANSMISSION OR INTERPRETATION OF THIS STANDBY LETTER OF CREDIT/BANK GUARANTEE OR FOR THE LOSS OR NON-ARRIVAL OF PART OR OF ALL THE AFORESAID DOCUMENTS, OR THE QUALITY, QUANTITY OR VALUE OF THE MERCHANDISE REPRESENTED BY SAME, OR FOR ANY LOSS OR DAMAGE WHICH MAY HAPPEN TO SAID MERCHANDISE, WHETHER DURING ITS TRANSIT BY SEA OR LAND OR AFTER ITS ARRIVAL OR BY REASON OF THE NON-INSURANCE OR INSUFFICIENT INSURANCE THEREOF OR BY WHATEVER CAUSE OR FOR THE STOPPAGE, OR DETENTION THERE OF BY THE SHIPPER OR ANY PARTY WHOMSOEVER, ENGAGING MYSELF/OURSELVES DULY TO ACCEPT AND PAY IN ALL LIKE INSTANCES.

五、與上述匯票及/或其他請款文件及有關之各項應付款項，以及申請人對貴行不論其現已發生、或日後發生已經到期或尚未到期之其他債務，在未清償以前，貴行得就本擔保信用狀/保證函項下所購運之貨物、單據及賣得價金視同為自己所有，並應連同申請人所有其他財產：包括存在貴行及分支機構、或貴行所管轄範圍內之保證金、存款餘額等，均任憑貴行移作上述各種債務之共同擔保，以備清償各種債務之用。

I/WE FURTHER AGREE THAT THE TITLE TO ALL PROPERTY WHICH SHALL BE PURCHASED AND/OR SHIPPED UNDER THIS STANDBY LETTER OF CREDIT / BANK GUARANTEE THE DOCUMENTS RELATING THERETO AND THE WHOLE OF THE PROCEEDS THEREOF, SHALL BE AND REMAIN IN YOU UNTIL THE PAYMENT OF THE DRAFTS AND /OR DOCUMENTS OR OF ALL SUMS THAT MAY BE DUE ON SAID DRAFTS AND/OR DOCUMENTS OR OTHERWISE AND UNTIL THE PAYMENT OF ANY ALL OTHER INDEBTEDNESS AND LIABILITY, NOW OR HEREAFTER CREATED OR INCURRED BY ME/US TO YOU DUE OR NOT DUE, IT BEING UNDERSTOOD THAT SAID DOCUMENTS AND THE MERCHANDISE REPRESENTED THERE BY AND ALL MY/OUR OTHER PROPERTY INCLUDING SECURITIES AND DEPOSIT BALANCES WHICH MAY NOW OR HERE AFTER BE IN YOU OR YOUR BRANCHES POSSESSION OR OTHERWISE SUBJECT TO YOUR CONTROL SHALL BE DEEMED TO BE COLLATERAL SECURITY FOR THE PAYMENT OF ALL THE ABOVE-SAID DEBTS.

六、如上述匯票及/或其他請款文件到期而申請人不能照付時、或貴行因保障本身權益認為必要時，貴行得不經通知而有權決定將上述財產（包括貨物在內）以公開或其他方式自由變賣，就賣得價金扣除費用後抵償貴行借墊各款，毋須另行通知申請人。

I/WE HEREBY AUTHORIZE YOU TO DISPOSE OF THE AFOREMENTIONED PROPERTY BY PUBLIC OR PRIVATE SALE AT YOUR DISCRETION WITHOUT NOTICE ME/US WHENEVER I/WE SHALL FAIL TO ACCEPT OR PAY THE SAID DRAFTS AND/OR DOCUMENTS ON DUE DATES OR WHENEVER IN YOUR DISCRETION, IT IS DEEMED NECESSARY FOR THE PROTECTION OF YOURSELVES AND AFTER DEDUCTING ALL YOUR EXPENSES TO REIMBURSE YOURSELVES OUT OF THE PROCEEDS.

七、本擔保信用狀/保證函如經展期或重開，及修改任何條件，申請人對於以上各款絕對遵守，不因展期、重開或條件之修改而發生任何異議。

IN CASE OF EXTENSION OR RENEWAL OF THIS STANDBY LETTER OF CREDIT / BANK GUARANTEE OR MODIFICATION OF ANY KIND IN ITS TERMS, I/WE AGREE TO BE BOUND FOR THE FULL TERM OF SUCH EXTENSION OR RENEWAL, AND NOTWITHSTANDING ANY SUCH MODIFICATION.

八、本申請書之簽署人如為二人或二人以上時，對於本申請書所列各項條款，自當共同連帶及個別負其全部責任，並負責向貴行辦理一切結匯手續。

IN CASE THIS REQUEST IS SIGNED BY TWO OR MORE, ALL PROMISES OR AGREEMENTS MADE HEREUNDER SHALL BE JOINT AT SEVERAL, I/WE HEREWITH BIND MYSELF/OURSELVES TO SETTLE EXCHANGE ON DRAFTS DRAWN UNDER THIS DOCUMENTARY CREDIT WITH YOUR GOODSELVES.

九、除另有約定外，關於本擔保信用狀/保證函項下，申請人對貴行所負一切義務，如有下列情形之一者，貴行得以合理期間通知申請人後，暫停申請人各項業務關係與交易，且限制申請人不得繼續動用授信額度，或減少授信額度或縮短借款期限，或視為全部或部分到期、或逕行銷戶，終止各項業務關係：

(一)貴行為控管洗錢及打擊資恐風險、執行洗錢防制作業及配合全球打擊犯罪之目的，於開辦後之各項交易及執行定期或不定期審查作業時，得請申請人提供必要之個人、公司、實質受益人、高階管理人或對申請人行使控制權之人等資料與交易性質、目的、資金來源之說明；而申請人拒絕提供前開必要之資料時。

(二)貴行研判申請人所有之帳戶有涉及非法活動、疑似洗錢、資恐活動時。

(三)申請人或其負責人、實質受益人、高階管理人、對申請人行使控制權之人為受經濟制裁或資恐防制法指定制裁之對象、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體時。

(四)貴行得知或研判申請人或其負責人、實質受益人、高階管理人、對申請人行使控制權之人等之往來資金來源自貪瀆或濫用公共資產時。

UNLESS OTHERWISE AGREED, REGARDING ANY OBLIGATIONS OWED BY ME/US TO THE BANK UNDER THIS STANDBY LETTER OF CREDIT / BANK GUARANTEE, IF ANY OF THE FOLLOWING EVENTS OCCURS, THE BANK MAY, AFTER GIVING ME/US A PRIOR NOTICE OR DEMAND FOR REPAYMENT WITHIN A REASONABLE PERIOD, SUSPEND ALL DEALINGS WITH ME/US AND FREEZE CREDIT LINE, REDUCE THE CREDIT LINE AVAILABLE TO ME/US, SHORTEN THE REPAYMENT TERM OF RELEVANT LOANS, DEEM PART OR ALL OF THE OBLIGATIONS DUE, OR DIRECTLY CLOSE ACCOUNT AND DETERMINE BUSINESS RELATIONS :

(1) IN ORDER TO MANAGE RISK OF ANTI-MONEY LAUNDERING AND COUNTERING TERRORISM FINANCING, EXECUTE ANTI-MONEY LAUNDERING PROCEDURES, AND STRENGTHEN GLOBAL COLLABORATION TO FIGHT CRIME, THE BANK COULD REQUIRE ME/US PROVIDING NECESSARY INFORMATION ABOUT INDIVIDUALS, COMPANIES, BENEFICIAL OWNERS, SENIOR MANAGERS, OR THE IDENTITY OF THE NATURAL PERSONS WHO ULTIMATELY HAVE A CONTROLLING OWNERSHIP INTEREST IN ME/US AND STATING TRANSACTION NATURES, PURPOSES, AND SOURCE OF FUND WHEN CONDUCTING TRANSACTIONS AND CUSTOMER DUE DILIGENCE REVIEW AFTER ISSUING THIS DOCUMENTARY CREDIT. HOWEVER, I/WE REFUSES TO OFFER THOSE INFORMATION MENTIONED ABOVE.

(2) THE BANK DECIDES THAT MY/OUR ACCOUNT IS INVOLVED IN ILLEGAL ACTIVITIES, AND SUSPICION OF MONEY LAUNDERING OR TERRORISM FINANCING ACTIVITIES.

(3) I/WE OR MY/OUR RESPONSIBLE PERSONS, BENEFICIARY OWNERS, SENIOR MANAGERS, THE IDENTITY OF THE NATURAL PERSONS WHO ULTIMATELY HAVE A CONTROLLING OWNERSHIP INTEREST IN ME/US IS IMPOSED ECONOMIC SANCTIONS, THE TARGET OF SANCTIONS UNDER COUNTER-TERRORISM FINANCING ACT, IDENTIFIED OR INVESTIGATED AS TERRORIST BY FOREIGN GOVERNMENT OR INTERNATIONAL ANTI-MONEY LAUNDERING ORGANIZATIONS.

(4) THE BANK IS INFORMED OF OR DECIDES (REASONABLY SUSPECTS) THAT THE CURRENT FUNDS OF [ME/US OR MY/OUR RESPONSIBLE PERSONS, BENEFICIARY OWNERS, SENIOR MANAGERS, THE IDENTITY OF THE NATURAL PERSONS WHO ULTIMATELY HAVE A CONTROLLING OWNERSHIP INTEREST IN ME/US] TO BE DERIVED FROM THE NEGLIGENCE OF ONE'S DUTIES OR MISUSE OF PUBLIC ASSETS.