
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 11, 2018

Applied Optoelectronics, Inc.
(Exact name of Registrant as specified in its charter)

Delaware
(State or incorporation)

001-36083
(Commission File Number)

76-0533927
(I.R.S. Employer Identification No.)

13139 Jess Pirtle Blvd.
Sugar Land, TX 77478
(address of principal executive offices and zip code)

(281) 295-1800
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On December 11, 2018, Prime World International Holdings Ltd. (“Prime World”), a wholly owned subsidiary of Applied Optoelectronics, Inc. entered into a one-year credit facility totaling NT\$150 million (the “Credit Facility”) with CTBC Bank Co., Ltd. (the “Bank”). Borrowing under the Credit Facility will be used for short-term working capital.

Prime World may draw upon the Credit Facility from December 11, 2018 until October 31, 2019. The term of each draw shall be up to 120 days. Under the Credit Facility borrowing in New Taiwan Dollars will bear interest at a rate equal to the Bank’s Enterprise Swap Index Rate plus 1.2%; for all foreign currency borrowing interest will bear at a rate equal to the Bank’s Cost of Fund lending rate plus 1.2%. As of the execution of the Credit Facility, the Bank’s Enterprise Swap Index Rate and Cost of Funds lending rate is 0.69% and 3.40% respectively. At the end of the draw term, Prime World will make payment for all principal and accrued interest.

The agreements for the Credit Facility contain representations and warranties, and events of default applicable to Prime World that are customary for agreements of this type.

The foregoing description of the Credit Facility does not purport to be a complete statement of the parties’ rights and obligations under the Credit Facility and is qualified in its entirety by reference to the translation of the full text of the Individually Negotiated Terms and Conditions, Approval Notice, General Agreement for Omnibus Credit Lines and Promissory Note which are attached as Exhibits 10.1 through 10.4 to this Current Report on Form 8-K and incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained in Item 1.01 of this Current Report on Form 8-K with respect to the Financing Agreements is incorporated by reference herein and made a part hereof.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [Translation of Agreement for Individually Negotiated Terms and Conditions between, Prime World International Holdings, Ltd., and CTBC Bank, Ltd.](#)
 - 10.2 [Translation of Approval Notice between, Prime World International Holdings, Ltd., and CTBC Bank, Ltd.](#)
 - 10.3 [Translation of General Agreement for Omnibus Credit Lines between, Prime World International Holdings, Ltd., and CTBC Bank, Ltd.](#)
 - 10.4 [Translation of Promissory Note between, Prime World International Holdings, Ltd., and CTBC Bank, Ltd.](#)
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Applied Optoelectronics, Inc.

By: /s/ DAVID C. KUO
DAVID C. KUO
General Counsel and Vice President

Date: December 17, 2018



中國信託銀行
CTBC BANK

中國信託法人金融
CTBC CORPORATE BANKING

個別條款約定書

**Agreement for Individually
Negotiated Terms and Conditions**

單位 Unit:	[北區二] 部 / 區域中心 [] Department / Regional Center
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訂約日期 Contract Date:	中華民國 [107(2018)] 年 [12] 月 [11] 日 Date:
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106.12 版



(Agreement for Individually Negotiated Terms and Conditions)

The parties hereto hereby agree that within the applicable scope all transactions entered or to be entered into by and between the undersigned (the "Customer") and CTBC Bank Co., Ltd. (including its head office and branches, hereinafter the "Bank"), shall be in compliance with the Bank's relevant regulations, guidelines and rules and the following terms and conditions; the Customer further undertakes all responsibilities arising herefrom:

Chapter One: Authorization for Automatic Deductions From the Account

The Customer hereby authorizes the Bank to debit the deposit of the Customer in the following selected accounts opened with the Bank to repay all principal and interest incurred on any New Taiwan Dollar or foreign currency loans, foreign currency settlement, domestic or international transaction processing fees, default interests, penalties and any other fees, charges, costs and expenses.

V Credit Extension: V Demand Deposit
Acct. No. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

V Foreign Exchange: V Foreign Currency Demand Deposit
Acct. No. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

In addition, with respect to any closing payment, fees, charges, costs, expenses, losses or damages arising from any transactions relating to any "General Agreement for Financial Transaction" or ISDA, as the case may be, the Customer hereby authorizes the Bank to deduct and pay any deposit from the Customer's following selected accounts, on each payment or repayment date.

- Foreign Currency Demand Deposit Acct. No.
New Taiwan Dollar Demand Deposit Acct. No.
OBU Demand Deposit Acct. No.

Article 1. In connection with the transaction by and between the Customer and the Bank, the Customer hereby authorizes the Bank to debit the deposit of the Customer in the following selected accounts opened with the Bank to repay all principal and interest incurred on any New Taiwan Dollar or foreign currency loans, foreign currency settlement, domestic or international transaction processing fees, default interests, penalties and any other fees, charges, costs and expenses. Any conversion of currency shall be converted at a rate determined by the Bank based on the fair market value principle. The Customer shall promptly deliver to the Bank any requisite certificate or account records thereto, without any objection whatsoever. (If the account is not open yet, the Customer authorizes the Bank to fill in the account number as the account opening process is completed.)

V Credit Extension: V Demand Deposit

Acct. No. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

V Foreign Exchange: V Foreign Currency Demand Deposit

Acct. No. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

In addition, with respect to any closing payment, fees, charges, costs, expenses, losses or damages arising from any transactions relating to any "General Agreement for Financial Transaction" or ISDA, as the case may be, the Customer hereby authorizes the Bank to deduct and pay any deposit from the Customer's following selected accounts, on each payment or repayment date. Any conversion of currency shall be converted at a rate determined by the Bank based on the fair market value principle. The Customer shall promptly deliver to the Bank any requisite certificate or account records thereto, without any objection whatsoever. (If the account is not open yet, the Customer authorizes the Bank to fill in the account number as the account opening process is completed.)

- Foreign Currency Demand Deposit Acct. No.
New Taiwan Dollar Demand Deposit Acct. No.
OBU Demand Deposit Acct. No.

Article 2. The Bank is not required to provide the demand deposit record book or the withdrawal slip when making the foregoing authorized deduction and payment from the Customer's account. The amount of any balance in the aforementioned account shall be determined by the balance shown on the Bank's record or the balance as reflected in the computer data file.

Bank of America, National Association (Bank of America) and its subsidiaries (collectively, "Bank") and the Customer (collectively, "Parties") have entered into this Agreement for the purpose of providing the Customer with a line of credit (the "Line of Credit") and other services (the "Services") provided by the Bank.

Article 3. The Customer shall not raise any objection to the Bank's foregoing deduction and payment. The Customer shall be solely responsible for any and all disputes and controversies arising from the Bank's foregoing deduction and payment, without any costs or expenses to the Bank (including without limitation any of the Customer's check is dishonored or settlement account defaulted due to insufficient account balance as the Customer authorizes the Bank to debit its checking or settlement account for any payment or settlement.).

The Customer hereby waives any and all claims of rights, objections or defences with respect to the aforementioned items and events.

Chapter Two: Reserve Account

Bank of America, National Association (Bank of America) and its subsidiaries (collectively, "Bank") and the Customer (collectively, "Parties") have entered into this Agreement for the purpose of providing the Customer with a line of credit (the "Line of Credit") and other services (the "Services") provided by the Bank.

(Bank of America, National Association)

Article 1. The Customer agrees to deposit into the following Reserve Account at the Bank any proceeds from its notification of any third party for payments, any payments received in connection with the acceptance or payment of any notes, and any other remittance (or deposit) in connection with any and all accounts receivable factoring agreement, endorsement or assignment of notes receivable, and other credit extension transactions entered into by and between the Customer and Bank. **(If the account is not open yet, the Customer authorizes the Bank to fill in the account number as the account opening process is completed.)**

(Demand Deposit Acct No. _____, Acct. Name _____).

Bank of America, National Association (Bank of America) and its subsidiaries (collectively, "Bank") and the Customer (collectively, "Parties") have entered into this Agreement for the purpose of providing the Customer with a line of credit (the "Line of Credit") and other services (the "Services") provided by the Bank.

Article 2. For the convenience of accounts processing, when the proceeds from third party payments, acceptance or payment of notes, and remittance (or deposit) accrue to a certain amount, the Bank may deduct, apply and set-off the aforementioned proceeds to any and all indebtedness of the Customer. The Customer remains liable for any deficiency thereof.

Bank of America, National Association (Bank of America) and its subsidiaries (collectively, "Bank") and the Customer (collectively, "Parties") have entered into this Agreement for the purpose of providing the Customer with a line of credit (the "Line of Credit") and other services (the "Services") provided by the Bank.

Article 3. The Customer represents that all notes receivable it provides to the Bank have been, or will be, obtained from actual and genuine business transactions. If there is a misrepresentation (including the existence of any borrowed notes, exchanged notes, note collected in advance, guarantee notes or any other notes obtained not in connection with a genuine business transaction) that results in the Bank not being immediately paid upon Bank's presentation for acceptance or payment, the Customer shall promptly repay that amount to the Bank. If any third party makes any payments by notes including, but not limited to, payment by checks, the Bank may endorse those notes in the name of the Customer and deposit those notes into the aforementioned Reserve Account.

Bank of America, National Association (Bank of America) and its subsidiaries (collectively, "Bank") and the Customer (collectively, "Parties") have entered into this Agreement for the purpose of providing the Customer with a line of credit (the "Line of Credit") and other services (the "Services") provided by the Bank.

Article 4. After the aforementioned notes receivable, upon maturity, have been deposited into those accounts by the Bank, subject to the Bank's consent, if the Customer, in accordance with the foregoing procedures, provides to the Bank other notes receivable at equal or greater value than those accepted notes receivable, the Bank may transfer the proceeds collected therefrom into the Customer's checking account (or _____ account) with account No. _____ opened with the Bank. The Customer remains fully liable for any and all indebtedness it owed to the Bank in the form of notes, IOUs, etc.

Bank of America, National Association (Bank of America) and its subsidiaries (collectively, "Bank") and the Customer (collectively, "Parties") have entered into this Agreement for the purpose of providing the Customer with a line of credit (the "Line of Credit") and other services (the "Services") provided by the Bank.

Article 5. If the aforementioned notes receivable are not accepted, upon notification, the Customer shall replace those notes with cash in the equivalent amount. If the Customer fails to so handle or cannot be notified, in addition to requesting the Customer to immediately repay all indebtedness, the Bank may settle any payment of those notes with the obligors of those notes at an amount lower than their face value depending on the obligor's financial standing.

第三章:信用额度调整 (Chapter Three: Adjustment of Credit Line)

The Customer has applied to the Bank for the extension of credit lines. The Customer agrees that, within the period of the extension, the Bank has the right to adjust or amend the amount, purpose, or conditions of Customer's credit line in accordance with the Bank's credit approval standards or procedures. If the amount, purpose or conditions of Customer's credit line is adjusted downward, the Customer agrees to repay the difference resulting from that downward adjustment or provide cash guarantee of that difference within 30 days of the date that notice is sent from the Bank. The Customer agrees that its covenant hereof with respect to the aforementioned credit approval standards and procedures constitutes a provision of any credit agreement executed by and between the Customer and the Bank. If the Customer breaches that covenant and fails to repay within the period prescribed by the Bank in the notice, with respect to the entire indebtedness owed by the Customer to the Bank, the Bank may, at any time, cease or decrease the credit line extended to the Customer, shorten the credit line extension period or declare the entire principal and interest immediately due and payable. If any controversy or dispute with a third party arises therefrom, the Customer shall be solely responsible in the handling of those controversies or disputes, and shall compensate and indemnify the Bank for any fees, charges, costs, expenses, losses or damages arising therefrom.

第四章:财务或运营 (Chapter Four: Finance or Operation)

Article 1. For the purpose of maintaining normal operation and securing source of repayment to the Bank, the Customer shall maintain certain financial or operating conditions during the period it transacts with the Bank. The Customer further agrees that such conditions shall be incorporated into any credit agreement entered by and between the Customer and the Bank. If the Customer breaches the foregoing provisions and fails to cure it within the prescribed period set forth in the notice from the Bank, with respect the entire indebtedness owed by the Customer to the Bank, the Bank may at any time cease or decrease the credit line extended to the Customer, shorten the credit line extension period or declare the entire principal and interest immediately due and payable.

(Finance or Operation Conditions Promised by the Customer are as follow):

[]

Article 2. The Customer agrees that the Bank shall have the right to reject the Customer's application for any transaction stipulated in this Agreement or any new business if the new directors or supervisors of the Customer have not been elected within one month after the end of the directors' or supervisors' term of office or, in the event that the term of office of the directors or supervisors has ended before the execution of this Agreement, one month after the execution of this Agreement. Any damage or adverse impact suffered by the Customer resulting from the Bank's rejection under this Article shall be borne by the Customer and the Bank shall not be held liable therefor.

第五章: 实物财产 (Chapter Five: Real Property)

To guarantee and secure repayment of all debts owed to the Bank, the Customer has provided, or will provide, the Bank with the real property (the detail as specified in the relevant mortgage agreement) as collateral under a maximum-amount mortgage. To secure the rights and interests of the Bank, the Customer hereby agrees to the following terms and conditions in connection with the mortgaged real property (including unregistered buildings):

Article 15. Special Instruction of the Scope of Debts to be Secured

The Customer acknowledges and confirms that the maximum amount mortgage covers indebtedness owed by the obligor(s) to the Bank arising from guarantee. If the obligor(s) guarantee the loans of others to the Bank, such loans are also covered by the mortgage.

Article 16. Fees and Charges for the Mortgage Registration and Amendment

The Customer consents that the relevant fees and charges arising from mortgage registration and amendment, according to article 76 of the Land Act, shall be borne by the Customer, obligor(s), or collateral provider.

Article 1. Waiver of Construction Lien
The Customer (hereinafter the "Contractor") has constructed/made major improvements to buildings owned by _____ (hereinafter the "Project Applicant") located on land lot No. _____ located in _____ Hsien (City) _____ Town (District) _____ Sec. _____ Sub-sec. The Project Applicant has provided or has covenanted to provide the aforementioned land lots and buildings or completed buildings after the completion of improvements as collateral to secure the Bank's extension of credit. The Contractor unconditionally agrees to waive any contractor's lien it may have in connection with the aforementioned buildings, and shall not claim the existence of contractor's lien to the Bank.

Chapter Six: Construction Financing

Article 2. Not to Grant Junior Lien

The Customer has mortgaged to the Bank _____ pieces of land lots with land lots No. _____ located in _____ Hsien (City) _____ Town (District) _____ Sec. _____ Sub-sec, and certain project applicant has constructed buildings on the mortgaged land lots. To secure the Bank's rights, the Customer hereby warrants that, during the period of construction by the project applicant, it shall not grant junior liens on the collateral to any third party; if the Customer breaches this warranty, the Bank is entitled to repossess the mortgaged land lots.

Article 3. Warranty on Vacant Land

The Customer has applied to the Bank for the financing to purchase land lots No. _____ located in _____ Hsien (City) _____ Town (District) _____ Sec. _____ Sub-sec. If the Customer fails acquired that land lot prior to _____ year _____ month _____ date and mortgaged it to the Bank at first priority lien position, the Customer shall repay in full the original loan principal and interest before _____ year _____ month _____ date. Any breach of the foregoing provision will result in a waiver of the term or repayment granted therewith. This provision is a part of the acceleration clauses with respect to the Bank's right to lengthen or shorten the credit line extension period as it sees fit, or declare the entire indebtedness immediately due and payable.

The list of land lots is as follows:

Bank

Article 4. Warranty by the Project Applicant

The original borrower provided land lot No. _____ (_____ ping) as collateral to the loan with the Bank in the amount of NTD _____.

[Empty rectangular box]

Article 5. Warrant on Providing Collateral after Construction

To guarantee the repayment in full of the indebtedness owed by itself or any third party _____ to the Bank, the Customer has mortgaged its real property (please refer to the Mortgage Agreement for details) to the Bank at the first priority lien position with maximum mortgage amount at NTD _____, which mortgage was registered with the Land Registry Office (No. _____) on _____ year _____ month _____ day.

The Customer plans to construct buildings on that collateral land lots. The Customer hereby agrees to immediately mortgage the buildings constructed on the land lots to the Bank at the first priority lien position after the completion of the construction and registration. Prior to completion of such process, in the event that the Bank enforces its mortgagee rights, the Bank may, at its discretion, dispose of the aforementioned buildings to secure repayment.

Article 6. Notification of Change of Contractor and Abandonment of Right of Detention

The Customer agrees that in case contractor of construction has changed, the Customer shall forthwith notify the Bank of the facts and procure agreement and undertaking from the succeeding contractor, in which the succeeding contractor shall warrant and agree to abandon its right of detention at law.

If the Customer fails to observe provision in this (6) Article, the Bank shall have right at any time to terminate or limit the Customer's credit line, shorten the credit line period, and/or enforce the acceleration clause herein to have the principal and accrued interest, if any, become due and payable instantly.

Chapter Seven: Certificate for Provision of Collateral and Pledge Agreement

In order to secure all indebtedness to the Bank (for the purpose of this Chapter, including the head office, domestic branches and overseas branches) under Article 1 below whether present (including debts incurred in the past and currently not yet repaid) or future, owed by the Customer himself or the third party,

, to the extent under the maximum pledge in an amount of NTD (or its equivalent amount in foreign currency _____), the Customer hereby provides the collateral or the beneficiary right to the trust asset as listed in the attached collateral list to the Bank, and agrees to comply with the following terms and conditions:

Article 19. Collateral Maintenance Rate (TSE/GreTai Listed Securities)

To meet the Bank's requirement to safeguard its credit rights as a result of its credit extension dealings with the Customer, the Customer agrees to exert its best effort to maintain the value of the collaterals in case of a fluctuation of the value of the collaterals during the credit extension term, and the Customer further agrees to deal with such an event according to the following agreed terms:

- (a) The collateral maintenance rate in connection with the credit extended to the Customer shall be the collateral maintenance rate of the whole account calculated on the basis of the total balance of the Customer's credit line. The maintenance rate is: Current market price of TSE listed securities provided as collateral/Total balance of credit line x 100%.
- (b) When the collateral maintenance rate is lower than ___ % due to a fluctuation of the market price of the collaterals, the Bank shall notify the Customer to make payment to make up the difference.
- (c) If the collateral maintenance rate of the whole account still fails to reach the maintenance rate as stipulated in item (b) within two business days after the Bank has notified the Customer, and the Customer does not attend to payment to make up the difference, the Customer's time limitation benefit with respect to the indebtedness owed to the Bank will extinguish, and all the indebtedness shall be considered as having matured. Commencing from the said business day, the Bank may auction or sell the collaterals on the open market to set off the principal and interest owed to the Bank. As for the manner and price of disposal of the collaterals, the Customer agrees to commission the Bank with full authority to deal with the same and to apply this provision to prove such authorization.
- (d) If the collateral maintenance rate of the whole account shall rise back to the maintenance rate as stipulated in item (b) or above within two business days after the Bank has notified the Customer, the Bank may not dispose of the collaterals for the time being although the Customer has not attended to payment to make up the difference. However, on any business day thereafter when the collateral maintenance rate of the whole account is lower than the maintenance rate as stipulated in item (b), the Customer shall automatically attend to the supplemental payment on the current day. Otherwise, the Bank shall have the right to dispose of the collaterals commencing from that day.
- (e) If the collateral maintenance rate of the whole account shall rise back to the maintenance rate as stipulated in item (b) plus 30% or above although the Customer has not attended to payment to make up the difference or has only attended to payment of a part thereof, or if the aggregate amount of the consecutive payments made by the Customer is sufficient to make up the difference as notified by the Bank before the disposal of the collaterals, the Bank will cancel the record of the said demand for supplemental payment; provided, however, that the Bank has the right to be released from the restriction of this item.
- (f) The Bank agrees that the interest arising from a collateral provided by the Customer shall be collected by the Customer. However, the Customer agrees that, commencing from the 7th business day prior to the ex-right/ex-dividend date on which the said interest will arise, the reference price of the collateral on the ex-right/ex-dividend date shall be used as the standard for calculating the collateral maintenance rate of the whole account.
- (g) If there is a deterioration of the business, finances or credit of the Customer or the issuing company which, from the Bank's point of view, may impair the Bank's rights and interests and the interests of the borrower or the Customer, the borrower or the Customer agrees that the Bank may auction the collaterals according to Article 892 of the Civil Code and replace the collaterals with the proceeds realized from the auction, if the Bank shall determine from an evaluation conducted by itself that such circumstance may impair its credit rights.

Under urgent circumstances, the Customer or pledgor, as the case may be, agree to release the Bank from its obligation to give notice with respect to the auction stated in the preceding paragraph.

Whether to conduct an auction as stated in the first paragraph is at the Bank's discretion; the Bank is not obligated to conduct such auction.

Article 23. Governing Law and Jurisdiction

With respect to the Customer's obligations arising from this Agreement, the laws of the Republic of China shall govern the requisites, manner and effect in connection with the establishment of the legal acts of the Customer, unless there is another agreement which stipulates that _____ law shall apply.

The place of performance of this Agreement is the place where the Bank is located. The Customer agrees with the Bank that, in the event he is involved in any litigation by reason of this Agreement, the district court at the place where the Bank's head office or its _____ Branch is located, or the Taiwan Taipei District Court, shall have jurisdiction over such litigation as the court of first instance; provided, however, where the law has special provisions relating to special jurisdiction, such provisions shall apply.

Article 24 This Agreement are executed in both Chinese and English. If there is any conflict or discrepancy between the Chinese and English versions hereof and thereof, the Chinese version will prevail.

Article 25. Matters Not Dealt with by this Agreement

Matters which are not dealt with by this Agreement shall be dealt with in accordance with the provisions of the Bank's General Agreement For Omnibus Credit Lines, the Guarantee Agreement, the Trust Agreement, or other agreements.

Chapter Eight: Provisions for Information Sharing between a Financial Holding Company and its Subsidiaries

Article 1. The Customer understands and agrees that the Bank, the financial holding company that the Bank is a part of, and the subsidiaries controlled by that financial holding company, as determined by the provisions of the Financial Holding Company Act, may, in accordance with their business objectives and as permitted by the law, collect, process, transmit internationally, and use (including for the purposes of administrative research, promotion, or distribution of consumer reports, etc.) the Customer's personal information.

Article 2. The Customer also agrees that the Bank, the financial holding company that the Bank is a part of, or the subsidiaries controlled by that financial holding company, as determined by the provisions of the Financial Holding Company Act, may designate a third party to process that information. The Customer further consents and agrees to any and all disclosure of the information set forth in the foregoing Article 1 of this Chapter to that third party designated by the Bank, the financial holding company that the Bank is a part of, or the subsidiaries controlled by that financial holding company, as determined by the provisions of the Financial Holding Company Act.

Article 3. The contents and scope of the information sharing between a financial holding company and its subsidiaries are as follows:

1. Basic Information: including name and address.
2. Other Basic Information: including, without limitation, date of birth, identification number, and contact telephone number.
3. Account Information: including, without limitation, account numbers or other numbers of comparable function, credit card numbers, savings account numbers, trading account numbers, savings and loan amounts, and other trading information, and financial statements.
4. Credit Information: including, without limitation, records of dishonored checks, cancellation records, rejection records, and other operational information.
5. Investment Information: including, without limitation, objectives, amounts, timing, of investments and sales of investments information.
6. Insurance Information: including, without limitation, insurance types, periods, insured amounts, premium payment methods, claims processing, records of refusals to insure, and other information.

Chapter Nine: Penalties for Early Repayments

With respect to the credit facility by and between the Customer and the Bank in the amount of NTD (or foreign currency) _____, the Customer hereby undertakes that, except for the loan to be repaid in installments, within ____ years from the drawdown date in accordance with the Agreement, if the Customer intends to make early repayment in full or in part, it shall notify the Bank by a two-month prior written notice, and make additional payment to the Bank at ____% of the outstanding balance before repayment or the amount of the partial repayment as penalty for early repayment.

Chapter Ten: Anti-Money Laundering and Countering Terrorism Financing

For purposes of anti-money laundering and countering terrorism financing by the Bank, each of the Customer agrees that the Bank may take the following measures in accordance with the requirements under “Money Laundering Control Act”, “Terrorism Financing Prevention Act”, “Regulations Governing Anti-Money Laundering of Financial Institutions”, “Directions Governing Anti-Money Laundering and Countering Terrorism Financing of Banking Sector” and “Template of Directions Governing Anti-Money Laundering and Countering the Financing of Terrorism of Banks”. Any damage or adverse impact suffered by the Customer resulting from the Bank’s compliance with this Article shall be borne by the Customer and the Bank shall not be held liable therefor.

1. Upon discovery that the Customer and/or any of its Related Parties including but not limited to any legal representative, responsible person, representative, authorized person, beneficial owner of a corporate, a person having control over a corporate, joint and several borrower, joint and several guarantor, general guarantor, co-issuer of a negotiable instrument, obligor under a negotiable instrument, joint and several obligor, collateral provider, trading counterparties, hereinafter referred to as the “Related Parties” is an individual, entity, or group subject to economic sanction or designated under Terrorism Financing Prevention Act, or is a terrorist or terrorist group that is identified or tracked by foreign governments or international organization, the Bank may suspend all transactions and business relations under this Agreement without separate notice to the Customer. The Bank may also terminate the terms of service under this Agreement; provide, that the Bank is required to give sixty (60) days’ prior written notice to the Customer prior to termination thereof.

2. Upon discovery that the Customer and/or any of its Related Parties (including but not limited to any legal representative, responsible person, representative, authorized person, beneficial owner of a corporate, a person having control over a corporate, joint and several borrower, joint and several guarantor, general guarantor, co-issuer of a negotiable instrument, obligor under a negotiable instrument, joint and several obligor, collateral provider, trading counterparties, hereinafter referred to as the “Related Parties”) is an individual, entity, or group subject to economic sanction or designated under Terrorism Financing Prevention Act, or is a terrorist or terrorist group that is identified or tracked by foreign governments or international organization, the Bank may suspend all transactions and business relations under this Agreement without separate notice to the Customer. The Bank may also terminate the terms of service under this Agreement; provide, that the Bank is required to give sixty (60) days’ prior written notice to the Customer prior to termination thereof.

For purposes of anti-money laundering and countering terrorism financing by the Bank, each of the Customer agrees that the Bank may take the following measures in accordance with the requirements under “Money Laundering Control Act”, “Terrorism Financing Prevention Act”, “Regulations Governing Anti-Money Laundering of Financial Institutions”, “Directions Governing Anti-Money Laundering and Countering Terrorism Financing of Banking Sector” and “Template of Directions Governing Anti-Money Laundering and Countering the Financing of Terrorism of Banks”. Any damage or adverse impact suffered by the Customer resulting from the Bank’s compliance with this Article shall be borne by the Customer and the Bank shall not be held liable therefor.

1. Upon discovery that the Customer and/or any of its Related Parties including but not limited to any legal representative, responsible person, representative, authorized person, beneficial owner of a corporate, a person having control over a corporate, joint and several borrower, joint and several guarantor, general guarantor, co-issuer of a negotiable instrument, obligor under a negotiable instrument, joint and several obligor, collateral provider, trading counterparties, hereinafter referred to as the “Related Parties” is an individual, entity, or group subject to economic sanction or designated under Terrorism Financing Prevention Act, or is a terrorist or terrorist group that is identified or tracked by foreign governments or international organization, the Bank may suspend all transactions and business relations under this Agreement without separate notice to the Customer. The Bank may also terminate the terms of service under this Agreement; provide, that the Bank is required to give sixty (60) days’ prior written notice to the Customer prior to termination thereof.

2. In connection with the regular or ad hoc review of the identity of the Customer and Related Parties or as and when necessary including but not limited to: suspected involvement in illegal activities by the customer, suspected money laundering, financing of terrorist activities or special cases involving illegality and under press coverage, etc., the Bank may request that, within sixty 60 days after receipt of notice from the Bank, the Customer provide personal including that of the Customer and its Related Parties or corporate information, information regarding the beneficial owner of a corporate or the person having control over a corporate, or explanation regarding the nature and purpose of the transaction or source of funds, in each case as necessary for such review. If the Customer fails to provide the above information before the above deadline, the Bank may suspend the transactions and business relationship under this Agreement or terminate the terms of service under this Agreement by written notice whereupon termination shall become effective upon delivery of such written notice.

Chapter Eleven: Receipts

- | | |
|---|---|
| 一、 <input type="checkbox"/> 銀行授信綜合額度契約暨總約定書 | 二、 <input type="checkbox"/> 本票 |
| 三、 <input type="checkbox"/> 銀行授信綜合額度契約增補契約書 | 四、 <input type="checkbox"/> 個別條款約定書 |
| 五、 <input type="checkbox"/> 金融交易契約書 | 六、 <input type="checkbox"/> 授信額度動用確認書 |
| 七、 <input type="checkbox"/> 應收帳款承購合約書 | 八、 <input type="checkbox"/> 應收帳款債權承購同意書 |
| 九、 <input type="checkbox"/> | 十、 <input type="checkbox"/> |
| 十一、 <input type="checkbox"/> | 十二、 <input type="checkbox"/> |
| 十三、 <input type="checkbox"/> | 十四、 <input type="checkbox"/> |
| 十五、 <input type="checkbox"/> | 十六、 <input type="checkbox"/> |

Article 1. Among the documents executed by and between the Customer and the Bank for the relevant transactions, the Customer has received one copy of the following selected documents:

- | | |
|---|--|
| 1. <input type="checkbox"/> General Agreement for Omnibus Credit Lines | 2. <input type="checkbox"/> Promissory Notes |
| 3. <input type="checkbox"/> Supplementary Agreement for General | 4. <input type="checkbox"/> Agreement for Individually Negotiated Terms and Conditions |
| 5. <input type="checkbox"/> Master Agreement for Financial Transactions | 6. <input type="checkbox"/> Drawdown Application Agreement for Omnibus Credit Lines |
| 7. <input type="checkbox"/> Factoring Agreement | 8. <input type="checkbox"/> Notification of Credit Approval |
| 9. <input type="checkbox"/> | 10. <input type="checkbox"/> |
| 11. <input type="checkbox"/> | 12. <input type="checkbox"/> |
| 13. <input type="checkbox"/> | 14. <input type="checkbox"/> |
| 15. <input type="checkbox"/> | 16. <input type="checkbox"/> |

Article 2. In addition to complying with the preceding general terms and conditions, the Customer shall comply with other financing agreements or documents executed pursuant to different terms and conditions by the Customer or its related parties (for example, joint and several guarantors). The Customer shall have no objections even if copies of such agreements or documents have not been obtained. In witness thereof, the parties hereby represent herein.

Chapter Twelve: Other Special Terms and Conditions

[]

To: CTBC Bank Co., Ltd.

□□□□□□(List of Collateral)□□□□□□(Collateral Provider)□

□ □(Name)	□□□□□□(Type)	□ □(Quantity)	□ □(Remark)

□□□□□□(List of Collateral)□□□□□□(Collateral Provider)□

□ □(Name)	□□□□□□(Type)	□ □(Quantity)	□ □(Remark)

□□□□□□(List of Collateral)□□□□□□(Collateral Provider)□

□ □(Name)	□□□□□□(Type)	□ □(Quantity)	□ □(Remark)

□□□□□□(List of Collateral)□□□□□□(Collateral Provider)□

□ □(Name)	□□□□□□(Type)	□ □(Quantity)	□ □(Remark)

立約人(Customer): 英屬維京群島商祥茂光電科技股份有限公司台灣分公司 日期(Date): 107(2018)年 12月 11日

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主 管		經 辦		對 保	
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注意：立約人如未成年，應加請法定代理人於「立約人簽章欄」簽章。

Attention :If the Customer has not reached the legal age, the Customer's statutory agent shall also sign and chop under the "Customer's Signature" column.

中華民國 107(2018)年 12月 11日

Date:



Approval Notice

The Annual Review Date for the company at our bank is: October 31st, 2019

I. Name of the Credit Receiver and Joint Guarantor			
Name of the credit receiver	Prime World International Holdings Ltd., Taiwan Branch	Joint guarantor	-
Unified business code/ID No.	28410552	Co-drawer	-
Representative	Lin Chih-Hsiang	Promissory note drawer	-

II. Credit Line (excluding "Financial Transaction Line")

(I) Credit line approval

Category	Products	Amount	Period (month)	Interest rate or commission
Omnibus Credit Lines	Short-term loan, import O/A, Letter of Credit issuance, performance bond	TWD 150,000,000	12	1. NTD: enterprise swap index (month)+1.2%, negotiated price 2. Foreign currency: COF+1.2%, negotiated price 3. Commission for issuing L/C 0.125% (Every three months constitute one period, and no commission will be charged in and after the second period). The cable charge for issuing L/C costs USD 10.

(II) Conditions for credit line

General conditions	1. For short-term loan and exchange rate restriction suppliers (excluding APPLIED OPTOELECTRONICS INC., PRIME WORLD INTERNATIONAL HOLDINGS LTD. and GLOBAL TECHNOLOGY INC.), utilization period for each transaction shall not exceed 120 days. 2. Import O/A finance receives 100% loan, utilization period for each transaction shall not exceed 120 days, and the load can be transferred to exchange rate restriction suppliers (excluding APPLIED OPTOELECTRONICS INC., PRIME WORLD INTERNATIONAL HOLDINGS LTD., GLOBAL TECHNOLOGY INC.). 3. Import O/A line shall be handled as per the transaction list or invoice. 4. SBLC not prepared in standard format of the bank will require the comments of the legal counsel and international trade departments. 5. Financial period of the L/C is fixed at 90 days (i.e. forwards all apply), and changing the issued L/C into foreign currencies needs to change the loan currency into Taiwan dollars. 6. Inward remittance of each inspection quarter shall reach USD 10,000,000 (including the buyer XXXX, XXXXXX company and XXXX Group). 7. The deposit of each inspection quarter shall reach the performance level.
Special conditions	1. The loan authorization document of the parent company (Prime World International Holdings LTD) is needed. 2. Before the transferring, the Board resolution of Prime World International Holdings LTD needs to be provided.

(III) Note:

- After the signing of this notice by the credit receiver, due to the change of the market, the bank shall retain the right to require the credit receiver to transfer or set forth the application to implement transfer as per the original interest rate/commission. After this notice, if the credit receiver has the need for the capital, the credit receiver and our bank shall negotiate interest rate/commission or transfer amount additionally, and record such in relevant transferring application files. Then, the credit receiver shall start the application, and other business shall be handled as per the credit extension contract of the bank and relevant provisions.
- The credit receiver needs to provide the Board resolution of Prime World International Holdings LTD concerning the line.

CTBC Bank
October 23rd, 2018



中國信託法人金融
CTBC CORPORATE BANKING

銀行授信綜合額度契約

暨總約定書

General Agreement for Omnibus Credit Lines

單位 Unit	【北區二】部/區域中心 Department / Regional Center
客戶名稱 Customer	【英屬維京群島商符茂光電科技股份有限公司台灣分公司 Prism World International Holdings Ltd., Taiwan Branch】
訂約日期 Date	中華民國【107 (2018)】年【12】月【11】日

(一般授信專用 106.12 版)
(For General Credit use)



General Agreement for Omnibus Credit Lines

CTBC BANK, LTD. (including its head office and branches, hereinafter referred to as the "Bank")

and the undersigned (the "Customer")

have entered into the following General Agreement for Omnibus Credit Lines (this "Agreement")

with the following total omnibus credit line (exclusive of the credit lines extended under and pursuant to any and all syndicated loans):

The undersigned (the "Customer"), hereby applies for an omnibus credit line with CTBC Bank Co., Ltd. (including its head office and branches, hereinafter referred to as the "Bank") and agrees to the terms and conditions of this General Agreement for Omnibus Credit Lines (this "Agreement") with the following total omnibus credit line (exclusive of the credit lines extended under and pursuant to any and all syndicated loans):

NT\$One Hundred and Fifty Million Dollars Only or its equivalent amount in foreign currency

only.

hereinafter referred to as the "Omnibus Credit Line" or the "Facility", which is applicable to the total aggregate of all individual credit lines, to be provided for the use by the Customer in its application for any loan from the Bank under this Omnibus Credit Line. Unless otherwise agreed between the Customer and the Bank in a separate agreement or otherwise set forth in any documents, certificates, instruments, or materials submitted by the Customer to the Bank for the purpose of obtaining a credit line, this Agreement is applicable to all transactions undertaken between the Customer and the Bank, with the following terms and conditions:

A Common Provisions

This Omnibus Credit Line sets forth the maximum amount of the credit line extended by the Bank to the Customer for the agreed-upon purposes under each separate extension of credit lines. Within the amount allocated under this Omnibus Credit Line, the Bank may establish individual credit lines for individual credit purposes subject to the individual maximum credit limits, as set forth in the relevant portions of this Agreement. The aggregate sum of these individual credit lines is permitted to exceed the Omnibus Credit Line; however, at each actual drawdown, if the amount that has already been drawn by the Customer previously, together with the amount being drawn at the time, exceeds the Omnibus Credit Line, then notwithstanding that the amount being drawn at the time does not exceed its individual credit line, the total amount that can be drawn by the Customer will be subject to the limitations set forth by the Omnibus Credit Line; except that within the limitations set forth by the Omnibus Credit Line and the applicable individual credit line, the Customer may use those credit lines as a line of revolving credit.

If the amounts drawn involve foreign currency, the calculation of the Omnibus Credit Line and individual credit line will be based on the prevailing exchange rates set forth by the Bank at the time of that drawdown. If a fluctuation in the exchange rate causes the amount disbursed or advanced by the Bank to exceed the Omnibus Credit Line or individual credit line set forth in this Agreement, the Customer shall be jointly and severally liable to repay the excess portion.

Article 2. In its sole discretion, if the Bank determines that the Customer's use of proceeds is improper, the Customer suffers a decline in its credit standing, the Customer fails to provide collateral as requested, or as otherwise required by any operational need of the Bank, the Bank may, from time to time, terminate the drawdown by the Customer, or decrease any of the credit lines extended hereunder. If any controversy or dispute with a third party arises as a result thereof, the Customer shall be fully liable for any and all costs, expenses, losses and damages and fully compensate and indemnify the Bank for any and all such losses and damages thereof.

Article 3. Unless otherwise required by the law, none of the repayment obligations of any indebtedness arising from any, IOUs, drafts, notes, promissory notes, bills of exchange, cheques, negotiable instruments, letters of credit, purchase orders, endorsed negotiable instruments, or other documents or instruments provided by the Customer to the Bank for the purpose of drawing on a credit line will be satisfied and discharged until all indebtedness drawn under this Agreement is satisfied and discharged.

If the Customer has any questions regarding the amount of the indebtedness, the Customer agrees that such amount shall be confirmed in accordance with the Bank's account cards, account books, account ledgers, vouchers, computer-produced information, other documents, certificates, correspondences or photocopies of the same.

Article 4. Except as otherwise set forth herein, the contents, creation, discharge, scope and any other rights over the collateral provided hereunder will be handled in accordance with the applicable laws and agreements.

Article 5. This Agreement becomes effective on the date of its execution; except that, if, prior to that date, the Bank has disbursed or advanced any funds, issued any letters of guarantee, or extended any facilities, the terms and conditions contained herein will be retroactively effective as of the date of those actions.

Notwithstanding that the Bank has approved any request for renewal of this Agreement by the Customer, prior to the execution of that new or renewed agreement, the terms and conditions of this Agreement remains in full force and effect.

Article 6. Except those that are otherwise set forth herein to take precedent, all agreements, instruments, documents, or materials by or between the Customer and the Bank are incorporated herein as an integral part hereof and has the same effect as this Agreement.

The Customer agrees to abide by all current and future laws and regulations, as well as any other current or future policies, guidelines or regulations set forth by the Bank, the relevant bankers' association, and the relevant authority of financial operations.

Article 7. The indebtedness created hereunder, unless the parties otherwise agree to use _____ law as the governing law with respect to, and applied to the essential of establishment, method and validity hereof, is governed by the laws of the Republic of China.

The place of performance of this Agreement is the location of the Bank. For any and all litigations concerning dispute or controversy arising from or in connection with this agreement, except for matters subject to exclusive jurisdiction being given to specific court in applicable laws, the Parties agree that the district court of law in the jurisdiction where the Bank's Head Office or its _____ Branch is located, or the Customer's property is in existence, or Taipei District Court, Taiwan shall be the court of first instance.

Article 8. This Agreement, its application form, all documents, instruments, and materials used to obtain credit lines, and all collateral related documents and instruments are executed in both Chinese and English. If there is any conflict or discrepancy between the Chinese and English versions hereof and thereof, the Chinese version will prevail.

Article 10. Anti-Money Laundering and Countering Terrorism Financing

For purposes of anti-money laundering and countering terrorism financing by the Bank, each of the Customer agrees that the Bank may take the following measures in accordance with the requirements under “Money Laundering Control Act”, “Terrorism Financing Prevention Act”, “Regulations Governing Anti-Money Laundering of Financial Institutions”, “Directions Governing Anti-Money Laundering and Countering Terrorism Financing of Banking Sector” and “Template of Directions Governing Anti-Money Laundering and Countering the Financing of Terrorism of Banks”. Any damage or adverse impact suffered by the Customer resulting from the Bank’s compliance with this Article shall be borne by the Customer and the Bank shall not be held liable therefor.

1. Upon discovery that the Customer and/or any of its Related Parties (including but not limited to any legal representative, responsible person, representative, authorized person, beneficial owner of a corporate, a person having control over a corporate, joint and several borrower, joint and several guarantor, general guarantor, co-issuer of a negotiable instrument, obligor under a negotiable instrument, joint and several obligor, collateral provider, trading counterparties, hereinafter referred to as the “Related Parties”) is an individual, entity, or group subject to economic sanction or designated under Terrorism Financing Prevention Act, or is a terrorist or terrorist group that is identified or tracked by foreign governments or international organization, the Bank may suspend all transactions and business relations under this Agreement without separate notice to the Customer. The Bank may also terminate the terms of service under this Agreement; provide, that the Bank is required to give sixty (60) days’ prior written notice to the Customer prior to termination thereof.
2. In connection with the regular or ad hoc review of the identity of the Customer and Related Parties or as and when necessary (including but not limited to: suspected involvement in illegal activities by the customer, suspected money laundering, financing of terrorist activities or special cases involving illegality and under press coverage, etc.), the Bank may request that, within sixty (60) days after receipt of notice from the Bank, the Customer provide personal (including that of the Customer and its Related Parties) or corporate information, information regarding the beneficial owner of a corporate or the person having control over a corporate, or explanation regarding the nature and purpose of the transaction or source of funds, in each case as necessary for such review. If the Customer fails to provide the above information before the above deadline, the Bank may suspend the transactions and business relationship under this Agreement or terminate the terms of service under this Agreement by written notice whereupon termination shall become effective upon delivery of such written notice.

General Provisions

Article 1. Scope of Indebtedness

All indebtedness, whether set forth herein or elsewhere, means all indebtedness arising from loans, advances, acceptance, note payments, guarantee, bank guarantee, overdraft, discount, purchase of clean bills, issuance of letters of credit, import and export negotiation, import and export foreign exchange business, account receivables financing agreement, financial derivatives trading agreement, credit card agreement, merchant agreement, and all other indebtedness arising from business dealings with the Bank, including interest, default interest, penalties, processing fees, indemnity for damages and other relevant expenses.

Article 2. Joint and Several Liability

If the Customer, together with any other debtor or debtors, jointly present the Bank with one or more agreements or invoices for the purpose of drawing a loan, notwithstanding that the Bank has advanced or disbursed funds only to those other debtors, it will be deemed as if the Bank disbursed the funds to the Customer. The Customer shall acknowledge that indebtedness as its own and agrees to be jointly and severally liable for that indebtedness.

Disbursement of funds to any one or more Customers will be deemed as disbursed to all Customers jointly and severally. Each Customer acknowledges the indebtedness as its own and agrees to be jointly and severally liable for that indebtedness.

Article 5. Acceleration I

If any of the following occurs with respect to the indebtedness owed by the Customer to the Bank, except items 6 ~ 9 in which case the Bank shall give a prior notice or demand with a reasonable cure period, the Bank in its discretion may then immediately suspend the credit extension to the Customer, or reduce the credit line, or shorten the credit extension term, or declare all principal and interest amounts immediately due and payable:

1. Any failure to repay any principal or indebtedness when due under the specific Agreement;
2. Any filing for composition, bankruptcy, or reorganization by the applicable law, or rejection and notification by the Bills Clearing House, ceasing of business operation, settlement of all indebtedness;
3. Any failure to provide collateral as previously agreed;
4. In the event of the death of an individual Customer, the heir or successor of the Customer declares a limited inheritance or waives rights to inherit;
5. The Customer's assets are confiscated as a result of a criminal case or investigation.
6. Any failure to make any interest payment for any indebtedness;
7. The collateral is attached, lost or destroyed, loses its value, or becomes insufficient to secure the creditor's rights;
8. The Customer's actual use of proceeds deviates from the use approved by the Bank;
9. Any compulsory execution, provisional seizure, provisional injunction or precautionary measure resulting in the Bank unable to be secured or repaid; or
10. In addition to the circumstances specified in the above items, the occurrence of any event specified in any agreement, whereby the Bank, for the purpose of maintaining its secured creditor's rights, demands the acceleration of repayment whether or not any notification is required.

日本語訳

日本語訳

1. 返済期限に返済がなされず、本協定の定める通り返済が滞る場合;
2. 任意の整理、破産、再編成、適用法による破産の否認、通知、清算、事業の停止、全負債の清算;
3. 前記のとおり提供された担保が不足;
4. 個人顧客の死亡の場合、相続人または後継者が限定相続を宣言するか、相続を放棄する;
5. 顧客の資産が刑事事件の結果として没収される;
6. 任意の利息を支払わない;
7. 担保が没収、失窃、滅失、価値を失ったり、債権者の権利を十分に担保しなくなったり;
8. 顧客の実際の資金の用途が本行の承認した用途から逸脱する;
9. 強制執行、仮差押え、仮差止め、または予防的措置の結果として本行が担保を得られず、または返済を受けられない;
10. 上記の各条項で定められた状況に加えて、本行が、その債権者の権利を維持するために、返済の加速を要求するかどうかにかかわらず、任意の協定で定められた事件が発生した場合;

Article 5-1. Acceleration II

The Customer agrees that if the Customer is in breach of any of the following provision's, the Bank shall have right to immediately suspend the credit extension to the Customer, or reduce the credit line, or shorten the credit extension term, and/or declare all principal and interest amounts immediately due and payable:

1. The Guarantor who is a member of Board of Directors or Board of Supervisors of the Customer or any Corporate Legal Representative of the Customer and guarantees all or any part of said credit line quits or is removed from office voluntarily or involuntarily; or occurs any of following events: restructure, bankruptcy, liquidation, death, being declared and put under custody or assistance, or being declared totally or partially incompetent at law. On the occurrence of any of afore-mentioned events, the Customer shall at latest before the end of the immediately next business day inform the Bank via telephone, fax, or mail of said event forthwith, and notify the Bank in writing of full particulars of said event in three (3) days. Upon request of the Bank, the Customer shall provide to the Bank the required documents which show that qualified party/parties have agreed to take the position and assume the obligations of P/Note Guarantor, and/or the collateral's acceptable to the Bank have been transferred, registered, or otherwise encumbered in favor of the Bank.
2. If the person who guarantees all or any part of the Customer's said credit line has determined to terminate his/her/its guarantee, in case such person's guarantee is of definite period, the Customer shall provide to the Bank the required documents within 30 days prior to the end of the guarantee period, in case such person's guarantee is of indefinite period, the Customer shall provide to the Bank the required documents in 5 days of receipt of the Bank's notification, which show that the original Guarantor has agreed to continue or other qualified party/parties have agreed to take the position and assume the obligations of P/Note Guarantor, and/or the collateral's acceptable to the Bank have been transferred, registered, or otherwise encumbered in favor of the Bank.

Article 7. Restrictions on the Disposal of Immovable Assets and Joint Security
If the collateral is a piece of real property, the Customer or collateral provider, as the case may be, shall not construct, renovate, demolish, or undertake any other action that may decrease the value of the collateral, without the prior written consent of the Bank. If any mortgages, superficies or leases are created or that piece of real property suffers any losses, damages, or decreases in value after it has become a security interest, the Customer or collateral provider, as the case may be, shall immediately and accurately informed that situation to the Bank in writing. If the Bank suffers any losses or damages due to any breach of the terms and covenants or any inaccuracy in the representation made by the Customer or collateral provider, as the case may be, that Customer or collateral provider shall be fully liable for all civil or criminal responsibilities arising therefrom.
The Bank shall have the full security interest in the foregoing collateral, irrespective of when or the order in which it is provided. The interest secured includes all past and present indebtedness and any indebtedness hereafter created because of the business transaction between the Bank and the Customer. The Bank has the right to set the maximum lien thereof at a value that is 120% of the indebtedness.

Article 8. Return or Replacement of Collateral and its Certificates
Any person who requests the Bank to return or replace the collateral, its title certificates, or other related documents or instruments, by tendering the receipt, certificate of custody, account passbook, specimen, or other certificates or invoices initially issued by the Bank to the Customer or collateral provider, as the case may be, is deemed the duly authorized representative of that Customer or collateral provider, and the Bank may then return or replace the collateral accordingly unless the Bank knows or has reasonable grounds to know that aforementioned person is not authorized to do so.

Article 9. Note Receivable
If the Customer indorses and transfers a negotiable instrument to the Bank as collateral or repayment of the indebtedness, the Customer agrees to the following:
1. For the convenience of bookkeeping, the Bank may collect the payment made pursuant to that negotiable instrument, accrue it to certain amount, and set it off against the Customer's indebtedness. The Customer remains liable for any balance of the indebtedness, if any.
2. After the Bank has collected the payment made pursuant to the aforementioned negotiable instrument upon its maturity, subject to the Bank's prior written consent, the Customer may again provide security by deliver another negotiable instrument of equal or greater value than the one collected by the Bank. The Bank shall then remit, credit, and deposit that amount in the Customer's account with the Bank or another financial institution. The Customer remains liable for any balance of any and all indebtedness according to its terms and conditions in the related IOUs or negotiable instruments.
3. If the aforementioned negotiable instrument is not accepted or honored, and the Customer fails to handle the situation in a designated time of period or cannot be notified, the Bank may settle the collection matter with that obligor of such negotiable instrument at an amount less than its face value, at the Bank's sole discretion or depending on the financial condition of the obligor of that negotiable instrument.

Article 13. Causes of Confirmation of Secured Credit Rights

If the amount of the encumbrance created on the collaterals is the maximum mortgage amount and/or maximum pledge amount, the Bank may unilaterally suspend the credit extensions or transactions and refrain from engaging in other credit extensions or transactions in case of the occurrence of any of the following events:

- 1 The original date of confirmation of the credit rights is due.
- 2 The modification of the scope of the secured credit rights or another event causes the original credit rights to stop arising.
- 3 The legal relationship from which the secured credit rights arise has been terminated or has extinguished as a result of another event.
- 4 The Bank refuses to allow any credit rights to continue to arise, or there is an instance under Article 881-5 or 881-7 of the Civil Code where the Customer [including the jointly and severally liable borrower] or the collateral provider requests for confirmation.
- 5 The Bank petitions for a ruling to auction the collaterals, or requests for the assignment of the ownership of the collaterals according to the provision of Article 873-1 of the Civil Code, or the making of an agreement according to the provision of Article 878 of the Civil Code.
- 6 The collaterals are attached by the court upon another creditor's petition for compulsory execution, and the Bank is aware of, or has been notified by the execution court of this fact. However, this restriction shall not apply to the circumstance where the attachment on the collaterals is revoked.
- 7 The Customer, the jointly and severally liable debtor, or the mortgagor/pledgor is adjudicated bankrupt by the court. However, this restriction shall not apply to the circumstance where the court's adjudication is annulled and the annulment is confirmed.
- 8 There is an instance as mentioned in Article 881-10 of the Civil Code.
- 9 There are other circumstances which cause the original credit rights to be confirmed.

The Customer or the collateral provider irrevocably agrees that, where it asserts confirmation of the credit rights secured by a maximum mortgage amount/ maximum pledge amount, such assertion shall be made in writing and posted or delivered to the Credit Risk Unit of the Corporate Banking Department of the Bank's head office, and that the assertion shall become effective only on the day after the date on which it was served on the Bank's head office.

丁：個別商議條款 (D: Individually Negotiated Clauses)

立約人 (或共同發票人或擔保物提供者或小本票發票人或本票保證人) 專用:

For exclusive use by the Customer (including, without limitation any and all co-makers of negotiable instrument, collateral providers, or makers of promissory notes issued to secure each drawdown) :

立約人特此聲明已於合理期間審閱全部條約，尤其對甲：通用條款：第一、五、九、十條，乙：一般條款：第一、二、五、六、七、十、十二、十四、十五、十六，丙：擔保條款：第六、十二、十三條等條款經雙方個別商議後，本人完全充分瞭解其內容並同意後始蓋章。

The Customer (s) hereby represents and warrants that I have had a reasonable time and opportunity to reviewed all the provisions contained in this Agreement, and I have specifically negotiated the following provisions: (1) Articles 1, 5, 9 and 10 of the Common Provisions; (2) Articles 1, 2, 5, 6, 7, 10, 12, 14, 15 and 16 of the General Provisions, and (3) Articles 6, 12 and 13 of the Security Provisions. The Customer (s) fully understand the content of all the provisions contained herein and consent to the terms and conditions hereof. The Customer (s) hereby execute this Agreement by the following chop or signature.

(蓋章) (Chop)	(蓋章) (Chop)	(蓋章) (Chop)
(蓋章) (Chop)	(蓋章) (Chop)	(蓋章) (Chop)

Base Interest Rate

TAIBOR
FIXING
RATE

I	1/13 ~ 4/12	4/13 ~ 7/12	7/13 ~ 10/12	10/13 ~ 1/12
II	12/1 ~ 12/31	3/1 ~ 3/31	6/1 ~ 6/30	9/1 ~ 9/30

- A. 1/13 4/13 7/13 10/13
- B. 3 6 9 12 TAIBOR 2 3

10

One: Quarterly Base Rate Benchmark

The definition of Quarterly Base Rate Benchmark [The monthly average rate of three-month "Taipei Interbank Offered Rate" [hereinafter TAIBOR] plus the "Bank's operation costs".

- The information is sourced from the FIXING RATE published daily by the Bankers Association of the Republic Of China, Taipei Interbank Money Center.
- The adjustment will be made once every three months:

I Interest Rate Effective Date	1/13 ~ 4/12	4/13 ~ 7/12	7/13 ~ 10/12	10/13 ~ 1/12
II Sample Date	12/1 ~ 12/31	3/1 ~ 3/31	6/1 ~ 6/30	9/1 ~ 9/30

- (1) "Quarterly Base Rate" is adjusted and announced by the Bank on each January 13, April 13, July 13, and October 13 of each year.
- (2) The monthly average rate were sampling from the monthly average rate of three-month TAIBOR rate on March, June, September, and December of each year [which shall be the arithmetic average with the averages rounded to the nearest hundredth].
- 3. If the "Quarterly Base Rate" adjustment date falls on a weekend or holiday, the adjustment will be postponed to the first business day immediately following the purported adjustment date and that date will be deemed the adjustment date with respect thereto.
- 4. If an event of *Force Majeure* occurs that results in the Base Rate of the Bank to deviate from the market rate, the Bank has the right to change the composition formula of its Base Rate; on the condition that, at least 10 days prior to that change and subject to the approval from the Central Bank of China, the Bank first publishes the changed composition formula of the Base Rate at the Bank's business locations, its website, in the newspaper, magazine or other mass media.

TAIBOR
FIXING
RATE

I	13 ~ 12
II	1 ~

- A. 13

B. TAIBOR 2 3

10

Two: Monthly Base Rate Benchmark

The definition of Monthly Base Rate Benchmark is the monthly average rate of three-month “Taipei Interbank Offered Rate” (hereinafter TAIBOR) plus the “Bank’s operation costs”.

- The information is sourced from the FIXING RATE published daily by the Bankers Association of the Republic Of China, Taipei Interbank Money Center.
- The adjustment will be made once every month:

I Interest Rate Effective Date	the 13 th day of current month ~ the 12 th day of next month
II Sample Date	the 1 st day of the month prior to the interest rate taking effect ~ the last day of that month

- (1) “Monthly Base Rate” is adjusted and announced by the Bank at the 13th day of each month.
- (2) The monthly average rate shall be determined based upon the three-month TAIBOR average rate of the month prior to the instant effective month (which shall be the arithmetic average with the averages rounded to the nearest hundredth).
- If the “Monthly Base Rate” adjustment date falls on a weekend or holiday, the adjustment will be postponed to the first business day immediately following the purported adjustment date and that date will be deemed the adjustment date with respect thereto.
- If an event of Force Majeure occurs that results in the Base Rate of the Bank to deviate from the market rate, the Bank has the right to change the composition formula of its Base Rate; on the condition that, at least 10 days prior to that change and subject to the approval from the Central Bank of China, the Bank first publishes the changed composition formula of the Base Rate at the Bank’s business locations, its website, in the newspaper, magazine or other mass media.

1/13 ~ 4/12
 4/13 ~ 7/12
 7/13 ~ 10/12
 10/13 ~ 1/12
 12/1 ~ 12/31
 3/1 ~ 3/31
 6/1 ~ 6/30
 9/1 ~ 9/30

I 1/13 ~ 4/12	4/13 ~ 7/12	7/13 ~ 10/12	10/13 ~ 1/12
II 12/1 ~ 12/31	3/1 ~ 3/31	6/1 ~ 6/30	9/1 ~ 9/30

- 1/13, 4/13, 7/13, 10/13
- 3, 6, 9, 12
- 2, 3

Three: Quarterly Index 1 Rate Benchmark

The “Index 1 Rate” is composed of the monthly average of the One-Year New Taiwan Dollar IRS Interest Rate.

- The information is sourced from the TDSWO1AVG RATE published daily by the Bloomberg.
- The adjustment will be made once every three months:

I Interest Rate Effective Date	1/13 ~ 4/12	4/13 ~ 7/12	7/13 ~ 10/12	10/13 ~ 1/12
II Sample Date	12/1 ~ 12/31	3/1 ~ 3/31	6/1 ~ 6/30	9/1 ~ 9/30

- “Quarterly Index 1 Rate” is adjusted and announced by the Bank on each January 13, April 13, July 13, and October 13 of each year.
- The monthly average interest rate of the One-Year New Taiwan Dollar IRS Interest Rate is the average of the monthly rates of one-year New Taiwan Dollar IRS interest rate taken on each March, June, September, and December of each year (which shall be the arithmetic average with the averages rounded to the nearest hundredth).
- If the “Index 1 Rate” adjustment date falls on a weekend or holiday, that adjustment will be postponed to the first business day immediately following the purported adjustment date and that date will be deemed the adjustment date with respect thereto.
- If an event of Force Majeure occurs that results in the Index 1 Rate to deviate from the market rate, the Bank shall have the right to change the pricing index to the Base Rate; on the condition that, at least 10 days prior to that change, the Bank first publishes that change at the Bank’s business locations, its website, in the newspaper, magazine or other mass media.

1. 本行提供之「每月指數1利率基準」係指每日由彭博資訊(TD SWO1 AVG RATE)所公佈之一年期新台幣美元存款利率之每月平均利率。

I 利率	前月13日 ~ 本月12日
II 樣本日期	前月1日 ~ 本月最後一日

- A. 本行提供之「每月指數1利率基準」係指每日由彭博資訊(TD SWO1 AVG RATE)所公佈之一年期新台幣美元存款利率之每月平均利率。
- B. 本行提供之「每月指數1利率基準」係指每日由彭博資訊(TD SWO1 AVG RATE)所公佈之一年期新台幣美元存款利率之每月平均利率。

Four: Monthly Index 1 Rate Benchmark

The "Index 1 Rate" is composed of the monthly average of the One-Year New Taiwan Dollar IRS Interest Rate.

1. The information is sourced from the TD SWO1 AVG RATE published daily by the Bloomberg.
2. The adjustment will be made once every months:

I Interest Rate Effective Date	the 13 th day of Current Month ~ the 12 th day of Next Month
II Sample Date	the 1 st day of the month prior to the interest rate taking effect ~ the last day of that month

1. "Monthly Index 1 Rate" is adjusted and announced by the Bank at the 13th day of each month.
2. The monthly average interest rate of the One-Year New Taiwan Dollar IRS Interest Rate shall be determined based upon the average rate of the month prior to the instant effective month which shall be the arithmetic average with the averages rounded to the nearest hundredth.
3. If the "Index 1 Rate" adjustment date falls on a weekend or holiday, that adjustment will be postponed to the first business day immediately following the purported adjustment date and that date will be deemed the adjustment date with respect thereto.
4. If an event of Force Majeure occurs that results in the Bank's Index 1 Rate to deviate from the market rate, the Bank shall have the right to change the pricing index to the Base Rate; on the condition that, at least 10 days prior to that change, the Bank first publishes that change at the Bank's business locations, its website, in the newspaper, magazine or other mass media.

Special Provisions for Individual Credit Lines

General Credit Line Agreement

Article 1. Credit Line

This credit line is limited to the amount agreed upon between the Customer and the Bank.

Article 2. Term of Credit Facility

The term under and pursuant hereto shall begin on the date hereof and terminate on either the date the Customer fully performs all of its obligations hereunder or on a date otherwise agreed by the Bank and the Customer.

Article 3. Interest, Repayment Procedure, and Administrative Fees

Payment and repayment under and pursuant hereto shall be made by the Customer in accordance with the method set forth by the Bank or as agreed by the Bank and the Customer.

Overdraft Agreement

Article 1. Overdraft Account

Beginning on the date hereof, the Customer shall utilize any and all overdrafts from the checking deposit account that the Customer opened with Bank by issuing a cheque or cheques, or any other negotiable instrument approved by the Bank. The Customer shall also repay all overdrafts occurred prior to the date hereof in accordance with the terms and conditions hereof.

Article 3. Guarantee Service Fees

The guarantee service fee referenced herein must be paid according to the Bank's approved rate and relevant rules of the Bank; provided, however, the minimum charge will be NT\$1,000. If the Bank provides the guarantee in multiple instances or as a revolving facility, the fees must be paid according to the Bank's regulations applicable thereto. The guarantee service fee must be paid in full prior to the Bank's signing of the guarantee documents or instruments; otherwise the Bank may refuse to sign those documents or instruments. All taxes payable or to be withheld must be the paid or withheld by the Customer. If any exchange settlement fees, loan administration fees, postage, telephone charges, or any and all other costs and expense is incurred, the Customer shall also be liable thereto and reimburse the Bank in full.

Article 4. Service Fees Prior to Termination of Guarantee Obligation

If the Customer fails to perform its obligations to the Third Party Creditor during the term of the Bank's guarantee period, or the Customer fails to file for an extension thereof, or fails to be granted an extension thereof by the Bank, the Customer shall then immediately perform its obligations and pay the aforementioned guarantee service fees on that portion of the obligation that the Customer fails to perform to the Third Party Creditor to be evidenced by the books and records of the Bank and as calculated by the remaining amounts of guarantee that the Bank has disbursed or advanced after deducting the amounts of the repayment that has been waived by the Third Party Creditor in writing. If the Customer defaults its reimbursement of the amounts of guarantee payment previously disbursed or advanced by the Bank for a period less than six months, the guarantee service fees will be calculated on a six months basis; if the Customer defaults for more than six months but less than one year, that fee will be calculated on a twelve months basis and so on based on a six months unit. The guarantee service fee must be paid within seven days after its maturity. If the guarantee period is shortened, the paid fees will not be refunded.

Article 5. Principal, Interest, and Penalty for Advanced Funds

If the Bank disburses or advances funds in connection with the delegated guaranteed payment and any other charges for delay payment, interest, penalties, delayed interest, or any other costs or expenses related to the guarantee, the Customer shall immediately reimburse the amounts disbursed or advanced by the Bank, notwithstanding that the amounts so disbursed or advanced by the Bank exceeds the limit of the guarantee amount. The Customer shall further repay the Bank interest payment on the amounts so disbursed or advanced by the Bank at the interest rate that is the Bank's Base Rate plus 4% per annum. If the Bank adjusts any of its relevant interest rate subsequent to the date of the funds were disbursed or advanced, the Customer shall repay the Bank in accordance with the newly established Primate Rate plus 4% per annum calculated from the date of that adjustment and pay any and all penalties calculated and applied from the date of the funds were disbursed or advanced by the Bank.

Article 6. Fluctuation of Foreign Currency Exchange Rate

If the guaranteed amount is calculated based on a foreign currency, the risk of exchange rate fluctuation shall be borne by the Customer. If the Bank incurs any loss or damage as a result of exchange rate fluctuations, Customer agrees to fully compensate and indemnify the Bank thereof. Except as otherwise agreed, the conversion of the foreign currency guaranteed amount into New Taiwan Dollars will be calculated based on the most adverse exchange rate during the guarantee period, or as otherwise determined by the Bank.

Article 4. Advanced Interest and Default Penalties

If the Customer requests the Bank to accept or guarantee the payment of a negotiable instrument, prior to the maturity date thereof, the Customer shall deposit sufficient funds into the Customer's account with the Bank for the purpose of making the payment thereof. If that deposit is delayed for any reason, and the Bank advances any funds thereof, after receipt of notice from the Bank, the Customer shall immediately reimburse the Bank for the funds so advanced and any applicable interest, penalties, fees, charges, costs and expenses thereof. The interest rate will be calculated from the date of Bank's advance and will be calculated based on the Bank's Base Rate at that date plus 4% per annum. If the Bank adjusts its relevant interest rate, that portion of the interest on or after the adjustment date will be calculated based on Bank's newly adjusted Base Rate plus 4% per annum. The Customer shall also pay any and all penalties in accordance with the Bank's policies, regulations and guidelines.

Article 5. Service Fees

The Customer shall pay the Bank any and all service fees incurred by the Customer to the Bank pursuant to the provisions contained herein or in the Bank's policies, regulations or guidelines. The payment must be made at once at the time of the acceptance or guarantee, provided that the amount thereof shall be more than NT\$1,000.

Article 6. Reimbursement of the Advances

Notwithstanding that the Bank advanced the funds subsequent to the agreed upon acceptance date or the guarantee period, the Customer shall compensate and reimburse the Bank for the performance of all of its obligations resulting therefrom under or pursuant to the Customer's request. If the Bank advances any funds or suffers any losses or damages as a result of its performance in compliance with the Customer's instruction to accept or guarantee one or more negotiable instruments, irrespective of whether the Customer is at fault, the Customer shall immediately repay the amounts of the negotiable instrument, delay interest, penalties and all other fees, charges, costs, and expenses, and shall compensate and reimburse the Bank for all losses and damages incurred thereby, unconditionally and without any objection.

Agreement for Delegation to Draw Domestic Letters of Credit

Article 1. The term of this agreement begins on the date hereof and terminates on the date the Customer fully performed all of its obligations and repay all of its indebtedness. With respect to a draft issued under a letter of credit that is issued pursuant to a provision contained herein, notwithstanding that the maturity date of that draft is subsequent to the expiration of the term hereof, the Customer remains liable for all obligations thereof. When the Customer applies to the Bank for the issuance of a letter of credit, the Customer shall deliver to the Bank the relevant application form and all other documents, instruments or materials requested by the Bank as well as apply for an advance of funds from the Bank. The Customer agrees to repay each of the indebtedness incurred by the Bank in connection with the issuance of the letters of credit thereof by the Bank.

Article 2. The domestic letters of credit referred herein mean the domestic sight letters of credit or domestic usance letters of credit, as the case may be. The term of the draft issued under the domestic usance letters of credit shall not exceed the agreed time period.

Article 3. The Customer acknowledges that the amounts set forth in its application for the issuance of letter of credit and all interest and charges resulting there from are the amounts that the Bank advances or guarantees the payment on behalf of the Customer. By the application for the issuance of a letter of credit or any or all documents or instruments relating to the draft there under, the Customer authorizes the Bank to pay any amount shown on the relevant drafts drawn under each of the letters of credit.

Article 4. In every instance that the Customer applies for the issuance of a letter of credit, it shall first deliver to the Bank a promissory note which does not require a certificate of protest for its enforcement and where the Bank serves as the paying agent. That promissory note is served as the repayment method for all of the Customer's indebtedness incurred hereunder.

Article 5. The Customer acknowledges that the promissory note that was delivered to Bank pursuant to the foregoing Article 4 is the method by which the Customer shall repay its indebtedness created hereunder, which method is the indirect payment method under the Civil Code, and shall exist in conjunction with the indebtedness incurred hereby.

Article 6. In accordance with the Bank's review and determination, if the drafts and all related documents, presented in accordance with the provisions set forth in the letter of credit issued pursuant to this Agreement match the form and substance set forth in that letter of credit, the Bank shall immediately advance, or accept and advance, the issued amounts thereto. Irrespectively of whether the Customer is notified orally or in writing, the Customer shall repay with interest all funds advanced within 10 days from the date of that advance. Interest payable for the advanced amounts will be calculated based on the Base Rate of the Bank at the date of the advance, plus 4% per annum. In the circumstance of acceptance, the Customer shall then deposit the amounts in equivalent to the issued amounts to an account opened with the Bank prior to the maturity date. If the aforementioned period has expired, and the Customer fails to repay or deposit those amounts, the Customer shall immediately pay the interest, calculated according to the Bank's New Taiwan Dollar Base Rate plus 4% per annum, plus all penalties incurred in accordance with the Bank's policies, regulations, and guidelines. Notwithstanding any controversy or dispute arising from the discovery that the aforementioned drafts or documents related thereto, were forged, changed or altered, or there exists any other reason, [including, without limitations, the instance where the product quality or quantity deviates from what is shown on the documents or instruments], the Bank shall not be responsible thereto, and the Customer shall not, for any reason, object to or refuse payment.

Article 7. Upon receipt of notice from the Bank, the Customer shall immediately pay any and all charges and expenses incurred in connection with the application and issuance of letters of credit.

Article 8. So long as it is not attributable to the fault of the Bank, the Bank shall not be responsible for any error or delay occurred during the transmission of the letter of credit issued pursuant hereto by the transmission agency, any error in interpreting any technical terminology thereto, any delay in arriving at the place of delivery, any losses, damages, deterioration or destruction, whether in quality, volume, or value of the documents or the goods shown on the documents, any losses or damages occurred during their transportation or subsequent to their arrival at the place of delivery resulting from the insufficiency of the insured amount or the lack of insurance thereof, any hindrance, confiscation, or detention by a third party or for any other reason or reasons whatsoever. Notwithstanding the occurrence of any of the above event, the Customer shall pay the full issued amount under that letter of credit.

Article 9. If any losses or damages occur to the purchased goods shown on the letter of credit resulting from any failure to perform, delivery, or delay by the beneficiary of the letter of credit, or resulting from any other force majeure event, the Customer shall bear all responsibility.

Article 10. If any matter with respect to the operation, responsibilities, or obligations under the letter of credit is not provided herein, the Customer agrees that the Uniform Customs and Practice for Documentary Credits set forth by the International Chamber of Commerce, and the INCOTERMS shall be incorporated therein as an integral part thereof. The Customer agrees to be bound by those terms.

Article 11. The Customer agrees to duly insure, with sufficient loss benefit, all merchandise or inventory set forth under each letter of credit, or any collateral provided by the Customer. Subject to the Bank's prior approval, the Customer shall name the Bank as the beneficiary to that insurance [or include the specific clauses in connection with the mortgage or any other lien therein] .. All fees, charges, costs, and expenses relating thereto are for the account of the Customer. If the Customer delays in insuring or fails to renew the policies, the Bank has the right, but not the obligation, to advance funds for the insurance premium or any other fees and expenses thereof. The Customer shall repay any and all funds advanced by the Bank. If the Customer delays in repaying the funds, the Customer shall be liable for any and all interest incurred pursuant to Article 6 of this agreement.

Article 12. The Customer agrees to provide all transport documents, all purchased goods shown on each letter of credit, and all other collateral provided hereto, as a security for the indebtedness under each draft issued pursuant to any letter of credit. This Agreement constitutes the conclusive proof of the creation of that security interest. The aforementioned purchased goods include, without limitation, all income from sales thereof after value-added process [including cash or notes]. If the aforementioned goods has been processed for export, the Customer agrees to undertake export negotiation at the Bank in order to repay its indebtedness as set forth herein.

Article 13. In the event that the collateral is in the danger of being lost, damaged, deteriorated, destroyed, or its value has declined for any other reason or reasons, the Customer agrees to immediately supplement it by providing additional collateral. If the Bank deems it necessary, the Bank may dispose the collateral in any manner to set off any proceeds received thereby against any principal or interest of the Bank's advanced funds and any and all costs and expenses incurred in connection thereto.

Article 14. If the Customer fails to perform any obligation under the provisions contained herein, or the Bank deems that the Customer unable to repay its indebtedness when due, the Bank may, at any time, request the Customer to repay each indebtedness, and directly dispose the collateral, without notifying the Customer, to effectuate any set-off of the Bank's advanced funds, and any and all fees, charges, costs, or expenses incurred in connection thereto. If the Customer has any other property deposited with the Bank, the Bank may further retain that property and directly effectuate any set-off thereof.

Agreement for Delegation to Draw Sight Letters of Credit

Article 1. The Customer shall apply to the Bank for the issuance of letters of credit by submitting the relevant application form and apply for the Bank to advance funds in foreign currency. The Customer shall repay each indebtedness created pursuant to the provisions contained herein. The Customer shall not object by reason of other application for letter of credit or for any other reasons.

Article 2. The funds drawn down pursuant to this agreement may be drawn in other foreign currency. The interest on these foreign currency draw downs shall be calculated according to the interest rate used by the Bank for other foreign currency advances and Articles 7 and 8 hereof. If the amounts advanced by the Bank exceeds the amounts set forth herein as a result of exchange rate fluctuation or any other reasons, the Customer and guarantor, if any shall immediately repay the excess portion.

Article 3. The Customer authorizes the Bank to pay the draft issued under and pursuant to each issued letter of credit.

Article 4. The Customer shall deliver to the Bank each import permit [or the second slip of the specialized application for the issuance of letters of credit for permit-exempt goods]. The Customer stipulates that the amount advanced by Bank includes the difference between amount shown on the foreign exchange settlement receipt or trade certificate and the foreign exchange settlement amounts, [i.e. the unsettled exchange amounts], as well as all applicable interest, penalties, and related fees and charges. The Customer further agrees to use the foreign exchange settlement receipt or trade certificate for verification, and shall raise no objections.

Article 5. The Customer agrees to provide the transport documents and import goods under each letter of credit as collateral for the indebtedness created under each letter of credit. This agreement constitutes the conclusive proof of the creation of that security interest. If the Customer fails to repay the advanced amounts pursuant hereto, or the Bank determines that the Customer is unable to repay those amounts when due as a result of a decline in its financial standing, the Bank may declare and claim those imported goods from the Customs Administration and auction or freely dispose those goods [in its sole discretion with respect to the method, time, price thereof], as well as other collateral provided to the Bank as security, to set off the Bank's advanced amount and any and all other fees and charges incurred thereof [including taxes, warehouse rent, and transport fees disbursed in declaring and claiming of the goods]. If there is any insufficiency thereof, the Customer shall jointly remain responsible thereof.

本行辦理信用狀業務，應由客戶提供下列資料，以資審核：
一、信用狀申請書
二、信用狀副本
三、信用狀影本
四、信用狀影本

1. 信用狀申請書
2. 信用狀副本
3. 信用狀影本
4. 信用狀影本

Article 6. The Customer shall repay each advanced amounts and pay each interest payment within ten days after the receipt of notice in writing or orally from the Bank upon the arrival of the transport documents under each letter of credit. The Customer shall further repay the Bank either by its own foreign currency or by settling a foreign exchange based on the Bank's spot exchange selling rate on the date of the repayment; except if any of the following events occurs, the repayment method will be as set forth therein:

1. If the transport documents arrive prior to the arrival of the goods, the Customer may provide verification documents from the shipping company and make repayment within three days after the arrival of the goods. But if the goods have not arrived thirty days after the Bank has issued the notice in connection with the arrival of transport documents, the Customer shall immediately repay in full.
2. If the goods arrive prior to the arrival of the transport documents, and a delivery against letter of guarantee is required to be undertaken, the Customer shall immediately make repayment. This shall also apply when the endorsement on the countersigned bill-of-lading is provided upon application.
3. If the letter of credit has expired but the transport documents received after that date conform to the conditions during negotiation, the Customer shall immediately repay in full.
4. If the goods are shipped in installment, the Customer shall repay the Bank's advanced amount in proportion to the goods shipped in each installment as set forth in each transport document. In the event that the multiple shipments are shipped by air, the Customer agrees to repay the advance on the letter of credit in lump sum, unless otherwise approved by the Bank.

本行辦理信用狀業務，應由客戶提供下列資料，以資審核：
一、信用狀申請書
二、信用狀副本
三、信用狀影本
四、信用狀影本

Article 7. If the Bank advances funds, the interest on the advance shall be calculated beginning the date of the Bank's actual advance and terminating on the repayment date determined herein. If the letter of credit contains a provision authorizing a deduction, the date of the Bank's actual advance shall be the date of that deduction. If the letter of credit does not contain a provision authorizing the deduction, the date of the Bank's actual advance shall be the date of the Bank's book-entry and issuance of payment notification. The interest shall be calculated by the rate of interest as agreed by the Bank and the Customer on the relevant advance date, and shall be settled and paid in lump sum with the repayment of each advance.

Article 8. If the Customer delays the repayment of each advanced funds and interest thereof, the Customer shall pay default interest calculated according to the greater of the Bank's "New Taiwan Dollar Base Rate plus 4% per annum" or "Foreign Exchange Credit Line Rate of Interest", beginning on the date of the delay. The Customer further agrees to pay any penalties incurred thereof.

本行辦理信用狀業務，應由客戶提供下列資料，以資審核：
一、信用狀申請書
二、信用狀副本
三、信用狀影本
四、信用狀影本

Article 9. If the Bank issues a letter of guarantee for delivery of goods or endorses a countersigned bill-of-lading at the Customer's application and request, and the product name, format, unit price, total price, or delivery terms and conditions deviates from those contained in the later arriving transport documents, the Customer shall pay any supplementary payments and handle all other tasks in accordance with the transport documents. If the Bank incurs any losses or damages as a result of the discrepancy between the contents of the documents endorsed by the Bank and the transport documents received, the Customer shall compensate and indemnify the Bank for any and all losses and damages therefrom. This application for letter of guarantee or endorsement of a countersigned bill-of-lading, as the case may be, is incorporated herein by reference and made a part hereof. The Customer shall abide by all terms and conditions therein.

Article 10. If the Bank incurs any losses or damages in the goods [including goods in transit] under each letter of credit, as a result of the seller's [letter of credit beneficiary's] failure to perform its obligation, late delivery of goods, or other force majeure event, the Customer shall bear the responsibility and fully indemnify the Bank. If the letter of credit beneficiary is unable to receive the whole or a portion of the amount under each letter of credit, or the letter of credit has expired, the Bank may reclaim the funds to set it off against Bank's advanced funds under each letter of credit.

Article 11. The Customer shall obtain the Banks consent with respect to the types of the insurance and relevant insurance conditions for the insurance of the goods set forth in each letter of credit. If the goods are imported pursuant to FOB, C&F, or other similar pricing conditions, the Customer shall duly insure the goods, name the Bank as beneficiary, and provide the originals of the insurance policy and insurance premium invoice to the Bank for safekeeping. The Customer shall bear any and all related insurance costs and expenses. If the Customer delays insuring or fails to renew the policy, the Bank has the right, but not the obligation, to advance funds and insure the goods on Customer's behalf. The Customer shall repay any and all funds advanced by the Bank. If the Customer delays its repayment, the Bank may roll that amount to Customer's total indebtedness, and the Customer shall pay interest and penalties in accordance with Articles 7 and 8 of this agreement.

Article 12. Any person who requests the Bank to return or replace the collateral by tendering records of the import documents or certificate of custody initially received by the Customer, shall be deemed as the duly authorized representative of the Customer, and the Bank shall be entitled to so return or replace the collateral. The Customer shall bear full responsibility for any controversy or dispute arising there from.

Article 13. So long as it is not attributable to the fault of the Bank, the Bank shall not be responsible for any error or delay occurred during the transmission of the letter of credit issued pursuant hereto by the transmission agency, any error in interpreting any technical terminology thereto, any delay in arriving at the place of delivery, any losses, damages, deterioration or destruction, whether in quality, volume, or value of the documents or the goods shown on the documents, any losses or damages occurred during their transportation or subsequent to their arrival at the place of delivery resulting from the insufficiency of the insured amount or the lack of insurance thereof, any hindrance, confiscation, or detention by a third party or for any other reason or reasons whatsoever. Notwithstanding the occurrence of any of the above event, the Customer shall pay the full issued amount under that letter of credit.

Article 14. The Customer acknowledges that it shall, in accordance with the repayment date set forth in Article 2, repay the Bank for any acceptance or payment undertaken following verification that the draft and all related documents issued under the letter of credit provisions in this Agreement conform to the terms and conditions set forth in the letter of credit. Notwithstanding any controversy or dispute arising from the discovery that the aforementioned drafts or documents related thereto, were forged, changed or altered, or there exist any other reason or reasons, [including, without limitations, the instances where the product quality or quantity deviates from what is shown on the documents or instruments], the Bank shall not be responsible thereto, and the Customer shall not, for any reason, object to or refuse payment.

Article 15. If matters with respect to the operation, responsibilities, or obligations under the letter of credit are not provided herein, the Customer agrees that the Uniform Customs and Practice for Documentary Credits set forth by the International Chamber of Commerce, and the INCOTERMS shall be incorporated therein as an integral part thereof. The Customer agrees to be bound by those terms.

Agreement for Delegation to Draw Usance Letters of Credit

Article 1. Each time the Customer applies to the Bank for the issuance of a usance letter of credit, the Customer shall provide the relevant application form with the Bank. The Customer acknowledges that the amount paid by the Bank for foreign guarantee or advanced by the Bank on behalf of the Customer shall include the difference between amount shown on the foreign exchange settlement receipt or the trade certificate and the foreign exchange settlement amount [i.e., the unsettled exchange amount] within the agreed limit, as well as applicable interest, penalties, and related fees and charges. The Customer further agrees to use the foreign exchange settlement receipt or trade certificate for verification, and agrees to repay each indebtedness according to the provisions set forth herein.

Article 2. If the Customer purchases goods in a jurisdiction where the legal currency is not US dollar, the Customer may apply for issuance of usance letters of credit in other foreign currency. But the total amount in each usance letter of credit shall be converted into U.S. dollars by using an exchange rate specified by the Bank, and the revolving amount shall be within the agreed limit. If the Bank's advanced amount exceeds the agreed limit due to exchange rate fluctuation or other reasons, the Customer shall be responsible for repaying the excess portion.

Article 3. In addition to the collateral provided in accordance with the agreement with the Bank the Customer agrees to provide the transport documents and import goods in each letter of credit, as collateral for each letter of credit. This agreement constitutes the conclusive proof of the creation of that security interest. If the Bank deems that the Customer may be unable to make payment due to a decline in its financial standing after arrival of the goods, the Bank may claim the goods and execute its security interest. The Bank may further auction or, at its discretion with respect to method, time, and price, dispose of the goods. If there is any insufficiency, the Customer agrees to pay the difference thereof. The Customer further agrees to immediately repay any and all other advanced fees and charges incurred in the claiming of the goods, including taxes, warehouse rent, and transport fees.

Article 4. If a revolving usance letter of credit is issued hereunder, the maximum period may not exceed the agreed number of days, and the repayment date shall be determined according to the expiry of the draft or payment provided in the letter of credit issuance application form. If the Bank makes advances, the interest on the advance shall be calculated beginning the date of the Bank's actual advance. [If the letter of credit contains a deduction authorization provision, the date of the Bank's actual advance shall be the date of deduction. If the letter of credit does not contain a deduction authorization provision, the date of the Bank's actual advance shall be the date of the Bank's book-entry and issuance of payment notification.] The interest shall be calculated by the interest rate as agreed by the Bank and the Customer on the relevant advance date, and shall be settled and paid in lump sum with the repayment of each advance.

Article 5. The Customer shall immediately handle the tasks of declaring and claiming the goods upon the arrival of each transport document issued under the letters of credit pursuant hereto. If the Bank incurs any loss or damage as a result of the Customer's delay or failure to handle the matter, the Customer shall compensate and indemnify the Bank for any and all losses and damages thereof. The Customer shall further handle the matters according to the Bank's instruction, and shall raise no objections.

Article 6. The Customer shall repay the principal and interest on each advance no later than the usance letter of credit repayment date. The Customer shall repay the Bank in either original currency or New Taiwan Dollars converted by using the Bank's spot exchange selling rate on the date of the repayment. If the Customer delays in repaying, the Customer shall pay default interest and penalties calculated according to the greater of the Bank's "New Taiwan Dollar Base Rate plus 4% per annum" or "Foreign Exchange Credit Line Rate of Interest", beginning on the date of the delay.

Article 7. If the Bank issues a letter of guarantee for delivery of goods or endorses a countersigned bill-of-lading at the Customer's application and request, and the product name, format, unit price, total price, or delivery terms and conditions deviates from those contained in the later arriving transport documents, the Customer shall pay any supplementary payments and handle all other tasks in accordance with the transport documents. If the Bank incurs any losses or damages as a result of the discrepancy between the contents of the document endorsed by the Bank and the transport document received, the Customer shall compensate and indemnify the Bank for any and all losses and damages therefrom. This application for letter of guarantee or endorsement of a countersigned bill-of-lading, as the case may be, is incorporated herein by reference and made a part hereof. The Customer shall abide by all terms and conditions therein.

Article 8. If the Customer applies for issuance of a usance letter of credit, it shall first convert the agreed amount or the indebtedness amount under each letter of credit into New Taiwan Dollars by using the exchange rate determined by the Bank. The Customer shall at once or in multiple instances, as the case may be, issue a promissory note in which a monetary institution is the paying agent and does not require the certificate of protest for its enforcement. The Customer shall deliver that promissory note to the Bank as a back-up for repayment. If the Customer is unable to perform the above, the Bank may independently execute its rights against the promissory note in accordance with the Law of Negotiable Instruments. In the event that the promissory note amount is insufficient to repay the indebtedness due to foreign exchange rate fluctuation, or the interest claimed by the foreign bank exceeds the interest calculated according to Article 4, the Customer agrees to pay any insufficiency thereof.

Article 9. The Customer shall obtain the Banks consent with respect to the types of the insurance and relevant insurance conditions for the insurance of the goods set forth in each letter of credit. If the goods are imported pursuant to FOB, C&F, or other similar pricing conditions, the Customer shall duly insure the goods, name the Bank as beneficiary, and provide the originals of the insurance policy and insurance premium invoice to the Bank for safekeeping. The Customer shall bear any and all related insurance costs and expenses. If the Customer delays insuring or fails to renew the policy, the Bank has the right, but not the obligation, to advance funds and insure the goods on Customer's behalf. The Customer shall repay any and all funds advanced by the Bank. If the Customer delays it repayment, the Bank may roll that amount to Customer's total indebtedness, and the Customer shall pay interest and penalties in accordance with Articles 4 and 6 of this agreement.

Article 10. If the Bank incurs any losses or damages in the goods [including goods in transit] under each letter of credit, as a result of the seller's [letter of credit beneficiary's] failure to perform its obligation, late delivery of goods, or other force majeure event, the Customer shall bear the responsibility and fully indemnify the Bank. If the letter of credit beneficiary is unable to receive the whole or a portion of the amount under each letter of credit, or the letter of credit has expired, the Bank may reclaim the funds to set it off against Bank's advanced funds under each letter of credit.

Loan Agreement for Import Collection on Purchased Goods

Article 1. If the Customer repays the purchase price for imported goods by way of collection, the Customer shall apply for an advance in foreign currency from the Bank and provide the related documents. The Customer shall repay each indebtedness according to the provisions set forth herein.

Article 2. The amount set forth herein may be drawn in a foreign currency, and its interest will be calculated according to interest rate used by the Bank in providing foreign currency advances, and subject to Articles 5 and 8 of this Agreement. If, as a result of exchange rate fluctuation or other reasons, the amount advanced by the Bank exceeds the amount set forth in this Agreement, the Customer shall repay the excess portion.

Article 3. The Customer authorizes the Bank to pay the amount under the bill of exchanges pursuant to a document against acceptance or document against payment method.

Article 4. The Customer shall deliver to the Bank each import permit or the second slip of the specialized application for the issuance of letters of credit for permit-exempt goods. The Customer stipulates that the amount advanced by Bank includes the difference between amount shown on the foreign exchange settlement receipt or trade certificate and the foreign exchange settlement amount [i.e. the unsettled exchange amount], as well as applicable interest, penalties, and related fees and charges. The Customer further agrees to use the foreign exchange settlement receipt or trade certificate for verification, and shall raise no objections.

Article 5. The maximum period for foreign currency advances pursuant to this Agreement shall not exceed the agreed number of days, and interest shall be calculated by using the agreed rate of interest, beginning on the date of the advance by the Bank.

Article 6. The Customer shall immediately handle the tasks of declaring and claiming the goods upon the arrival of each transport document issued under the letters of credit pursuant hereto. If the Bank incurs any loss or damage as a result of the Customer's delay or failure to handle the matter, the Customer shall compensate and indemnify the Bank for any and all losses and damages thereof. The Customer shall further handle the matters according to the Bank's instruction, and shall raise no objections.

Article 7. The Customer agrees to provide the transport documents and import goods under each letter of credit as collateral for all of the Customer's indebtedness hereunder. This agreement constitutes the conclusive proof of the creation of that security interest. If the Customer fails to repay the advance amounts pursuant hereto, or the Bank determines that the Customer is unable to repay those amounts when due as a result of a decline in its financial standing, the Bank may declare and claim those imported goods from the Customs Administration and auction or freely dispose those goods [in its sole discretion with respect to the method, time, price thereof] as well as other collateral provided to the Bank as security, to set off the Bank's advanced amount and any and all other fees and charges incurred thereof [including taxes, warehouse rent, and transport fees disbursed in declaring and claiming of the goods]. If there is any insufficiency thereof, the Customer shall jointly remain responsible thereof.

Article 8. If the Customer is delayed in repaying each advance and applicable interest, the Customer agrees to pay default interest and penalties calculated according to the greater of the Bank's "New Taiwan Dollar Base Rate plus 4%" or "Foreign Exchange Credit Line Rate of Interest", beginning on the date of the delay.

Article 9. If the Bank issues a letter of guarantee for delivery of goods or endorses a countersigned bill-of-lading at the Customer's application and request, and the product name, format, unit price, total price, or delivery terms and conditions deviates from those contained in the later arriving transport documents, the Customer shall pay any supplementary payments and handle all other tasks in accordance with the transport documents. If the Bank incurs any losses or damages as a result of the discrepancy between the contents of the document endorsed by the Bank and the transport document received, the Customer shall compensate and indemnify the Bank for any and all losses and damages therefrom. This application for letter of guarantee or endorsement of a countersigned bill-of-lading, as the case may be, is incorporated herein by reference and made a part hereof. The Customer shall abide by all terms and conditions therein.

Article 10. If the Bank incurs any losses or damage as a result of seller's [foreign exporter's] failure to perform any provision, delay in delivery of goods, or other force majeure event, in any imported goods [including goods in transit], the Customer shall bear the responsibility and fully indemnify the Bank.

Article 11. The Customer shall obtain the Banks consent with respect to the types of the insurance and relevant insurance conditions for the insurance of the goods set forth in each letter of credit. If the goods are imported pursuant to FOB, C&F, or other similar pricing conditions, the Customer shall duly insure the goods, name the Bank as beneficiary, and provide the originals of the insurance policy and insurance premium invoice to the Bank for safekeeping. The Customer shall bear any and all related insurance costs and expenses. If the Customer delays insuring or fails to renew the policy, the Bank has the right, but not the obligation, to advance funds and insure the goods on Customer's behalf. The Customer shall repay any and all funds advanced by the Bank. If the Customer delays its repayment, the Bank may add that amount to Customer's total indebtedness, and the Customer shall pay interest and penalties in accordance with Articles 5 and 8 of this agreement.

Article 12. Any person who requests the Bank to return or replace the collateral by tendering the import documents or certificate of custody received by the Customer, shall be deemed as the duly authorized representative of the Customer. The Bank shall be entitled to return or replace the collateral, and if any controversy or dispute arises therefrom, the Customer shall bear full responsibility.

Agreement for Conversion of Currency in Foreign Currency Facility

The Customer has previously requested the Bank to provide foreign currency facility [hereinafter referred to as the "Original Agreements"]. As a result of Bank's approval to convert any foreign currency facility undertaken in the Original Agreements, the Customer hereby agrees to abide by the following terms and conditions:

Article 1. The Customer shall pay the balance of any foreign currency facility undertaken in the Original Agreements by the agreed currency, converted at the mutually agreed exchange rate, in accordance with the contents of the "Application Form for Conversion of Currency in Foreign Currency Facility" presented by the Customer.

Article 2. The collateral provided for the indebtedness under the original financing remains as the collateral provided for the indebtedness following the currency conversion. The maturity date and repayment method remain the same as set forth in the Original Agreements.

Article 3. The Customer agrees to calculate the facility interest, before and after the conversion, by using the Bank's prevailing rate of interest and markup applicable to the relevant currencies in that facility. The Customer further agrees to pay the Bank in New Taiwan Dollars, as converted at the Bank's prevailing spot exchange selling rate on the date of the repayment. If the Customer delays in repayment, the Bank may collect penalties calculated according to the Original Agreements.

Export Negotiation Agreement

Article 1. Within the amount agreed by the Customer and the Bank, the Bank may undertake negotiation or discounts with the Customer in accordance with domestic or foreign negotiable drafts or export documents signed or endorsed by the Customer. The parties hereby agree to the following: any and all provisions set forth in this Agreement shall be effective and valid forever and applicable at any time. Any and all negotiated drafts and/or documents signed or endorsed by the Customer shall comply with the provisions set forth in this Agreement, irrespective of whether the negotiation or discount was conducted with the Bank directly or through any other person. Unless otherwise requested by the Bank, it shall be unnecessary to re-execute this Agreement for each negotiation or discount.

Article 2. The Customer hereby agrees to provide the transport documents used to apply for negotiation/discount, and other relevant goods, as the collateral to secure any and all negotiated or discounted amount, interest, and any and all other expenses incurred by the Bank to negotiate or discount drafts and/or documents signed or endorsed by the Customer.

Article 3. The Customer acknowledges that any negotiation or discount undertaken by the Bank to the Customer is in the nature of an advance, not in the nature of an outright purchase, and the Bank retains its claim for repayment rights against the Customer at any time. If the Bank's discount bank, correspondent bank, or any bank associated with the letter of credit refuses to process the draft and/or document following the Bank's negotiation or discount due to a discrepancy between the terms and conditions of the letter of credit and the draft and/or documents, or the issuing bank refuses to make payment, or a difference in quality or quantity of the goods is discovered at the point of delivery or other venue, the Customer agrees to bear full responsibility. The Customer shall repay the negotiation/discount amount, interest [calculated by using the Bank's then interest rate in foreign currency loan on the date of the negotiation], and any and all accompanying costs and expenses after receipt of notice from the Bank. The Customer authorizes the Bank to provide a letter of guarantee to the issuing bank or accepting bank, without notice to the Customer as the Bank or its correspondent bank deems necessary. The Customer agrees to bear full responsibility for this guarantee.

Article 4. If any bank associated with the letter of credit, such as the paying bank, issuing bank, accepting bank, or confirming bank, is unable to repay the indebtedness and is therefore declared bankrupt, attached, subject to provisional attachment or injunction, auctioned, or apply for bankruptcy or settlement of its own accord, the Customer shall repay the negotiation/discount amount, interest, and any and all related fees to the Bank immediately upon receipt of notice from the Bank.

Article 5. If the negotiated draft and/or relevant document is lost or damaged in transit, or is deemed to be lost or damaged, or is failed to be delivered to the place of payment as a result of accident, such as mis-delivery, the Customer shall, without going through any legitimate proceeding, draw a new draft and/or relevant document according to the Bank's records immediately upon receipt of notice from the Bank or, if so requested by the Bank, immediately repay the negotiation/discount amount and any and all related fees.

Article 6. The Customer authorizes the Bank or its corresponding bank to deliver the negotiated draft and/or relevant document by any method deemed appropriate by the Bank or its corresponding bank.

Article 7. If the negotiated draft is defective in anyway, resulting in the failure to establish amount payable under the draft or due to statute of limitation or a procedure defect results in the discharge of amount payable thereunder, the Customer nevertheless shall repay to the Bank the face amount of that draft, as well as any interest accrued after the maturity date and any and all related fees and charges.

Article 8. If the Bank suffers any loss or damage as a result of a defective document, the Customer shall indemnify the Bank for any and all losses and damages thereof.

Article 9. Notwithstanding any forgery or theft of the Customer's signatures or chops used in the draft or any other document, if the Bank deems that the signature or chop conforms to the specimen preserved at the Bank or on the draft or other documents previously used by the Customer, the Customer shall bear full responsibility and indemnify the Bank for any and all losses or damages thereof.

Article 10. The Customer hereby authorizes any manager or representative of the Bank, or the current holder of the aforementioned draft and/or documents, to conduct any act [but not obligated to act] to fully insure the collateral or the draft or any other documents related thereto, including, without limitation, robbery, piracy or fire insurance. Any and all insurance premium and related expenses shall be borne by the Customer. The Bank shall have a priority claim to the draft, documents or collateral for an amount including the aforementioned fees. The Bank may dispose the collateral to secure their repayment or for payment to any third party who has advanced the insurance premium or other fees. This shall not affect the Bank's claims against other the debtors of the draft. The Bank may further sell a portion of the collateral in order to pay the necessary transportation, insurance, and other expenses, and may process any and all necessary matters on the Customer's behalf and charge the related fees. The Customer shall move the goods to a public or private wharf or warehouse in compliance with the instruction of the payer or acceptor, unless the Bank otherwise object to it.

Article 11. The Customer hereby authorizes any manager or representative of the Bank, or the current holder of the aforementioned draft and/or documents, to accept the conditional acceptance by the payer. After the draft maturity date and repayment of the draft amount, the Bank may use the draft as the collateral document and deliver it to the payer or acceptor. This authorization is also applicable to participated acceptance, but in the event that the payer stops disbursement prior to payment or acceptance, declares bankruptcy, or liquidates, the relevant matter shall be processed according to the following provisions.

Article 12. If deemed appropriate by the Bank, the acceptor of a draft, or other representative, the Bank is hereby authorized [but is not obligated] to deliver the goods in multiple shipments to any other person, at any time prior to the draft maturity date. But in the event that all of the goods or a portion thereof are delivered, an equivalent amount must be collected, and the amount must be in reasonable proportion to either the price indicated on the invoice or the amount indicated on the draft as the collateral.

Article 13. If the presented draft is rejected by the acceptor or the payer refuses to make payment upon the maturity date, the Customer waives its right to issue a certificate of protest, or, the payer or acceptor stops disbursement prior to the maturity date, declares bankruptcy, or undertakes liquidation measures, then any manager or representative of the Bank, or the current holder of the aforementioned bill of exchange and/or documents, is hereby duly authorized to sell all or a part of the collateral by a method deemed appropriate by the Bank or draft holder, irrespective of whether the draft has been conditionally accepted by the Acceptor. The aforementioned agent may further use these proceeds to repay the draft and its wiring fees after deducting relevant charges and commission fees. If a balance remains, the Bank or draft holder may use the amount to repay other drafts of the Customer [irrespective of whether there is collateral], or any amount owed to the Bank or any other unsettled amount with the Bank. In the event that the insured goods incur damage or loss, the Customer authorizes the Bank to collect the insurance compensation and process the balance, after deduction of administrative fees, in similar fashion to the selling of goods, in accordance with the above provision.

Article 14. If the net proceeds from sale of the goods are insufficient to repay the above negotiation/discount amount [including the loss incurred through exchange rate settlement], the Bank, or any manager or representative thereof, or the current holder of the draft and/or documents, may issue another draft for collection of any insufficiency, provided that the claim for such insufficiency to other endorsers will not be affected. The Customer hereby agrees the bill issued by the Bank or the holder of the draft and/or relevant documents shall be the certificate of the loss as a result of selling of goods. The Customer shall repay in full upon presentation of that draft.

Article 15. Notwithstanding any sale of goods, the Customer hereby authorizes the Bank, any manager or representative of the Bank, or the holder of the draft, before the draft maturity date, to accept the request by the payer or the acceptor to deliver to the payer or the acceptor the bill-of-lading or other relevant documents after receipt of payment. If the Bank or the holder of the draft allows payment before the draft maturity date, the relevant discount shall be calculated according to normal rate at place of payment.

Article 16. In the circumstance of document against acceptance bill, the Customer authorizes the Bank to deliver the bill-of-lading or relevant document which is attached to the draft as collateral to the acceptor after the acceptance. Under such instance, if the draft is due and the acceptor refuses to pay the amount due, the Customer is responsible for any and all losses and damages resulting therefrom. The Customer shall compensate the Bank for all or part of the amount shown on the draft or any additional exchange and processing fees. The Customer shall also further indemnify the Bank for any loss or damage therefrom.

Article 17. With respect to the operation, responsibilities, or obligations under the letter of credit, the Customer agrees that the Uniform Customs and Practice for Documentary Credits set forth by the International Chamber of Commerce, and the INCOTEREMS shall be incorporated therein as an integral part thereof. The Customer agrees to be bound by those terms.

Article 17. With respect to the operation, responsibilities, or obligations under the letter of credit, the Customer agrees that the Uniform Customs and Practice for Documentary Credits set forth by the International Chamber of Commerce, and the INCOTEREMS shall be incorporated therein as an integral part thereof. The Customer agrees to be bound by those terms.

Agreement for Purchase of Foreign Currency Bills

Article 1. The amount of purchasing of foreign currency bills shall be limited to the amount agreed between the Customer and the Bank.

Article 1. The amount of purchasing of foreign currency bills shall be limited to the amount agreed between the Customer and the Bank.

Article 2. There are no forgery, alteration, or other defects in the Customer's application to the Bank for the purchase of foreign currency bills. If the Bank thereafter incurs loss or damage as a result of the above, the Customer shall bear full responsibility.

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Article 3. If the Customer applies to the Bank for the purchase of a foreign currency bill, and the bill is lost or destroyed after delivery from the Bank as a result of any reason not attributable to the Bank [including the foreign agent bank], the Customer shall immediately repay the bill amount or provide the Bank with another foreign currency bill of comparable amount, and shall not cause the Bank to incur any loss or damage.

Article 4. If any purchased foreign currency bill is dishonored and therefore rejected, the Bank has no obligation to process a certificate of protest or undertake any other measures to secure the legal rights against the bill, unless otherwise delegated through written request and approved by the Bank.

Article 5. The Bank may select at its sole discretion any corresponding bank to act as the collecting bank. Notwithstanding that the Customer has requested the appointment of a collecting bank, the Bank may nevertheless freely change its appointment.

Article 6. For the purpose of loss prevention, securing its creditor's rights, or adhering to the banking practice, the Bank may inscribe any words or symbols on the front or back of any purchased foreign currency bill. If the inscribed bill is rejected, the Bank has no obligation to return the bill to its original form, and may return it in marked form to the Customer.

Article 7. The interest payable on foreign currency bills purchased by the Bank shall be calculated by using the Bank's specified rate of interest on the date of disbursement, beginning on the date of disbursement and plus, at the Bank's discretion, any interest applicable during the accounting period for the collected bill and deducted in advance. The service charge, postage and telephone fees, and research fees shall be calculated and disbursed by using the Bank's specified rate, and any insufficiency shall be supplemented.

Article 8. If the Bank cannot collect the amount on its foreign currency bill or the amount is withdrawn after credited into account due to rejection or dispute, irrespective of the reason, the Customer shall immediately repay the bill amount upon receiving notice from the Bank. The Customer shall further pay interest, calculated by using the foreign exchange credit line rate of interest on the date of the repayment, and any and all other fees. If the Customer delays or fails to make repayment, the Customer shall, in addition to paying default interest calculated by using the aforementioned rate of interest, pay breach penalties, calculated by using the amount of the bill and beginning the supposed date of repayment.

Article 9. The Customer agrees to abide by the provisions of the “Uniform Rules for Collection—ICC Publication” published by the International Chamber of Commerce, and further agrees to abide by the regulations set forth by the competent authority.

Export Loan Agreement

Article 1. The amount under this facility is limited to the amount agreed between the Customer and the Bank. The use of the proceeds is limited to payment of export financing and the Customer shall not use the proceeds for any other purpose. The Bank may make proper inspection at any time and the Customer shall not object thereto.

Article 2. The term of this facility shall begin on the date hereof and end on the agreed date. To apply for the revolving drawdown, the Customer shall submit the drawdown confirmation, export letter of credit export collection or other export related documents or materials. The maximum period for each loan shall not exceed the agreed number of days. Unless otherwise requested by the Bank, this agreement need not be re-executed.

Article 3. The interest payable for each loan will be calculated according to the interest rate shown on the drawdown confirmation or other related document or agreement.

Article 4. If the Customer fails to repay prior to the maturity date, the Customer shall pay interest accrued from the date of the default calculated by using the Bank’s Base Rate plus 4% per annum. If the Bank adjusts its interest, the Customer shall pay the interest accrued from the date of that adjustment calculated together with any and all penalties, which interest shall be calculated by using the Bank’s new annual Base Rate plus 4% per annum.

Article 5. If the Customer delegates the Bank to handle export foreign exchange settlement or export collection, any foreign exchange received there from shall be irrevocably delegated to the Bank for repayment of the loan on the negotiation date or the book-entry notification date of the collected funds, remitted funds, or collected amount under clean bills. The Customer shall conduct the aforementioned export negotiation, export collection, or remitted funds with the Bank in order to secure the source of the loan repayment.

Article 6. If the negotiable instruments, purchase orders, letters of credit, and other such documents provided by the Customer pursuant to a provision hereunder have had its payment collected in full prior to the applicable maturity dates, the Customer and guarantor agree that the Bank may prematurely set off the corresponding loan.

Article 7. If the Customer applies to the Bank for export negotiation and the payment was refused abroad, or funds under export collection are not collected at maturity date, or other instances where the foreign buyers fail to pay according to the agreement, the Customer and guarantor shall repay immediately and unconditionally.

Description of Specific Purpose for Collection	Specific Purpose and Code of Business	022 Foreign exchange business/ 067 Credit card, cash card, debit card or electronic stored value card business/ 082 Overall management of depositing and borrowing operation of deposit accounts and loan accounts/ 088 Loan approval and credit extension business/ 106 Credit extension business/ 111 Finance bills business/ 126 Creditor's rights discounting and acquisition business/ 154 Credit investigation/ 181 Other business registered as scope of business or prescribed in the Articles of Incorporation
	Specific Purpose and Code in Common	040 Marketing/ 059 Financial collect, process and use the information according to the laws and regulatory requirements/ 060 Financial dispute resolution/ 063 Collection, processing and utilization of personal information made by a non-government agency in respect of its statutory obligation/ 069 Affairs in relation to the management of contracts, quasi-contracts, or other legal relationships/ 090 Consumer, customer management and service/ 091 Consumer protection/ 098 Commercial and technical information/ 104 Account management and creditor's right trading business/ 136 Information <input type="checkbox"/> communication <input type="checkbox"/> and database management/ 137 Information and communication security and management/ 157 Investigation, statistics and research analysis/ 182 Other consulting and advisory services
Classification of the personal information collected	Name, I.D. card number, gender, date of birth, contact information, account information, transaction information and other information detailed in the relevant applications, agreements, contract, or from the business, accounts or services provided to the Customer or from third parties. <input type="checkbox"/> e.g., the Joint Credit Information Center <input type="checkbox"/>	
Period of using the personal information	<input type="checkbox"/> 1 <input type="checkbox"/> Within time period of specific purpose. <input type="checkbox"/> 2 <input type="checkbox"/> Retention period in accordance with the relevant laws/regulations <input type="checkbox"/> such as Business Entity Accounting Act etc. <input type="checkbox"/> or in line with business needs or individual contracts. <input type="checkbox"/> the longer period to be applied <input type="checkbox"/> .	
Area of using the personal information	The location of the parties indicated in the column of "Parties of using the personal information".	
Parties of using the personal information	<input type="checkbox"/> 1 <input type="checkbox"/> The Bank <input type="checkbox"/> including the service provider engaged with the Bank <input type="checkbox"/> <input type="checkbox"/> 2 <input type="checkbox"/> The institution using the information in compliance with regulations <input type="checkbox"/> such as the parent company of the Bank or the financial holdings the Bank belonging to <input type="checkbox"/> <input type="checkbox"/> 3 <input type="checkbox"/> The institutions in relation to relevant business <input type="checkbox"/> such as correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., The Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantee institutions, credit card international organizations, credit card acquirers, engaged stores, Taiwan Depository and Clearing Corporation, Small and Medium Business Credit Guarantee Fund, The Overseas Chinese Credit Guarantee Fund, any assignee <input type="checkbox"/> potential assignee <input type="checkbox"/> of Bank's loan, participant <input type="checkbox"/> potential participant <input type="checkbox"/> of Bank's loan, or any other Bank's authorized agents <input type="checkbox"/> 4 <input type="checkbox"/> Legally investigation authority or financial supervisory authority <input type="checkbox"/> 5 <input type="checkbox"/> Parties agreed by the Customer <input type="checkbox"/> such as the Bank's jointly marking or Customer information sharing companies, the Bank's business cooperative units <input type="checkbox"/>	
Ways of using the personal information	By way of automatic or non-automatic measures that is compliance with personal information protection relevant regulations.	

本行蒐集個人資料之目的，係為辦理各項金融業務及提供相關服務，並符合法律及監管要求。
 本行蒐集個人資料之目的，係為符合法律及監管要求，並提供相關服務。
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Article 2. According to Article 3 of the PIPA, the Customer may exercise the following rights with respect to the Customer's personal information collected by the Bank:

- a Save in the exceptional circumstances as provided in Article 10 of the PIPA, the Customer may inquire and request for a review or make duplications of the Customer's personal information. However, the Bank may charge necessary handling fee in terms of Article 14 of the PIPA.
- b The Customer may request to supplement or correct the Customer's personal information. However, according to Article 19 of the Enforcement Rules of the PIPA, the Customer shall give an appropriate statement of the reasons and facts for such request.
- c According to Article 11, paragraph 4 of the PIPA, the Customer may request the Bank to discontinue collection, processing or use of the Customer's personal information where a violation of this Act occurred during collecting, processing or using the Customer's personal information.
- d According to Article 11, paragraph 2 of the PIPA, the Customer may request the Bank to discontinue processing or using the Customer's personal information in the event of a dispute regarding the accuracy of personal information. However, the preceding sentence may not be applicable when it is necessary for the performance of an official duty or fulfillment of a legal obligation and has been recorded, or when it is agreed by the Customer in writing.
- e According to Article 11, paragraph 3 of the PIPA, the Customer may request the Bank to delete, discontinue processing or using the Customer's personal information when the specific purpose no longer exists or time period expires. However, the preceding sentence may not be applicable when it is necessary for the performance of an official duty or fulfillment of a legal obligation, or when it is agreed by the Customer in writing.

如有任何疑義，請洽本行客戶服務部 0800-024-365 查詢。

Article 3. If the Customer wish to exercise the various rights as provided in the aforesaid Article 3 of the PIPA, the Customer may make inquiry to the Bank's Customer Service Department [0800-024-365] about the methods to exercise such rights.

如有任何疑義，請洽本行客戶服務部 0800-024-365 查詢。

Article 4. The Customer may decide whether or not to provide the related classifications of Customer's personal information. However, the Bank may not be able to proceed with the necessary business review or operation for providing the relevant service [or better service] to the Customer if the Customer decide not to provide the information.

如有任何疑義，請洽本行客戶服務部 0800-024-365 查詢。

Article 5. In the event that the information the Customer has provided to the Bank includes the personal information of a third party, the Customer shall let the third party to know through appropriate means that his/her personal information would be provided to the Bank within the scope of this Notification.

如有任何疑義，請洽本行客戶服務部 0800-024-365 查詢。

Other agreements

To: CTBC Bank Co., Ltd.

立約定書人：英屬維京群島商祥茂光電科技股份有限公司台灣分公司 (親自簽名蓋原印約定印鑑)
Prime World International Holdings Ltd., Taiwan Branch (Signature and Original Specimen)
(The undersigned)
代表人或法定代理人：林誌祥 Lin Chih-Hsiang
(Representative or Statutory Agent)
營利事業統一編號：28410552
(Uniform Invoice Number)
住址(有印鑑卡者免填)：
(Address, those with a chop specimen is not required to provide the address)
對保日：107(2018)年12月7日
(Bank's Verification Date)

立約定書人兼共同發票人： (親自簽名蓋原印約定印鑑)
(The undersigned who also act as a Co-Maker) (Signature and Original Specimen)
代表人或法定代理人：
(Representative or Statutory Agent)
營利事業統一編號：
(Uniform Invoice Number)
住址(有印鑑卡者免填)：
(Address, those with a chop specimen is not required to provide the address)
對保日： 年 月 日
(Bank's Verification Date)

立約定書人兼共同發票人： (親自簽名蓋原印約定印鑑)
(The undersigned who also act as a Co-Maker) (Signature and Original Specimen)
代表人或法定代理人：
(Representative or Statutory Agent)
營利事業統一編號：
(Uniform Invoice Number)
住址(有印鑑卡者免填)：
(Address, those with a chop specimen is not required to provide the address)
對保日： 年 月 日
(Bank's Verification Date)

立約定書人兼共同發票人： (親自簽名蓋原印約定印鑑)
(The undersigned who also act as a Co-Maker) (Signature and Original Specimen)
代表人或法定代理人：
(Representative or Statutory Agent)
營利事業統一編號：
(Uniform Invoice Number)
住址(有印鑑卡者免填)：
(Address, those with a chop specimen is not required to provide the address)
對保日： 年 月 日
(Bank's Verification Date)

立約定書人兼小本票發票人: []
(The undersigned who also act as a Promissory Note Maker)

(親自簽名並原密封定印鑑)
(Signature and Original Specimen)

代表人或法定代理人: []
(Representative or Statutory Agent)

營利事業統一編號: []
(Uniform Invoice Number)

住址 (有印鑑卡者免填): []
(Address, those with a chop specimen is not required to provide the address)

對保日: [年 月 日]
(Bank's Verification Date)

立約定書人兼小本票發票人: []
(The undersigned who also act as a Promissory Note Maker)

(親自簽名並原密封定印鑑)
(Signature and Original Specimen)

代表人或法定代理人: []
(Representative or Statutory Agent)

營利事業統一編號: []
(Uniform Invoice Number)

住址 (有印鑑卡者免填): []
(Address, those with a chop specimen is not required to provide the address)

對保日: [年 月 日]
(Bank's Verification Date)

立約定書人兼小本票發票人: []
(The undersigned who also act as a Promissory Note Maker)

(親自簽名並原密封定印鑑)
(Signature and Original Specimen)

代表人或法定代理人: []
(Representative or Statutory Agent)

營利事業統一編號: []
(Uniform Invoice Number)

住址 (有印鑑卡者免填): []
(Address, those with a chop specimen is not required to provide the address)

對保日: [年 月 日]
(Bank's Verification Date)

立約定書人兼擔保物提供人: []
(The undersigned who also act as a Mortgagor)

(親自簽名並原密封定印鑑)
(Signature and Original Specimen)

代表人或法定代理人: []
(Representative or Statutory Agent)

營利事業統一編號: []
(Uniform Invoice Number)

住址 (有印鑑卡者免填): []
(Address, those with a chop specimen is not required to provide the address)

對保日: [年 月 日]
(Bank's Verification Date)

立約定書人兼擔保物提供者: []
(The undersigned who also act as a Mortgagor)

(親自簽名並原摺約定印鑑)
(Signature and Original Specimen)

代表人或法定代理人: []
(Representative or Statutory Agent)

營利事業統一編號: []
(Uniform Invoice Number)

住址 (有印鑑卡者免填): []
(Address, those with a chop specimen is not required to provide the address)

對保日: [年 月 日]
(Bank's Verification Date)

立約定書人兼擔保物提供者: []
(The undersigned who also act as a Mortgagor)

(親自簽名並原摺約定印鑑)
(Signature and Original Specimen)

代表人或法定代理人: []
(Representative or Statutory Agent)

營利事業統一編號: []
(Uniform Invoice Number)

住址 (有印鑑卡者免填): []
(Address, those with a chop specimen is not required to provide the address)

對保日: [年 月 日]
(Bank's Verification Date)

立約定書人兼本票保證人: []
(The undersigned who also act as a Guarantor of the Promissory Note)

(親自簽名並原摺約定印鑑)
(Signature and Original Specimen)

代表人或法定代理人: []
(Representative or Statutory Agent)

營利事業統一編號: []
(Uniform Invoice Number)

住址 (有印鑑卡者免填): []
(Address, those with a chop specimen is not required to provide the address)

對保日: [年 月 日]
(Bank's Verification Date)

主		經		對	
管		辦		保	

注意: 立約人如未成年, 應加請法定代理人於「立約人簽章欄」簽章。

Attention: If any of the above person has not reached the legal age, his/her statutory agent shall also sign and chop under the "Customer Signature" column.

中華民國 [107 (2018)] 年 [12] 月 [11] 日

Date:

印鑑約定書/授權書

(SPECIMEN AGREEMENT AND AUTHORIZATION)

※本公司 (本人) 茲授權於下列印鑑式樣為本公司 (本人) /之代表人, 並承認該代表人留存之印鑑在未有不同之書面通知前有效代表 (代理) 本公司 (本人), 並代表 (代理) 本公司 (本人) 與 貴行辦理下列業務交易:

※I/We hereby acknowledge the following signature and chop specimen represent this company (individual) / the representative of this company, and acknowledge that, unless otherwise notified in writing, these specimens will effectively represent (act as agent for) this company (individual), and further represent (act as agent for) this company (individual) in the following transactions engaged with the Bank:

1. 使用各種票據、借據及一切憑證之印鑑登記。
1. As signature and chop specimen for various negotiable instruments, IOU and for any and all other verification purposes.
2. 本公司 (本人) 土地、廠房、建物、機器設備等財產之設定質押與抵押、移轉、交付各種有價證券於貴行。
2. The pledge or mortgage of this company's (individual's) land, factory, building, or machinery or equipment, and the transfer and delivery of various securities to the Bank.
3. 簽署約定書、保證書、收據及其他業務交易上認為必要之一切文件與保證、背書等行為。

3. Execution of agreements, letters of guarantee, invoices, receipts and any and all other documents, instruments or material necessary for transaction, as well as undertaking any guarantee or endorsement.

4. 與貴行辦理外匯有關授信業務及其他交易上之一切文件。

4. Processing of foreign exchange credit facilities with the Bank and any and all other transactional documents.

5. 茲同意除大寫金額文字外，有關其他法定要項之塗改更正處，概憑雙方約定使用印鑑中之任一組簽蓋，即生效力，若因此造成任何相關損失，本公司（本人）願自負其責。

5. I/We hereby agree that, other than the numeric amounts written in traditional Chinese characters, any set of the parties' signatures and chops is effective in making any change, modification, alteration or amendment. If any losses or damages resulted therefrom, this company (individual) will bear all responsibilities.

※共同發票人、擔保物提供人、小本票發票人、本票保證人專用：

※For the exclusive use of the Co-Maker, Collateral Provider, Maker of Promissory Note or Guarantor Issued to Secure Each Drawdown.

茲同意下列印鑑以 <input type="checkbox"/> 壹式憑壹式 <input type="checkbox"/> 貳式憑壹式 <input type="checkbox"/> 為有效 The undersigned hereby agrees that the following specimens are valid and effective, if: <input type="checkbox"/> One set of specimen is required if only one set of specimen is provided herein. <input type="checkbox"/> One set of specimen is required if two sets of specimen are provided herein. <input type="checkbox"/>		
(一) SIGNATURE SPECIMEN 簽章樣本	(二) SIGNATURE SPECIMEN 簽章樣本	更換 註銷 日期 (Date of Change/ Cancellation)
		經 辦 (Handled by)
		主 管 (Officer in Charge)
茲同意下列印鑑以 <input type="checkbox"/> 壹式憑壹式 <input type="checkbox"/> 貳式憑壹式 <input type="checkbox"/> 為有效 The undersigned hereby agrees that the following specimens are valid and effective, if: <input type="checkbox"/> One set of specimen is required if only one set of specimen is provided herein. <input type="checkbox"/> One set of specimen is required if two sets of specimen are provided herein. <input type="checkbox"/>		
(一) SIGNATURE SPECIMEN 簽章樣本	(二) SIGNATURE SPECIMEN 簽章樣本	更換 註銷 日期 (Date of Change/ Cancellation)
		經 辦 (Handled by)

		主 管 (Officer in Charge)
茲同意下列印鑑以 <input type="checkbox"/> 壹式憑壹式 <input type="checkbox"/> 貳式憑壹式 <input type="checkbox"/> 為有效 The undersigned hereby agrees that the following specimens are valid and effective, if: <input type="checkbox"/> One set of specimen is required if only one set of specimen is provided herein. <input type="checkbox"/> One set of specimen is required if two sets of specimen are provided herein.		
(一) SIGNATURE SPECIMEN 簽章樣本	(二) SIGNATURE SPECIMEN 簽章樣本	更換註銷日期 (Date of Change/ Cancellation)
		經 辦 (Handled by)
		主 管 (Officer in Charge)

Promissory Note

- I. The CTBC Bank or its designated representative with this note shall be unconditionally paid NTD 150,000,000 on (MM) (DD), (YY).
- II. Beginning at the date of issuance, the note shall:
 - be paid with interest on a monthly basis at an annual fixed interest rate of %.
 - be paid with interest on a monthly basis at an annual rate of benchmark interest rate % fixed or adjusted at any time by the CTBC Bank plus annual interest %.
 - be paid with interest at the rate agreed individually.
 - Other:
- III. For any installment repayment delayed for a period of less than 180 days [inclusive]: the repayment amount due in that period [including the amortized principal + interest due] x agreed interest rate x days delayed / 365 days x 1.1. For any repayments delayed for more than 180 days: the repayment amount due in that period [including the amortized principal + interest due] x agreed interest rate x days delayed / 365 days x 1.2. For failure of any repayment of principal when due for less than 180 days [inclusive]: the total outstanding unpaid principal on the maturity date x agreed interest rate x days defaulted / 365 days x 0.1. For failure of any repayment of principal when due for more than 180 days: the total outstanding unpaid principal on the maturity date x agreed interest rate x days defaulted / 365 days x 0.2.
- IV. The note shall be deemed as the certificate of protest waived, and shall be deemed as an exemption from the notification obligation under Clause 89 of Law of Negotiable Instruments.
- V. Place of payment: CTBC Bank Co., Ltd. Dunbei Branch.
- VI. The foreign currency of the note shall be changed into TWD referring to the current rate at the date of redemption at Branch of Bank.

Drawer:	Person in charge:	(Signature and seal)
Drawer:	Person in charge:	(Signature and seal)
Drawer:	Person in charge:	(Signature and seal)
Drawer:	Person in charge:	(Signature and seal)
Drawer:	Person in charge:	(Signature and seal)

11th December, 2018

Director	Check

Pay the face amount to or its designated representative.

Endorsor	(Signature and seal)
Address	
Year Month Date	
Promissory note guarantor	(Signature and seal)
Address	
Year Month Date	
Promissory note guarantor	(Signature and seal)
Address	
Year Month Date	