

**【數位進件專用】**

For e-Banking Application Only

 **開 發 擔 保 信 用 狀 / 保 證 函 申 請 書**

 APPLICATION FOR STANDBY LETTER OF CREDIT / LETTER OF BANK GUARANTEE

|  |  |  |
| --- | --- | --- |
| 外匯服務中心 |  | 相關授信程序已辦妥  |
| 主管 | 經辦 | 申請日期    年  月  日 |
| 主管 | 經辦 |
|  |  |  |  | 匯率 | 受理單位 |

TO：**玉山銀行E.SUN BANK**  擔保信用狀號碼 / 保證函號碼

茲請 貴行開發一份擔保信用狀 / 保證函

WE, THE UNDERSIGNED, HEREBY REQUEST YOU TO ISSUE A [ ]  STANDBY LETTER OF CREDIT(擔保信用狀) / [ ]  LETTER OF BANK GUARANTEE(保證函) FOR

|  |  |
| --- | --- |
| [ ] FINANCIAL GUARANTEE / STANDBY 借款保證[ ] PERFORMANCE GUARANTEE / STANDBY 履約保證[ ] CUSTOM GUARANTEE / STANDBY 關稅保證 | [ ] BID BOND / TENDER BOND GUARANTEE / STANDBY 押標金保證[ ] OTHERS (PLEASE BRIEF) 其他(請指示)      |
| 茲請 貴行依下列條款以全電/航郵開發擔保信用狀 / 保證函一份ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS,THE STANDBY LETTER OF CREDIT / LETTER OF BANK GUARANTEE IS TO BE ADVISED BY [ ]  FULL CABLE全電 [ ]  AIRMAIL航郵 |
| ADVISING BANK 通知銀行      | APPLICANT 申請人(英文名稱及英文地址)      |
| (若非本行通匯行則由銀行指定) | TEL：      | 營利事業統一編號：      |
| BENEFICIARY 受益人(名稱、地址、電話)      | CURRENCY AND AMOUNT 幣別及金額 (小寫)      SAY (大寫)       |
| EXPIRY DATE AT THE ISSUING BANK’S COUNTER 至 貴行之有效日期      |
| 依附件 / 下列指示，簽發付款人為 貴行之即期匯票 / 即期付款：AVAILABLE BY [ ] SIGHT DRAFTS DRAWN ON ISSUING BANK / [ ] PAYMENT AT SIGHT AS PER ATTACHMENT / FOLLOWING INSTRUCTION：      |
| 特別指示SPECIAL INSTRUCTIONS：1. 開狀行/簽發人以外的所有銀行費用皆由申請人 / 受益人負擔。(如未勾選，則視為由受益人負擔）

ALL BANKING CHARGES OUTSIDE ISSUER/ ISSUING BANK ARE FOR ACCOUNT OF[ ] APPLICANT(申請人) / [ ] BENEFICIARY(受益人) (IF WE DON’T SPECIFY, THE BENEFICIARY WILL BE DEEMED TO BE OBLIGATED TO PAY.)1. 本擔保信用狀適用 [ ] 最新版本國際擔保函慣例 / [ ] 最新版本信用狀統一慣例，以及任何新增加之修訂本及釋義；本保證函適用 [ ] 最新版本即付保函統一規則。

THIS STANDBY L/C SHALL BE SUBJECT TO [ ] THE LATEST VERSION INTERNATIONAL STANDBY PRACTICES / [ ] THE LATEST VERSION UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, AND FURTHER REVISED VERSIONS FROM TIME TO TIME；THIS LETTER OF BANK GUARANTEE SHALL BE SUBJECT TO [ ] THE LATEST VERSION ICC UNIFORM RULES FOR DEMAND GUARANTEES.1. 部分動支PARTIAL DEMAND/ PARTIAL DRAWING： [ ] 允許ALLOWED  [ ] 不允許NOT ALLOWED

多次動支MULTIPLE DEMANDS/ MULTIPLE PRESATATIONS： [ ] 允許ALLOWED  [ ] 不允許NOT ALLOWED 1. 其他OTHERS (IF ANY)：
 |
| 申請人茲向 貴行申請開發擔保信用狀 / 保證函，並同意遵守下列條件，敬請惠予承作：WE HEREBY REQUEST YOU TO ISSUE A STANDBY L/C / LETTER OF BANK GUARANTEE AND WE AGREE TO ACCEPT THE TERMS AS FOLLOWS：1. 金額、到期日及其他條件：悉依 貴行所出具之擔保信用狀 / 保證函為準。

ALL AMOUNT, EXPIRY DATE OR ANY OTHER TERMS AND CONDITIONS SHALL BE SUBJECT TO THE CONTENTS OF STANDBY L/C / LETTER OF BANK GUARANTEE ISSUED BY YOU.1. 遲延利息按年利率 %計算。DEFERRED INTEREST：CALCULATED AT THE ANNUAL RATE OF %
2. 結匯成數、已結匯金額：PERCENTAGE OF MARGIN： %；MARGIN AMOUNT：
3. 開狀 / 保證手續費：按開狀 / 保證金額及期間依年費率 %計收。

ISSUING CHARGES / GUARANTEE FEE：CALCULATED ON THE BASIS OF THE ANNUAL RATE OF %, AMOUNT AND PERIOD OF THE STANDBY L/C / LETTER OF BANK GUARANTEE.1. 其他OTHERS：
 |
| 申請人茲此簽署本申請書，並確認申請人確已收到、瞭解並同意 貴行與本交易相關一切之文件及資料(包括但不限於本申請書)。BY SIGNING THIS APPLICATION, WE ACKNOWLEDGE THAT WE HAVE RECEIVED, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS, OF ALL DOCUMENTS / MATERIALS PROVIDED BY YOU THAT MAY BE APPLICABLE TO THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING BUT NOT LIMITED TO THIS APPLICATION. | **APPLICANT(申請人簽章)：**

|  |
| --- |
| 驗 印 |
|  |

  **(請蓋公司及負責人原留印鑑)**PLS. SEAL THE ORIGINAL SPECIMEN OF THE APPLICANT |

開發擔保信用狀 / 保證函申請書附加條款

TERMS AND CONDITIONS OF APPLICANTION OF STANDBY LETTER OF CREDIT / LETTER OF BANK GUARANTEE

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

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

1. 關於本擔保信用狀 / 保證函項下之匯票及／或單據等，如經 貴行或 貴行之代理行認為在表面上尚屬符合 貴行依本申請書所開發之擔保信用狀 / 保證函條款之規定者，申請人願按期照付。

I / We hereby bind myself / ourselves duly to pay at your offices at maturity under this Standby L/C / Letter of Bank Guarantee, if the drafts and / or documents appear, on the face, in the sole discretion of yourselves or your agents to be in compliance with the terms and conditions of this Application.

1. 上項匯票及 / 或單據等，縱或在事後證實其為非真實或屬偽造或有其他瑕疵，仍應由申請人照付。

I / We agree to duly accept and pay such drafts, and / or documents even if such drafts and / or documents should in fact prove to be incorrect, forged or otherwise detective.

1. 與上述匯票及 / 或單據及有關之各項應付款項，以及申請人對 貴行不論其現已發生，或日後發生已經到期或尚未到期之其他債務，在未清償以前，申請人同意所有因開發擔保信用狀或保證函而購 / 運之貨物及賣得價金全部由 貴行取得所有權名義，並應連同申請人所有其他財產：包括存在 貴行及分支機構，或 貴行所管轄範圍內之保證金、存款餘額等，貴行均得移作上述各種債務之共同擔保，以備清償各種債務之用。

I / We further agree that the title to all property and / or shipped under this Standby L/C / Letter of Bank Guarantee the documents relating thereto and the whole of the proceeds thereof, shall be and remain in you until the payment of the drafts and / or documents or of all sums that may be due on said drafts and / or documents or otherwise and until the payment of all other indebtedness and liability, now or hereafter created or incurred by me/us to you due or not due, it being understood that said documents and the merchandise represented thereby and all my/our other property, including securities and deposit balances which may now or hereafter be in your or your branches possession or otherwise subject to your control shall be deemed to be collateral security for the payment of all the above-said debts.

1. 如上述匯票到期而申請人不能照兌時、或 貴行因保障本身權益認為必要時， 貴行有權決定將上述財產(包括貨物在內)以公開或其他方式自由變賣，就賣得價金扣除費用後抵償 貴行借墊各款。

I / We hereby authorize you to dispose of the aforementioned property by public or private sale at your discretion whenever I / We shall fail to accept or pay the said drafts and/or documents on due dates or whenever in your discretion. It is deemed to necessary for the protection of yourselves and after deducting all your expenses to reimburse yourselves out of the proceeds.

1. 本擔保信用狀 / 保證函如經展期或重開，及修改任何條件，申請人對於以上各款均願意繼續遵守。

In case of extension or renewal of this Standby L/C / Letter of Bank Guarantee or modification of any kind in its terms, I / We agree to be bound for the full terms of such extension or renewal.

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

In case of this request is signed by two or more persons, all promises or agreements made hereunder shall be joint and several. I / We herewith bind myself / ourselves to settle exchange on drafts drawn under this Standby L/C / Letter of Bank Guarantee with your goodselves.

1. 為防制洗錢及打擊資恐之目的，申請人同意以下事項：
2. 貴行於發現申請人（或其高階管理人、實質受益人及交易有關對象）為資恐防制法指定追查制裁之個人、法人或團體，以及外國政府或國際組織認定之恐怖份子或團體（下稱制裁及恐怖份子名單），得逕行拒絕業務往來或暫時停止或終止本約定事項所載之各項交易與業務關係**，**而無須另通知申請人及交易有關對象**。**
3. 貴行為確認申請人（或其高階管理人、實質受益人及交易有關對象）是否為制裁及恐怖份子名單，申請人及相關人員應即時提供資料供貴行確認，如申請人或相關人員不配合，致貴行未能即時比對，造成交易之遲延、終止、拒絕或失敗，貴行不負擔損害賠償責任。
4. 對於申請人不配合審視、拒絕提供實質受益人或對客戶行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明等，貴行得暫時停止交易、拒絕交易，或暫時停止或終止業務關係。

For the purpose of anti-money laundering and countering terrorism financing, the Applicant agrees the following:

1. This Bank may refuse or suspend, or terminate a part or all dealings covered in this Agreement without any prior notification to Applicant(s) or related person(s) hereof, only if this Bank deems Applicant(s) (or its senior managerial officers, ultimate substantial beneficiary, and related parties hereof) to be either individual(s) or entity(s) designated to be investigated or sanctioned under Counter-Terrorism Financing Act; or terrorists or terrorist groups identified by foreign governments or international organizations ( hereinafter referred to as “Sanctioned and Terrorist List”) .
2. In the circumstance where the Bank is unable to timely conduct data-matching with regards to whether this Applicant(s) (or its senior managerial officers, ultimate substantial beneficiary, and related parties hereof) to be designated under Sanctioned and Terrorist List, this Bank should not liable for this Applicant(s) or relevant personnel is unwilling to immediately provide information, which causes any losses or damages due to any delay, termination, refusal or failure of transactions.
3. This Bank may suspend or refuse the transactions, or suspend or terminate a part or all dealings with this Applicant, if this Applicant is recalcitrant in or refuse to provide information regarding its beneficial owners, persons holding controlling interest, etc.; or regarding the nature, intent, source of fund of transactions, etc.
4. 本附加條款英譯部分僅供對照參考，若有任何出入概以中文為準。

The English translation which appears in this Terms and Conditions is for reference only. If any discrepancy exists, the Chinese text shall always be prevailing.