

**海外信用保證基金**  
**承 諾 書**  
**LETTER OF UNDERTAKING**

格式七  
Appendix 7

立承諾書人(以下除特別表明外均指下列二者):

(一)債務人 \_\_\_\_\_

(二)連帶保證人 \_\_\_\_\_

茲因債務人邀同連帶保證人向 \_\_\_\_\_ (以下簡稱授信銀行)

融資, 委請財團法人海外信用保證基金(以下簡稱貴基金)提供信用保證, 特與貴基金約定, 立承諾書人願遵守下列條款:

The Undersigned, \_\_\_\_\_ (the "Borrower") and \_\_\_\_\_ (the "Surety") under this Letter of Undertaking in favor of Overseas Credit Guarantee Fund (Taiwan) ("OCGF"), which is requested by the Borrower and the Surety to provide credit guaranty in respect of certain credit facility extended by \_\_\_\_\_ (the "Bank") to the Undersigned, hereby confirm and agree to observe the following terms and conditions:

**第一條 保證手續費**

- 一、債務人同意依貴基金之規定繳交保證手續費, 並由授信銀行代收轉交貴基金。
- 二、債務人嗣後如授信合約撤銷, 提前清償或其他事項, 債務人不得申請退還保證手續費。
- 三、連帶保證人對本條所定之債務, 與債務人負連帶履行之責。

**1. Guaranty Fee**

- (a) The Borrower agrees to pay OCGF, through the Bank, a guaranty fee calculated in accordance with related by-laws of OCGF.
- (b) In the event of (i) cancellation of the Credit Facility Agreement, (ii) prepayment of the loan, or (iii) the occurrence of any other incidents, the Borrower may not apply for refunding all or part of the guaranty fee.
- (c) The Surety shall be jointly and severally liable with the Borrower for performing the obligations set forth in this clause.

**第二條 立承諾書人通知義務**

- 一、立承諾書人如名稱、住所、組織、章程內容、代表人、代表人權限範圍或其他足以影響貴基金權益變更情事發生時, 應即以書面將變更情事通知貴基金, 如未為通知因而造成貴基金之損害, 願負賠償責任。
- 二、立承諾書人之住所如有變更而未通知貴基金時, 貴基金將有關文書於向本承諾書所載或立承諾書人最後通知貴基金之住所發出後, 經通常之郵遞期間即視為送達。

**2. Notification**

- (a) In the event that the name, address, organization, Articles of Incorporation, representative(s), the authorization of the representative(s) of the Undersigned or any other matter that affects the rights and interests of OCGF is changed, the Undersigned shall forthwith notify OCGF in writing of any such change, and shall be liable therefor if OCGF suffers damages as a result of its failure to notify.
- (b) In the event that the Undersigned fails to notify OCGF when its address is changed, any mail and document sent by OCGF to the address of the Undersigned specified in this Letter of Undertaking or to the last known address as notified by the Undersigned shall be deemed to have been received by the Undersigned after the normal mailing period has elapsed.

### 第三條 債務人配合義務

債務人願隨時接受貴基金對授(受)信用用途之監督，業務財務之稽核、擔保品之檢查、監管及有關帳簿、報表、單據、文件之查閱。貴基金認為必要時，並得要求債務人按期填送上開徵信資料，如貴基金認為債務人送交貴基金之財務報表或其他文件有虛偽不實之處，一經貴基金通知，即視為違約，但貴基金並無監督、稽核、檢查、監管及查閱之義務。貴基金認為債務人之財務結構應行改善時，得限制債務人以現金分配盈餘及要求債務人增資或其他改善財務結構之行為，債務人當即照辦。

### 3. Obligations to Cooperate by Borrower

OCGF may from time to time supervise the use of the credit facility, audit the business operations and the financial conditions of the Borrower, inspect and control the collateral, and examine the relevant accounts, books, vouchers, documents of the Borrower, to which Borrower shall be willing to cooperate. When deemed necessary, OCGF may request Borrower to prepare and deliver on a periodical basis the above-mentioned credit information. In the event that the financial reports or other documents forwarded to OCGF by Borrower are found by OCGF to be of misrepresentation or false, Borrower shall, upon being notified by OCGF thereof, be deemed to have been in breach; provided that OCGF shall have no obligations to supervise, audit, inspect, control and examine. In the event that OCGF deems that the financial structure of the Borrower shall be improved, OCGF may restrict Borrower from distributing its profits by cash dividends and may demand Borrower to increase its capital or to take other actions for improving its financial structure, and Borrower shall forthwith act accordingly.

### 第四條 代位清償及損害金

- 一、立承諾書人如無法依與授信銀行簽訂之授信合約履行債務時，貴基金應授信銀行之要求履行信用保證債務時，得不通知催告立承諾書人，逕行代位清償。
- 二、貴基金於代位清償後，立承諾書人應連帶清償貴基金已代位清償之金額，及自貴基金代位清償日起至立承諾書人清償日之前一日止，按貴基金代位清償金額依年率百分之十五計算損害金。
- 三、貴基金對立承諾書人之前項請求權，除本承諾書外，並得就貴基金代位清償部份主張授信銀行對立承諾書人所得行使之一切權利。

### 4. Repayment on Behalf of Borrower and Damages

- (a) In the event that the Undersigned is unable to perform in accordance with the Credit Facility Agreement with the Bank, OCGF may, upon request of the Bank for performing the guaranteed indebtedness and without notice to the Undersigned, directly make repayment on behalf of the Undersigned.
- (b) Upon repayment by OCGF on behalf of the Undersigned, the Undersigned shall be jointly and severally liable, and repay to OCGF the amount paid to the Bank by OCGF on behalf of the Undersigned, plus an amount of damages calculated at fifteen percent per annum of the amount paid to the Bank by OCGF on behalf of the Undersigned for the period commencing from the date on which OCGF makes the repayment until the date immediately before the Undersigned repays OCGF.
- (c) Except for the right set forth in the immediately preceding paragraph, OCGF may also assert all the rights exercisable by the Bank against the Undersigned in respect of the portion repaid by OCGF on behalf of the Undersigned.

### 第五條 清償之抵充順序

立承諾書人償還貴基金之金額如不足以抵償本承諾書之債務（指本承諾書第一條及第五條所定之債務）或本承諾書及其他承諾書之債務總額時，貴基金均得依自行認可之順序及方法抵充債權。

### 5. Order of Priority for Satisfaction of Credit

In the event that the amount as repaid by the Undersigned to OCGF is less than the amount of indebtedness under this Letter of Undertaking (which shall mean the indebtedness referred to in clauses 1 and 5 hereof) or less than the amount of other indebtedness, OCGF may take actions against the Undersigned to satisfy the credit in the order of priority and in the manner as it deems appropriate.

第六條 適用語文

本承諾書中之中文與英文如有不一致時，以中文為準。

6. Language

This Letter of Undertaking is made and executed in both Chinese and English. In the event of any discrepancy between the Chinese and English texts, the Chinese version shall govern.

第七條 準據法及管轄法院

立承諾書人對貴基金所負之各宗債務，合意適用中華民國法律，並以臺灣臺北地方法院為第一審管轄法院。

7. Governing Law and Jurisdiction

Any indebtedness owed by the Undersigned to OCGF shall be governed by and construed under the laws of Republic of China and submitted to Taiwan Taipei District Court.

立承諾書人簽章欄

Signature of the Undersigned

債務人姓名 Borrower  中華民國身分證號碼(公司戶免填) R.O.C. I.D. Number (Individual only)  地址 Address	債務人簽章 Signature of the Borrower  _____  日期 Date
保證人姓名 Surety  中華民國身分證號碼 R.O.C. I.D. Number  地址 Address	保證人簽章 Signature of the Surety  _____  日期 Date
保證人姓名 Surety  中華民國身分證號碼 R.O.C. I.D. Number  地址 Address	保證人簽章 Signature of the Surety  _____  日期 Date

立承諾書人簽章欄(續)

Signature of the Undersigned (continued)

保證人姓名 Surety 中華民國身分證號碼 R.O.C. I.D. Number 地址 Address	保證人簽章 Signature of the Surety  <hr/> 日期 Date
保證人姓名 Surety 中華民國身分證號碼 R.O.C. I.D. Number 地址 Address	保證人簽章 Signature of the Surety  <hr/> 日期 Date
保證人姓名 Surety 中華民國身分證號碼 R.O.C. I.D. Number 地址 Address	保證人簽章 Signature of the Surety  <hr/> 日期 Date

承辦銀行簽章欄

For Bank's Use Only

銀行有權簽字人簽章 Signature of the Authorized Representative
承辦人員簽章 Signature of the Official Concerned
銀行對保人簽章 Signature of the Verifying Person

基金簽章欄

For OCGF's Use Only

有權簽字人簽章 Signature of the Authorized Representative
承辦人員簽章 Signature of the Official Concerned