CitiDirect®

Trade Product General Agreement

貿易產品約定書

Treasury and Trade Solutions

財金暨金融貿易事業群

CitiDirect® Trade Product General Agreement
貿易產品約定書

We, ____, hereby authorize the CitiDirect user(s) appointed by our company, or the CitiDirect user(s) appointed by other companies which have been authorized by us via the Universal Access Authority to transact over our accounts and approve or input data relating to the Import Letter of Credit, Guarantee, Standby Letter of Credit, Export Documentary Collections, Export Letters of Credit and the trade instruction(s) through Free Form Messaging in CitiDirect (collectively the "Trade Transaction") belonging to our company (the "Accessing Entity"), whose appointment may be made by the User Administration Form or authorization of Security Manager(s) of our company or the Accessing Entity, to transact with you, Citibank Taiwan Limited (the "Bank") through CitiDirect, for and on behalf of our company, unless and until a written notice from us to the contrary has been received by the Bank.

We confirm that all submitted applications of Trade Transaction through CitiDirect, including but not limited to services defined below, are pursuant to; and the transactions contemplated hereby, shall be governed by, the terms and conditions of that certain General Agreement for Banking Transactions ("General Agreement"), Master Account and Service Terms (the "MAST"), Confidentiality and Data Privacy Conditions ("CDPC"), Local Conditions, Regulatory Disclosures, Declarations and Representations ("RDDR"), and the following applicable provisions for different kinds of trade products, each entered into between us and the Bank. This Agreement is construed as the Service Agreement defined in the MAST.
If there is a conflict between this Agreement and the General Agreement, MAST, CDPC, Local Conditions, RDDR, this Agreement will prevails.

- **Import Letter of Credit**

1. We acknowledge that application(s) and issuance(s) of Letter of Credit ("L/C") are governed by the various rules and regulations issued and/or amended from time to time by the Central Bank of China or other competent authorities, if applicable. The Bank shall not be obligated to issue (or cause to issue) any L/C which we are not qualified to apply for under such applicable laws and regulations.
2. We shall, within ten (10) days after receipt of notice from the Bank with respect thereto, unless otherwise agreed by the Bank, reimburse to the Bank any and all sums paid by the Bank on our behalf hereunder or under the L/C together with interest thereon at the Applicable Rate under and as defined in the General Agreement from the date of payment by the Bank to and including the date of reimbursement by us to the Bank.
3. We acknowledge and agree that the cash margin is provided to the Bank as security for our obligation arising from the L/C and shall be held by the Bank or through other arrangement proposed by the Bank. The Bank is hereby authorized to apply the cash margin against any and all sums due or to become due to the Bank hereunder without notice to us. No interest shall be payable on the cash margin.
4. Multiple Role Disclosure: The Bank and its affiliates offer a wide range of financial services, including back-office L/C processing services on behalf of financial institutions and letter of credit beneficiaries. The Bank's services are provided internationally to a wide range of customers, some of whom may be our counter-parties or competitors. We acknowledge and accept that the Bank and its affiliates may perform more than one role in relation to a particular L/C. In addition, we agree that the Bank may advise the L/C through a correspondent, branch, or affiliate of its choosing, notwithstanding any nomination by us of a particular advising bank.

- **Guarantee or Standby Letter of Credit**

1. We agree and undertake to reimburse the Bank for any and all amounts paid by the Bank under or in connection with the SBLC pursuant to its terms, regardless of the validity, enforceability or genuineness of the claims of the person(s) in whose favor the SBLC is sued.
2. We agree and undertake that upon demand by the Bank, immediately provide cash (or such other collateral satisfactory to the Bank) in an amount determined by the Bank to be sufficient to cover all of the Bank's obligations and liabilities under and in connection with the SBLC.
3. If, at our request, a SBLC expressly stipulates that a state or country law, other than the laws of Republic of China, shall be the governing law of the SBLC, or the SBLC is silent with its governing law or rules, the Bank shall not be liable for any payment, cost, expense or loss resulting from any action or inaction taken by the Bank if such action or inaction is permitted under UCP, ISP, URDG 758, laws of the Republic of China, or the law governing the SBLC.
4. We hereby expressly consent that, even if the SBLC specifies that the amount of the SBLC shall be decreased in proportion to the amount of the relevant underlying agreement, or the SBLC will be early terminated in accordance with relevant underlying agreement, the Bank has no obligation to review the contents of the relevant underlying agreement. The Bank is entitled to pay the beneficiary of the SBLC (the "Beneficiary") the amount demand in writing by the Beneficiary and we will be fully responsible to the Bank for such amount.
5. (1) We hereby represent and warrant that we have made Beneficiary fully aware that all payment request under the SBLC must be received by the Bank on or before the expiry date of the SBLC. The Bank shall have no liability in respect to any payment request received after the expiry date of the SBLC, no matter whether the SBLC has been returned to the Bank for cancellation or not.

   (2) Upon the expiration date of the SBLC, in case the SBLC does not clearly state that it is governed by International Standby Practices (ISP98), International Chamber of Commerce (ICC) Publication NO. 590, ICC's Uniform Customs and Practice for Documentary Credits (UCP 600), or Uniform Rules for Demand Guarantees (URDG 758) we shall have the Beneficiary return original copy of the SBLC to the Bank for cancellation or deliver a written consent letter to the Bank to discharge all obligation of the Bank under the SBLC. If the Beneficiary does not return original copy of the SBLC to the Bank for cancellation, nor deliver a written consent letter to the Bank to discharge all obligation of the Bank under the SBLC, we hereby agree to immediately pay any and all relative drawings and expenses unconditionally to the Bank when the Beneficiary draws under the SBLC (regardless of whether the drawing is after the expiration date of the SBLC). We shall indemnify and hold the Bank harmless from and against each and every claim, demand, damages, losses, action or suit which may arise out of the SBLC against the Bank.
6. We agree that the following clauses apply to the SBLC/Guarantee governed by URDG 758:

   (1) Section 5 of General Agreement for Banking transactions shall be amended to add the reference to the URDG 758 in addition to any reference to the UCP and the ISP.

   (2) Under our full risk and responsibilities, we request you to issue your above quoted Credit subject to the URDG 758 instead of the usual ISP98 or UCP600 as required and preferred by you. In consideration of you agreeing to issue your Credit subject to the URDG 758, we confirm that presentation of demand under your Credit will be considered to satisfy Article 15 of the URDG 758 and without further requirement of additional certifications or declarations as stated in Article 15 of the URDG 758.

- **Export Documentary Collections**

1. All documents received by the Bank from us (the "Drawer") are for transmission only, and are transmitted at the Drawer's risk by mail or by other means without liability to the Bank. The transmission may be routed directly or indirectly through any of the Bank's branches or correspondents and will be subject to their regulations for collection without any responsibility to the Bank. For all items not payable, the Bank will not be responsible for any act, neglect, default, failure, or insolvency of any correspondent, agent, or sub-agent or for losses or delays occurring in the course of transmission. Credited items may be charged back to the Bank at any time prior to receipt of full payment in cash. Furthermore, collections are subject to conditions and reserves of the Bank and its correspondents, agents and sub-agents as well as to the laws and regulations ruling in the countries concerned.
2. To prevent the dishonoring of documentary bills, it is the option of the Bank's correspondents or agents to have the goods landed, cleared through the customs warehouse and insured at the Drawer's expense. Upon the Bank's request, the Drawer will pay any expense incurred in this connection.
3. The Drawer hereby authorizes the Bank to 1) withdraw money from the Drawer's FX demand deposit account without a withdrawal slip, or 2) withdraw the foreign currency amount as indicated on the reverse side for repayment of the Bank's advance on the Drawer's export proceeds, or 3) convert money into NT-dollars at prevailing rate and credit the Drawer's NT$ account. The Drawer agrees that it shall refund any loss or expense to the Bank, which may be incurred in implementing these withdrawal instruction agreements.
4. Except as far as otherwise expressly stated, collection hereunder is subject to the rules adopted by the International Chamber of Commerce (ICC) currently in force.

- **Export Letters of Credit**

We further authorize the Bank to alter or even delete any part or parts of our application through CitiDirect, which would conflict with the terms and conditions of the relevant Letter of Credit and/or the related documents, after the Bank has confirmed with us.

- **Trade Instruction(s) through Free Form Messaging in the CitiDirect**

We expressly consent that the trade instruction(s) (together with the file(s) attached by us through CitiDirect) submitted by us through Free Form Messaging in the CitiDirect are duly authorized by us. We agree and undertake that we shall not raise any defense or argument as to the trueness, correctness, and genuineness of any trade instruction. Any trade instruction issued by the authorized person(s) shall be binding on us and we hereby authorize the Bank to act on the same without further investigation.

We agree that in the event of any discrepancy between the upload supporting document and the data/information input through Free Form Messaging in the CitiDirect, the upload supporting document through Free Form Messaging in the CitiDirect will prevail.

		Company Name: 公司名稱	
		CitiDirect Client Definition Name / ID: CitiDirect 客戶定義名稱/ID	
Authorized Signature / Name / Date: **授權簽名/姓名/日期** DBU: Corporate Seal and Responsible Person's Chop 經濟部大小章 OBU: Authorized Signers as per Board Resolution 董事會決議錄授權簽樣	**Authorized Signature / Name / Date:** **授權簽名/姓名/日期** DBU: Corporate Seal and Responsible Person's Chop 經濟部大小章 OBU: Authorized Signers as per Board Resolution 董事會決議錄授權簽樣	Primary Contact Name: 主要聯絡人姓名	
		Email Address: 電子郵件信箱	
		Phone Number: 電話號碼	