



Application for Standby Letter of Credit/Guarantee 開發無跟單信用狀 / 保證函申請書

花旗銀行企業金融處 CitiService
花旗台灣客戶服務專線: (02)2576-6966

傳真專線 FAX (02)2578-8715 or (02)2578-7311
請將正本郵寄至 台北市松山區南京東路4段16號15樓
TRADE DEPT 收
截止收件時間: 3:30 p.m. (星期一至五)

Date 日期 10月08日 2008 西元年
(MM/DD/YYYY)

This application shall only apply to the applicant's account as below held with Citibank N.A. Taipei Branch, Citibank N.A. Taipei Offshore Banking Branch, Citibank Taiwan Limited or Citibank Taiwan Limited Offshore Banking Branch and shall only be binding on the applicant and each such Citibank's branch or subsidiary where the applicant's account is held ("Citibank" or the "Bank").

本申請書僅適用於申請人下列帳戶所在之美商花旗銀行台北分行, 美商花旗銀行台北國際金融業務分行, 花旗(台灣)商業銀行或花旗(台灣)商業銀行國際金融業務分行("花旗銀行"或"貴行"), 亦僅對申請人及其帳戶所在之各該花旗銀行分行或子公司具有拘束力。

The undersigned hereby requests you to open by



Detail Cable 全電



Airmail 郵寄



Hand 自取

The irrevocable credit as follows: (Hereinafter called the "credit")

as ☐ 借款保證 Debt Guarantee ☒ 工程履約保證 Construction Performance Bond ☐ 一般履約保證 Other Performance Bond

☐ 押標金保證 Bid Bond

☐ 工程預付款保證 Advance Payment Bond

☐ 其他保證 Others

Under Tender/Contract. No

CONTRACT NO. 200808188

Invitation No.

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Basic Information 基本資料

FOR ACCOUNT OF(APPLICANT) (申請人名稱及地址)

HAPPY TEXTILE CO., LTD.
NO. 8 HAPPY RD., TAIPEI

ADVISING BANK(通知銀行)(if this space is left blank, Citibank will have the option to choose the correspondent bank) 如留白,則花旗銀行會為您代選通知銀行

CITIBANK NA, 300 TAMPINES AVE. 5 TAMPINES JUNCTION
HEX 06-00, SINGAPORE (SWIFT : CITISGSG)

IN FAVOR OF (BENEFICIARY) (受益人名稱及地址)

ABC CO.,
NO. 5 ORCHARD RD.,
SINGAPORE

UP TO THE AGGREGATE AMOUNT

(小寫金額) USD10,000.00

(大寫金額) U.S. DOLLARS TEN THOUSAND ONLY

EXPIRY DATE (有效期限) in Applicant's country

11 月 20 日 2008 西元年(MM/DD/YYYY)

Available by drafts or simple receipts at sight drawn, at your option, on you, your correspondents, or us when accompanied by and such other documents as you may require.

請注意: 申請書或內容若有塗改或有附件時, 須有權人於塗改處及騎縫處簽章。

SHIPMENT PRE-ADVICE IS REQUIRED

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Confirmation 確認書

We confirm that this application is submitted pursuant to, and the transactions contemplated hereby shall be governed by, the terms and conditions of that certain General Agreement for Banking transactions and that certain Agreement for Letters of Credit (collectively, the "General Agreements") each entered into between us and you. The General Agreements are incorporated herein by reference and made a part hereof. In addition, I/We (jointly and severally) hereby:

1. Direct, authorize and empower Citibank to issue the credit on such terms and conditions and in such form as you may deem fit.
2. Agree and undertake to reimburse you for any and all amounts paid by you under or in connections with the credit pursuant to its terms, regardless of the validity, enforceability or genuineness of the claims of the person(s) in whose favour the credit is issued.
3. Agree and undertake that upon demand by you, immediately provide cash (or such other collateral satisfactory to you) in an amount determined by you to be sufficient to cover all of your obligations and liabilities under and in connection with the credit.
4. In case of Standby Letter of Credit, it is agreed and understood that, this Standby Letter of Credit is subject to the "International Standby Practices" (ISP98), International Chamber of Commerce (ICC) Publication NO. 590 or ICC's Uniform Customs and Practice for Documentary Credits (version in force on the date of issuance of this Standby L/C) unless otherwise provided herein.. For matters not addressed by the UCP or the ISP, each Credit shall be subject to and governed by the laws of the Republic of China. If, at Applicant's request, a Credit expressly chooses a state or country law other than the Republic of China, or is silent with respect to UCP, ISP or governing law, Citibank shall not be liable for any payment, cost, expense or loss resulting from any action or inaction taken by Citibank if such action or inaction is justified under UCP, ISP, the Republic of China law or the law governing the Credit.
5. I/We hereby expressly consent that, even if the SBLC/Guarantee specifies that the SBLC/Guarantee amount will be decreased gradually or the term of the SBLC/Guarantee will be early terminated in accordance with the relevant agreement, regardless of whether the SBLC/Guarantee amount is decreased gradually or the term is early terminated according to the relevant agreement in the future, you have no obligation to review the contents of the relevant agreement. You are entitled to pay the beneficiary the amount demand in writing by the beneficiary and we will be fully responsible for such amount.

帳號 Account No:

5 0 1 2 3 4 5 6 7 1

聯絡人姓名: 曾小姐

Customer Contact Person:

電話 Tel: 02 2000-0000 EXT168

傳真 Fax: 02 2000-5678

申請人茲此簽署本申請書, 並確認申請人確已收到、了解並同意花旗銀行開戶條款內容(包括但不限於一般帳戶約定事項、當地條款及補充條款)及與本交易相關之一切文件及資料(包括花旗銀行標準申請書及切結書)下之條款, 尤其是存款往來開戶文件一般條款第9條「顧客資料」及補充條款第3條「客戶資料」之規定: 銀行有權揭露顧客之資料予特定之第三人。當地條款第9條「遵守電腦資料保護相關法令」之規定: 銀行得蒐集、處理及利用顧客之個人資料。當地條款第11條「委外處理」之規定: 銀行得委託第三人處理特定交易及服務。當地條款第12條「國際傳遞」之規定: 銀行得將類似洗錢客戶、受美國經濟制裁客戶及美商花旗銀行特管特殊身分等客戶資料依特定目的傳遞至特定之收受對象且銀行得將大額客戶存款名單及其存款餘額、主要利潤客戶名單等客戶資料依特定目的傳遞至特定之收受對象, 且各該收受對象得依法律、主管機關或法律程序之要求得移轉及揭露該等資料及補充條款第4條「美國公司、法人及公民/居民或有美國永久居留權之申報義務及於本行之投資限制」之規定, 銀行有權揭露具有美籍身份客戶稅務資料予特定之第三人及美國稅務主管機關。

Very truly yours,

The customer.

有權人簽名/Authorized Signature(s)

