

Terms and Conditions

In consideration of the applicant listed on the reverse hereof (the "Applicant") requesting Sumitomo Mitsui Banking Corporation, Taipei Branch/Offshore Banking Branch (the "Bank") for and on its behalf, to collect/negotiate, from time to time, negotiable instruments in foreign currencies, the Applicant hereby agrees as follows:

1. The Applicant hereby represents and warrants that all the negotiable instruments in foreign currencies presented hereunder for collection/negotiation are not forged, altered nor have any other defect. The Applicant shall be fully responsible for any and all loss or damage incurred by the Bank as a result of the aforesaid defect.
2. The Applicant understands that, with respect to each request by the Applicant for collection of a negotiable instrument, the Bank is entitled (but not obligated) to advance payment to the Applicant prior to its actual receipt in full of the amount evidenced thereon. The Applicant hereby agrees that, after the Bank's advance thereof, if the subject negotiable instrument is not cashed due to being dishonored or otherwise, the Applicant shall, regardless of the causes thereof, upon notice from the Bank, immediately repay in full the amount(s) advanced by the Bank and shall not raise any objection thereto.
3. Unless otherwise agreed by the Bank, in the event of non-payment of any negotiable instrument which the Bank has been requested by the Applicant to collect, the Bank shall be under no obligation, for or on behalf of the Applicant, to make any protest or attend to any other procedure required by law to preserve the Applicant's rights to such negotiable instrument.
4. For the purpose of precaution against being lost and/or based on general banking practice, the Bank may place any word or mark on the front or reverse side of the negotiable instruments to be collected. In the event that any of such negotiable instrument is dishonored, the Bank shall be under no obligation to revert such negotiable instrument to its original condition and may return such negotiable instrument as is to the Applicant.
5. Any necessary handling fees, postage, telecommunication fees and other fees in relation to such negotiable instruments shall be borne by the Applicant. If the Applicant fails to advance such payment, the Bank may, in its sole discretion, deduct the same from the amount of the negotiable instrument received by the Bank.
6. Other matters which are not expressly provided for in these terms and conditions shall be handled in accordance with the Uniform Rules for Collection, as amended from time to time by the International Chamber of Commerce. The Applicant hereby agrees to observe any and all such regulations related to collection of negotiable instruments, as may be from time to time amended and/or promulgated by the Bank and/or the competent banking authorities.
7. The Bank shall deposit the collected amount of such negotiable instrument into the specified account on the date succeeding to the date on which the notice or telegram of entry by the paying bank or collecting agent bank received by the Bank. Should the Applicant require conversion of such amount into New Taiwan Dollars, such conversion shall be made at the prevailing foreign currency buying rate as quoted by the Bank on that particular date.
8. The Applicant hereby agrees that the Bank shall not be liable for any consequences arising from the loss or delay of such negotiable instrument for causes not attributable to the Bank after the Bank has forwarded the same for collection, and the Applicant shall assume any and all risks and liabilities arising therefrom.
9. The Bank may in its sole discretion select its branch, office or other correspondent bank(s) to act on its behalf for collection of the negotiable instrument which the Applicant has requested the Bank to collect; provided, that the Bank shall have no responsibility for any and all loss or delay arising from the willful misconduct, negligence or other matters (e.g. bankruptcy, liquidation) of any collecting bank in the process of such collection.
10. The Applicant hereby irrevocably submits to the non-exclusive jurisdiction of the Taiwan Taipei District Court for any dispute, action or proceeding arising out of or relating to this Application.