

TABLE OF CONTENTS

RECITALS

ARTICLE 1 - DEFINITIONS.....	2
ARTICLE 2 – SCOPE OF PROCUREMENT AND SERVICES.....	3
ARTICLE 3 – CONTRACT PRICE AND PAYMENT TERMS	5
ARTICLE 4 - TAXES	6
ARTICLE 5 - WARRANTY.....	6
ARTICLE 6 – LIQUIDATED DAMAGES AND LIABILITY	7
ARTICLE 7 -TERMINATION.....	8
ARTICLE 8 - NOTICES	9
ARTICLE 9 – CONDITIONS TO EFFECTIVENESS	9
ARTICLE 10 - AMENDMENT	9
ARTICLE 11 –ARBITRATION	10
ARTICLE 12 - GOVERNING LAW	10
ARTICLE 13 - LICENSES, PERMITS AND COMPLIANCE WITH EXPORT REQUIREMENTS.....	11
ARTICLE14-EXCUSABLE DELAY	11
ARTICLE 15 WAIVER OF BREACH.....	12
ARTICLE 16 ASSIGNMENT.....	13
ARTICLE 17 ENTIRE CONTRACT	13
EXHIBIT A CERTIFICATE OF CONFORMANCE.....	15
EXHIBIT B MODEL OF REFUND BOND	錯誤! 尚未定義書籤。
APPENDIX I PRICE BREAKDOWN & PAYMENT SCHEDULE	19
APPENDIX II Statement of Work(SOW)	
APPENDIX III Data Deliverables(DD)	
APPENDIX IV Specification(SPEC)	
APPENDIX V Product Assurance Requirements	
APPENDIX VI Contractor’s proposal	

Recitals

This Contract is made and entered into as of this XX day of MONTH , 2024 by and between the Taiwan Space Agency ("TASA"), an administrative corporation established and existing under the laws of Taiwan, with its principal office at 8F, NO. 9 Prosperity 1st Road, Science-based Industrial Park, Hsin-Chu City, Taiwan.

And

COMPANY NAME ("Contractor"), a corporation organized and existing under the laws of NATIONALITY , with principal office at ADDRESS

Whereas, TASA needs a contractor capable to provide the Inter-satellite Optical Communication Terminals Engineering Development Units, as well as various deliverables as fully described in Appendix II, Statement of Work (hereinafter referred to as the "SOW");

Whereas, Contractor has represented that it is a corporation duly organized and existing under the laws of the country where its principal office is located, as referenced above, and has taken all necessary corporate and other legal actions to authorize the execution, delivery and performance of the Contract.

Whereas, Contractor has full knowledge of TASA's requirements described in the Request for Proposal (RFP No.TASA-S-P-1130107) and has submitted proposals as requested in the RFP to TASA;

Whereas, Contractor has before entering into the Contract verified the correctness and sufficiency of the prices stated in the Contract which shall, except as otherwise specified explicitly in the Contract, cover all its obligations provided in the Contract;

NOW, THEREFORE, in consideration of the covenants and premises herein contained, the parties hereto agree as follows:

ARTICLE 1 - Definitions

1.1 In this Contract, unless the context otherwise requires:

1.1.1 Contract means this Contract, together with the Exhibits and Appendices/Annex hereto particulars of that are listed in Article 1.2 Contract Documents."

1.1.2 Contract Price means the total price payable by TASA to Contractor pursuant to Article 3 CONTRACT PRICE AND PAYMENT TERMS.

1.1.3 DPU TASA Jobsite means "DPU named place of destination terms" as defined in the International Chamber of Commerce INCOTERMS 2020.

1.1.4 Work means the whole scope of work to be performed by Contractor under the Contract as required by the contract.

1.2 Contract Documents

The Exhibits and Appendices attached to the Contract are integral parts of the Contract. Contract documents are mutually explanatory. Any ambiguities or discrepancies shall be submitted to Purchaser for resolution. In case of any conflict between the terms and conditions of the Contract and the exhibits and/or appendices, the terms and conditions shall prevail over the exhibits and/or appendices; in case of conflicts among the appendices, the order of precedence shall be determined in the order listed below provide, however, that all conflicts shall be solved taking into consideration Purchaser's best interest, without affecting the terms and conditions of the Contract. All exhibits listed below are of equal precedence.

- Exhibit A Certificate of Conformance
- Exhibit B Model of Refund Bond
- Appendix I Price Breakdown & Payment Schedule
- Appendix II Statement Of Work (SOW)
- Appendix III Data Deliverables (DD)
- Appendix IV Specification
- Appendix V PA Requirements
- Appendix VI Contractor's proposal

ARTICLE 2 – Scope of Procurement and Services

2.1 Procurement and Services

According to the Appendices of this contract, Contractor shall deliver all Contract Line Items (“CLINs”) listed below, as detailed in SOW, with required documents.

The contractor shall perform the work as defined in the following items:

1. Antenna Panel Deployment Mechanism Engineering Model (EM) :
 - (1) CLIN 2
2. Antenna Panel Deployment Mechanism Proto-flight Model (PFM)
 - (1) CLIN3 (PFM-1)
 - (2) CLIN5 (PFM-2)
3. Ground Support Equipment (GSE)
 - (1) CLIN1 (GSE-1)
 - (2) CLIN4 (GSE-2)

2.2 Delivery Terms and Schedule

Within **32** months (DEPENDS ON SOW) after Contract Effective Date (CED), all

CLINs shall be delivered by Purchaser on DPU TASA Jobsite.

Purchaser shall apply for the customs duty exemption from Taiwan, the Republic of China (ROC) government authorities and Contractor shall be responsible for customs clearance for the imported CLINs. Contractor shall provide Purchaser all necessary information one (1) months prior to shipment so as to enable Purchaser to apply for exemption of such duty and tax.

Contractor shall obtain and maintain its validity in full force during the period of the Contract, all governmental approvals, licenses, permits, authorizations and other clearances required for the execution and performance of the Contract.

For shipment of any deliverable CLINs, including any repaired or replaced items, Contractor shall sign a Certificate of Conformance ("COC") in form of Exhibit A, assuring that the items shipped conform to the requirements of the Contract and are correctly packaged, packed, and marked. Purchaser shall conduct a visual inspection and acceptance upon arrival of the shipped items at Purchaser's site to assure that such items are in compliance with the COC. Contractor shall complete the performance report and functional testing mentioned in SOW. Purchaser shall, within thirty (30) days of receipt of a COC, either countersign the COC without unreasonable delay, or state the items which do not comply with the requirement of the Contract. In such event of non-compliance, Contractor shall make corrections within the period of time as may be prescribed by the Purchaser and shall be responsible for any resulting schedule impact if it fails to make the correction within the prescribed period of time. If any damage, shortage, discrepancy, non-conformity, misidentification of product, or misdirected product is found, Contractor shall promptly, within a reasonable period of time specified by Purchaser, provide repair or replacement at its own cost and responsibility, such cost includes transportation and insurance cost from and to Purchaser's site.

Purchaser's Countersignature of a COC shall constitute Purchaser's acceptance of the Equipments/Products/Services/Items that the COC indicates.

In the event that Purchaser finds that Contractor's performance does not comply with the Contract during any period of the performance of the Contract, Purchaser may notify Contractor to make improvements or corrections within a certain period. If Contractor fails to do so, Purchaser may require Contractor to wholly or partially stop the performance of the Contract, and Contractor may only resume performance once it has made the requested improvements or corrections and thereby received Purchaser's written consent. In this circumstance, Contractor may not request compensation or an extension of the performance period.

2.3 Intellectual Property Rights

2.3.1 All intellectual property, including but not limited to patents, trademarks, copyrights, technical information, and any other intellectual property rights, developed or made prior to CED ("background information,") shall belong to and be solely owned by Contractor (collectively the "Contractor IP").

2.3.2 All intellectual property, including but not limited to patents, trademarks, copyrights, and any other intellectual property rights, developed or made prior to CED shall belong to and be solely owned by Purchaser (collectively the "Purchaser IP"). Purchaser at all times remains all rights, title, and interest in and to the Purchaser IP worldwide that it made available to Contractor.

2.3.3 All deliverable CLINs, Works, and DD produced for or provided to Purchaser (each individually a "Deliverable," and collectively the "Deliverables") and all technical information developed after CED shall belong to and be solely owned by Purchaser.

2.3.4 If any Deliverable infringes any patent, copyright, trademark, trade secret, or other intellectual property right of a third party, the party in receipt of the claim shall promptly notify the other party. If the claim is made against Purchaser or any third party licensed by Purchaser (each individually an "Indemnified Person," and collectively the "Indemnified Persons"), Contractor shall provide the Indemnified Persons with all available information, assistance, and authority to defend and settle such claim.

ARTICLE 3 – Contract Price and Payment Terms

3.1 Contract Price

The Contract Price is _____ with the requirement list detailed in SOW.

3.2 Payment Terms

For Contract Line Items procured under this Contract, TASA shall, in accordance with the table in Section 2 of Appendix I Price Breakdown & Payment Schedule, make payments upon conditions of each payment met. Each payment will be made within thirty (30) days after Contractor's presentation of the invoice and document as set forth in Section 2 of the Appendix I Price Breakdown & Payment Schedule and in Section 5 of the Contract Schedule of SOW. The payment shall be through telegraphic transfer to the bank account of Contractor as indicated in contractor's invoice.

Any payment requested by Contractor during the transitional period (January 1st to March 15th) of each fiscal year, payment shall be made by Purchaser after March 15th as soon as the funding becomes available.

3.3 Refund Bond ("RB")

Contractor shall submit, at its own cost, a Refund Bond for the principal of and interest on the first milestone payment received from Purchaser pursuant to Appendix I, Price Breakdown & Payment Schedule. The RB shall be an irrevocable standby letter of credit in form of Exhibit B. The RB shall be an initial amount equal to the first payment as specified in Appendix I. All banking

charges in relation to the RB shall be borne by Contractor. Other instruments for RB submission will only be acceptable upon TASA's prior written consent.

The RB shall be valid until at least three (3) months after the warranty under Article 5.3 expires. If there is any extension of the Contract Schedule or any performance delay, Contractor shall, no later than thirty (30) days prior to the expiration of the RB, have its validity extended by a period of time reasonably determined by Purchaser, or Purchaser shall have the right to collect the RB before its expiration.

ARTICLE 4 - Taxes

Any and all taxes, levies or charges which may be assessed to Contractor under DPU terms by any taxation authorities without the territory of Taiwan with respect to the efforts performed by Contractor or its subcontractors or their personnel shall be the responsibility of Contractor. Purchaser is responsible for acquiring duties and taxes exemption levied by Taiwan government, so contract price shall be exclusive of duties and taxes of Taiwan.

For local contractor, all duties and taxes levied by taxation authorities which are not in the purchaser's tax exemption of this contract pursuant to regulations of taxation of Taiwan shall be the responsibility of local contractor.

ARTICLE 5 - Warranty

5.1 The title to and risk of all delivered items under this contract shall transfer to Purchaser upon the date Purchaser's countersignature of the COC.

5.2 Contractor warrants that all CLINs to be delivered under the Contract shall be of new manufacture and not previously used in any manner as well as free and clear of any security interest, liens, charges or other encumbrances. Contractor shall, upon breach of this warranty, take immediately actions to:

- a. remove any title defect;
- b. replace the CLINs thereof which are defective in title; or
- c. provide such other remedy as is mutually agreed upon by the parties.

5.3 The warranty for all CLINs shall be one (1) year from the date of Purchaser's countersigning the COC of all CLINs.

- 5.4 Contractor will, free of charge, within the warranty period set out in 5.3 above, repair or replace any item which is proven to not comply with the agreed Specification in this Contract due to defects in materials, workmanship or design (other than a design made, furnished or specified by TASA), PROVIDED ALWAYS THAT:
- a. the items have not been altered in any way whatsoever;
 - b. the items have not been subject to misuse or unauthorised repair;
 - c. a handling log book has been maintained and made available to Contractor;
 - d. the items have been properly installed and connected;
 - e. any instructions as to storage, handling or use of the items have been complied with in all respects;
 - f. any maintenance requirements relating to the items have been complied with in all respects.

All other warranties are excluded including without limitation express or implied warranties of merchantability and fitness for purpose and any implied warranties arising from the course of dealing, usage or trade, or course of performance.

- 5.5 In the above cases, the warranty period for the repaired or replaced item shall be the remaining portion of the original warranty period, or six (6) months from the date the repaired or the replaced item function properly, whichever is longer.

ARTICLE 6 – Liquidated Damages and liability

If the delivery of any CLINs is delayed, pursuant to the Contract Schedule, and the delay is attributed to the Contractor, the Contractor shall pay Purchaser an amount equal to one tenth of one percent (0.1%) of the delayed CLIN's contracted prices for each day of delay until the actual delivery date(i.e., the date Purchaser receives the shipment of such CLINs The maximum amount of the Liquidated Damages shall not exceed twenty ten percent (20%) of the Contract Price.

Purchaser may deduct the amount of the Liquidated Damages from any payment due Contractor pursuant to the Contract or, if no payments remain to be paid to Contractor, demand Contractor to pay within thirty (30) days from the due date.

Notwithstanding any other provision of this contract, the Contractors total cumulative liability under or in connection with this Contract, at law or any separate course of action shall be limited to the Contract Price. Contractor shall not be liable for any indirect, consequential or punitive damages.

ARTICLE 7 -Termination

7.1 Termination for Purchaser's Convenience

Purchaser may terminate the Contract in whole or in part by no less than thirty (30) days prior written notice Contractor. Promptly after the effective date of the termination, Contractor shall submit its claim for the costs that are allowable and allocable to the terminated portion of the Contract up to the effective date of termination. In no event the aggregate amount claimed by Contractor shall exceed the price of the Contract Line Item(s) so terminated and/or the Contract Price. The amount paid by Purchaser in excess of the value of Contractor's claim set forth above shall be refunded to Purchaser and any amount owed to Contractor as a result of such claim shall be paid to Contractor against Contractor's commercial invoice within thirty (30) days of the termination settlement.

7.2 Termination Due to Contractor's Default

Any of the following events constitutes Contractor's default under the Contract. Purchaser may terminate the Contract in whole or in part:

- a. Contractor commences a voluntary action pursuant to the bankruptcy law or any proceeding under any liquidation or similar law of any jurisdiction is commenced against Contractor, or Contractor fails to secure its financial, technical ability or other ability to perform the Contract; or
- b. The export license or any governmental approval required for the performance of the Contract is suspended or revoked by the government of Contractor, which is attributed to Contractor, or
- c. The amount of the liquidated damages for delay assessed in accordance with Article 6 has reached twenty percent (20%) of the Contract Price.
- d. Contractor fails to perform in accordance with the Contract and fails to make corrections within ten (10) days from the day after receipt of written notice from Purchaser or such longer period as may be specified in the written notice.
- e. Any required or related document provided by Contractor is found forged or falsified.
- f. Contractor violates laws or regulations of Taiwan (ROC) in severe circumstances. 」

Upon occurrence of an event of default, Contractor shall promptly provide clarification and a cure plan for Purchaser's consideration. Purchaser may, at its sole discretion, accept or reject the cure plan proposed by Contractor. Should Contractor fail to promptly provide clarification and a cure plan or should Purchaser find such clarification or cure plan unacceptable, Purchaser may terminate the Contract in whole or in part and immediately proceed to avail itself of any and all appropriate remedies, including but not limited to the following: Purchaser may complete the terminated part of the Contract by itself or with other contractors or vendors in such manner as Purchaser determines appropriate, where Contractor shall bear the additional costs and losses incurred. If Purchaser accepts Contractor's clarification and

cure plan, this Contract shall, upon Purchaser's decision, remain valid, but the Contractor shall be responsible for liquidated damages pursuant to Article 6.

Purchaser shall have the option to accept any delivered Contract Line Item(s). Should Purchaser opt to do so, Purchaser shall pay for the Contract Line Item(s) so accepted at the contracted price. Contractor shall at its own cost and risk remove, within a reasonable period of time, any delivered Contract Line Item(s) which have been cancelled by Purchaser.

7.3 All costs of Contractor included in the termination claim shall be subject to reasonable substantiation and verification by Contractor's controller and a Certified Public Accountant firm acceptable to Purchaser. The responsibility for the costs associated with the use of such an accounting firm shall:

- a. in the case of termination pursuant to Article 7.1 shall be borne by Purchaser; or
- b. in the case of termination pursuant to Article 7.2 shall be borne by Contractor.

ARTICLE 8 - Notices

Any notice required or permitted to be given pursuant to the Contract shall be given by certified airmail, personal delivery, fax, e-mail to the address specified below, as may be changed by written notice given by either party to the other. Notices sent by certified airmail shall be deemed to be delivered ten (10) days after certification. Notice given by fax or e-mail shall be deemed to have been received on the next following working day and shall be confirmed by certified airmail.

ARTICLE 9 – Conditions to Effectiveness

The Contract shall become effective upon signing by both parties of Contractor and TASA, and the signing date shall be the Contract Effective Date (CED). The Contract shall, upon Purchaser's decision, become ineffective if Contractor fails to countersign the Contract thirty (30) days after receipt of the Contract bearing Purchaser's stamps or signatures.

ARTICLE 10 - Amendment

The Contract shall only be amended or modified in writing signed by the authorized representatives of the parties.

The TBR item shall be confirmed as completed before the MRR phase, followed by contract amendments regarding the TBR content, which shall be mutually agreed upon and signed by both parties.

ARTICLE 11 –Arbitration

- 11.1 All disputes, claims or controversies arising under or in connection with the Contract, or its interpretation or performance shall be reduced to writing and addressed to the other party pursuant to Article 8. The other party shall within thirty (30) days from the date of receipt of such notice submit its response. The parties shall exert their best efforts to reach an amicable settlement.
- 11.2 Any dispute arising out of or related to the Contract that is not settled by amicable agreement between the parties shall be referred to the Chinese Arbitration Association, Taipei and settled by arbitration. The arbitration shall be conducted in the Chinese language and held in accordance with Taiwan's Arbitration Law of ROC and the Chinese Arbitration Association's arbitration rules. The seat of arbitration shall be Taipei, Taiwan. Each of the parties shall appoint one arbitrator and the two so nominated shall, in turn, choose a third arbitrator. If the arbitrators chosen by the parties cannot agree on the choice of the third arbitrator within a period of sixty (60) days after their nomination, then the third arbitrator shall be appointed by the Chinese Arbitration Association and shall serve as the chairperson of the arbitration panel.. The parties waive any objections to the matters stated in this clause on the grounds of inconvenient forum or otherwise. Any award rendered by such arbitration forum shall be conclusive, binding and enforceable upon the parties in any jurisdiction. For local contractors, the arbitration shall be conducted in the Chinese language.
- 11.3 All information relating to or disclosed by any party in connection with the arbitration of any dispute relating to the Contract shall be treated by the parties and the arbitration panel as confidential information and no disclosure of such information shall be made without the prior written authorization of the party furnishing such information.
- 11.4 The arbitration panel shall indicate in the award how to distribute the arbitrator's fees and arbitration expenses between the parties in accordance with what they deem just and equitable under the circumstances. Each party shall bear its own counsel fee incurred in connection with the arbitration.
- 11.5 The occurrence of any dispute and the submission thereof to arbitration shall not relieve Contractor of its obligations to continue performance of the Contract in good faith.

ARTICLE 12 - Governing Law

The Contract shall be governed by the laws of Taiwan, ROC, without giving effect to the conflict of law rules thereof.

ARTICLE 13 - Licenses, Permits and Compliance with Export Requirements

- 13.1 Contractor undertakes to obtain, and maintain its validity in full force during the period of the Contract, all governmental approvals, licenses, permits, authorizations and other clearances required for the execution, delivery and performance of the Contract, in particular, the export license required for the delivery (and redelivery where necessary) into the Taiwan of the Contract Line Items, data and documentation in connection therewith, and to obtain from time to time all such other governmental approvals required for any amendment, modification and/or extension thereof, all at Contractor's risk and expenses.
- 13.2 Contractor shall obtain governmental approvals, licenses, permits, authorizations and other clearances required for the execution, delivery and performance of the Contract, in particular, the export license required for the delivery (and redelivery where necessary) into the Taiwan of the Contract Line Items. Purchaser reserve the right to extend the delivery schedule pursuant to Article 14 or terminate this contract in whole or in part pursuant to Article 7.
- 13.3 Contractor undertakes to fulfil all requirements prescribed in and to comply in all respects with the applicable laws, such as safety, health, environment protection, labor, import and export laws and regulations relating to the execution, performance and delivery of the Contract and all governmental administrative acts pursuant to such laws and regulations.

Article14-Excusable Delay

- 14.1 Force Majeure
- 14.1.1 Any delay in or failure of performance by either party pursuant to the Contract (except the payment of money) shall not constitute default nor give rise to any claims for damages if and to the extent caused by Acts of God, acts of government in its sovereign capacity, riots, strike, war, revolution, warlike operations, fires, floods, earth quake, epidemics of contagious diseases, quarantine restrictions, sabotage or other similar events (the "Force Majeure") which are not attributable to, and are beyond the control of the affected party. Force Majeure occurred during Contractor's delay shall not be excusable.
- 14.1.2 Failure to provide or inability to perform by Contractor's subcontractors shall not be considered as the Force Majeure unless such failure or inability have been caused by the Force Majeure as defined in Article 14.1.1 and Contractor is unable to engage other subcontractors within reasonable time and expense.
- 14.1.3 The affected party shall immediately provide written notice, with evidence, to the other party of the causes of the Force Majeure and in any event within ten (10) days.

The affected party shall be entitled to an extension as may reasonably be required to remove or remedy the Force Majeure provided that it has timely notified the other party and furnished evidence, which shall be concurred with by the other party. The extension of the Complete Date(s) shall be granted only when the above requirements have been satisfied.

14.1.4 The other party shall within ten (10) days of receipt of the notice from the affected party, reply in writing if the extension has been granted and the acceptable period of extension, if any. Should the other party fail to so notify the affected party, the other party shall be deemed to have granted the extension as requested.

14.1.5 The affected party shall take all steps necessary to remove the effects of the Force Majeure and to regain time lost and shall in no event discontinue or delay the performance of any obligations provided in the Contract not directly affected by the Force Majeure.

14.2 Non-fulfilment of Purchaser's Responsibility

14.2.1 Purchaser shall comply with its obligations specified in the Contract. Should Purchaser fail to timely fulfil any of its obligations specified in the Contract, Contractor shall continue the performance on its part and no excusable delay shall be granted unless Contractor's performance is directly affected thereby.

14.2.2 Should Purchaser fail to fulfil any of its obligations pursuant to the schedule explicitly specified in the Contract and the failure has affected Contractor's performance of the Contract, Contractor shall use its best effort to minimize the impact. Should Purchaser's delay has affected the Contract Schedule, then,

- a. in the case where a delay has continued for sixty (60) consecutive days or less, Contractor may specify the extent to which its performance is affected thereby, with adequate explanation, and request for an extension of the relevant Contract Schedule by the number of days which shall not exceed the number of days of Purchaser's delay, without affecting the Contract Price.
- b. in the case where a delay has continued for more than sixty (60) consecutive days, Contractor may specify the extent to which its performance is affected thereby, with adequate explanation, and make a modification proposal. The parties shall determine the effect of the modification, if any, and agree upon the terms thereof.

Article 15 Waiver of Breach

The failure of either party, at any time, to require performance by the other of any obligations provided in the Contract shall in no way affect the full right to require such

performance at any time thereafter. The waiver by either party of a breach of any obligation provided in the Contract does not constitute a waiver of any succeeding breach of the same or any other obligations, nor shall it constitute a waiver of the obligation itself.

Article 16 Assignment

The Contract shall not be transferred or assigned, in whole or in part, by Contractor to any other individual, firm, partnership, corporation, institution, government agency or any other entity.

ARTICLE 17 Entire Contract

17.1 The Contract shall be executed in two (2) originals, with one (1) original copy for each party.

17.2 The provisions contained in the Contract or incorporated by reference constitute the entire Contract and supersede all previous oral or written communications between the parties with respect to the subject matter.

IN WITNESS WHEREOF, TASA and Contractor have caused the Contract to be executed by their duly authorized officers or representatives as of the day and year indicated below.

TASA:

Contractor:

Taiwan Space Agency,

By:

By:

Name Typed: Dr. JONG SHINN WU

Name Typed: _____

Title: Director General of TASA

Title: _____

Date: _____, 2024

Date: _____, 2024

EXHIBIT A Certificate OF Conformance

Pursuant to Contract No. TASA-P-1130107 (hereinafter referred to as the "Contract") between Taiwan Space Agency ("TASA" or "Purchaser") and _____ ("Contractor"), the undersigned, a duly authorized representative of Contractor, hereby certifies that the Contract Line Item(s) to be shipped as described herein below conforms to the requirements of the Contract and are duly packaged, packed and marked.

<u>Item Name</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Package No.</u>
------------------	-------------------------	-----------------	--------------------

Contractor's Representative

Accepted by TASA

By:
Typed Name:
Title:
Date:

By:
Typed Name:
Title:
Date:

EXHIBIT B - 1 Model of Refund Bond

IRREVOCABLE STANDBY LETTER OF CREDIT

Irrevocable Standby Letter of Credit (See Note 1)	Credit Number
Place and Date of Issue	Date and Place of Expiry (See Note 2)
Applicant	Beneficiary
Advising Bank	Amount

Gentlemen:

We hereby issue our irrevocable Standby Letter of Credit No. [●] for the account of [●] ("Contractor"), in favor of Taiwan Space Agency ("Customer"), for an amount of [●], representing eighteen percent (18%) of the Contract Price, as the Refund Bond required under Contract No. [●] ("Contract") executed by and between Customer and Contractor, dated [●].

This Standby Letter of Credit may be drawn in whole or in part on or before the expiration date (after ninety (90) days from the scheduled OCTs Delivery date).

All banking charges, including confirmation fee etc., in connection with this Standby Letter of Credit shall be for account of Contractor.

Drawings under this Standby Letter of Credit shall be available at the counters of [●] (the ROC issuing or confirming bank) and payable two (2) business days after presentation of a simple receipt drawn on us, accompanied by a statement signed by Customer, stating that "Contractor has failed to comply with the terms of the Contract and an amount of [●] is due and payable to Customer under Article [●]" or "Contractor has failed to maintain the amount and/or validity of the RB as required by Article 3.3 of the Contract".

This credit is subject to the Uniform Customs and Practice for Documentary Credits ([●] Revision, International Chamber of Commerce, Paris, France, Publication No. [●])

 Authorized Signature

Notes:

1. The standby letter of credit shall be issued or confirmed by a bank registered in the Republic of China on Taiwan.
2. The place of expiry shall be indicated as "at the negotiating bank in Taiwan."

EXHIBIT B - 2 Model of Refund Bond

(BANK LETTER OF GUARANTEE)

UNCONDITIONAL JOINT AND SEVERAL GUARANTEE

We hereby issue this unconditional joint and several guarantee (the "Guarantee") for [●] (the "Contractor"), as Principal, in favor of Taiwan Space Agency (the "Customer"), as beneficiary, for an initial amount of [●] (the contracted first payment upon Contract Effectiveness), as the Refund Bond required under Contract No. [●] (the "Contract") executed by and between Customer and Contractor, dated [●], which is incorporated by this reference. The amount to be guaranteed hereunder may/may not be subject to increase up to a maximum aggregate amount of [●].

We, being the Guarantor of the Contractor, irrevocably and unconditionally undertake and promise to the Customer that if the Customer shall at any time and from time to time serve on us a notice (a "Notice") demanding payment, accompanied by the document(s) specified below, then we shall upon such service pay to the Customer such amount as the Customer may demand in such Notice.

A Notice means a certified statement signed by Customer, stating that "an amount of [●] is due and payable to Customer by the Contractor pursuant to Article [●] of the Contract."

We shall make payment to the Customer, within two (2) business days of service of a Notice, by wire transfer to Customer to the account designated in such Notice: (i) without regard to any information or instructions which we may then have received or may thereafter receive from any other source, and we shall not be entitled to inquire into or require proof of any facts stated in the Notice which, as between we and the Customer, shall be conclusive; and (ii) notwithstanding any dispute between Contractor or Customer, and whether or not the Contractor or Customer is or might be under any liability one to the other.

It being the intention of the parties hereto the event upon which payment must be made hereunder is the service from time to time of a Notice, irrespective of the underlying facts or their significance under the Contract, or any other agreement; and Customer may make multiple demands for payment until the full amount for which we are bound is drawn.

Our obligation to make payment shall not be affected by (i) the terms of and any obligations under any other agreement; (ii) any change in the business of, dealings with, or structure or composition of the Contractor, Customer and/or us; (iii)

modification of the time or manner for performance, by and/or the granting of any forbearance or indulgence on any account among the Customer and the Contractor; (iv) the failure to make demand upon any party, or to join any party in any proceeding, to recover any amounts due under this Guarantee; and/or (v) any change in the terms and conditions of the Contract, the Refund Bond, or any other agreement between the Contractor and the Customer.

No Notice demanding payment may be served under this Guarantee after one (1) year from the date of Purchaser's countersigning the COC of all CLINs ("Expiry Date"). Unless a Notice is served on us within the a foresaid period of validity, we shall be relieved and discharged from all liability hereunder whether or not the original Guarantee is returned to us.

Moreover, no Notice demanding payment may be served under this Guarantee in the event that the Contract has been terminated pursuant to Article 7.1, or 7.2 thereof. In such event, this Guarantee shall no longer be valid, and we shall be relieved and discharged from all liability hereunder.

All Notices shall be served by the Customer on us by facsimile transmission to [●] (Guarantor's name and facsimile number) or by delivery by registered mail or courier to [●] (Guarantor's name and address), or in such other manner as may be agreed upon by the Customer and us. No change in address or facsimile number shall be effective unless agreed to by an officer of Customer in writing.

This Guarantee shall be governed by ROC law. Any dispute arising under or in connection with the Contract shall be finally settled by arbitration referred to the Chinese Arbitration Association, Taipei (the Association) in accordance with the Association's arbitration rules. The arbitration shall be held in Taipei, ROC in accordance with the ROC Arbitration Law.

IN WITNESS WHEREOF this Guarantee has been executed by the authorized representatives of the Guarantor and the Customer this [●] day of [●], 2024.

Appendix I Price Breakdown & Payment Schedule

1. Price Breakdown

NO.	ITEM	PRICE
CLIN 1	GSE-1	
CLIN 2	EM	
CLIN 3	PFM-1	
CLIN 4	GSE-2	
CLIN 5	PFM-2	
Total Price		

[NOTE]

For the local Bidders, its quoted prices shall include all related duties and taxes levied by Taiwan government.

2. Payment Schedule

Payment No	Milestone	Date	Payment	MCC/COC/ AWCC	Payment Amount
1	PDR	CED + 3M	18%	MCC for PDR	
2	CDR	CED + 6M	9%	MCC for CDR	
3	MRR	CED + 10M	9%	MCC for MRR	
4	EM TRR	CED + 12M	9%	MCC for EM TRR	
-	EM CSR	CED + 13M	0%	MCC for EM CSR	-
-	Delivery_1	CED + 14M	0%	COC for CLIN1 COC for CLIN2	-
5	PFM1 TRR	CED + 16M	9%	MCC for PFM1 TRR	
-	PFM1 CSR	CED + 20M	0%	MCC for PFM1 CSR	-
-	Delivery_2	CED + 21M	0%	COC for CLIN3 COC for CLIN4	-
6	PFM2 TRR	CED + 24M	26%	MCC for PFM2 TRR	
-	PFM2 CSR	CED + 28M	0%	MCC for PFM2 CSR	-
7	FR	CED + 32M	20%	MCC for FR COC for CLIN5 AWCC	

[Note]

CED : Contract Effective Date

MCC : Milestone Completion Certificate

COC : Certificate of Conformance

AWCC : All Work of Completion Certificate

2.1 Payment #1

The payment shall be eighteen percent (18%) of the Contract Price and shall be effective within thirty (30) days after the presentation of the following documents by the Contractor:

- The Contractor's invoice in one (1) copy;
- The RB in the amount of eighteen percent 18% of the Contract Price;
- The original duly countersigned MCC for PDR.

2.2 Payment #2

The payment shall be nine percent (9%) of the Contract Price and shall be effective within thirty (30) days after the presentation of the following documents by the Contractor:

- The Contractor's invoice in one (1) copy;
- The original duly countersigned MCC for CDR.

2.3 Payment #3

The payment shall be nine percent (9%) of the Contract Price and shall be effective within thirty (30) days after the presentation of the following documents by the Contractor:

- The Contractor's invoice in one (1) copy;
- The original duly countersigned MCC for MRR.

2.4 Payment #4

The payment shall be nine percent (9%) of the Contract Price and shall be effective within thirty (30) days after the presentation of the following documents by the Contractor:

- The Contractor's invoice in one (1) copy;
- The original duly countersigned MCC for EM TRR.

2.5 Payment #5

The payment shall be nine percent (9%) of the Contract Price Breakdown Item 110 and shall be effective within thirty (30) days after the presentation of the following documents by the Contractor:

- The Contractor's invoice in one (1) copy;
- The original duly countersigned MCC for EM CSR, MCC for PFM1 TRR .
- The original duly countersigned COC for CLIN1, COC for CLIN2.

2.6 Payment #6

The payment shall be twenty-six percent (26%) of the Contract Price and shall be effective within thirty (30) days after the presentation of the following documents by the Contractor:

- The Contractor's invoice in one (1) copy;
- The original duly countersigned MCC for PFM1 CSR, MCC for PFM2 TRR.
- The original duly countersigned COC for CLIN3, COC for CLIN4.

2.7 Payment #7

The payment shall be twenty (20%) of the Contract Price and shall be effective within thirty (30) days after the presentation of the following documents by the Contractor:

- The Contractor's invoice in one (1) copy;
- The original duly countersigned MCC for PFM2 CSR, MCC for FR.
- The original duly countersigned COC for CLIN5.
- The original duly countersigned AWCC.