

菲律賓首都銀行消費性信用貸款契約
Consumer Credit Facility Agreement of Metropolitan Bank & Trust Company

立約人(以下簡稱甲方)茲邀同連帶保證人向 菲律賓首都銀行(以下簡稱乙方)申貸小額信用貸款, 借款金額為新台幣_____元整, 並聲明甲方於消費性信用貸款申請書各項欄位所填寫及檢附之徵信資料均屬事實, 並同意 乙方向有關單位查證該等資料及願共同遵守下列各項約定條款:

The undersigned (hereinafter "Party A"), together with the guarantor, hereby applies for small-amount credit facility with Metrobank (hereinafter "Party B") for the loan amount of NT\$ _____. It is hereby declared that the credit verification information completed in the columns of and attached to the consumer credit facility application form by Party A are true. Party A agrees for Party B to verify such information with relevant organizations. Party A is also willing to jointly comply with the following terms and conditions:

一、 借款期間、借款利息及還款方式約定如下: (借款金額採分次撥貸者不須填寫本欄, 另逐次詳填「撥款申請書」)

The loan period, loan interest and repayment method are agreed as follows: (No need to complete this column if loan amount is advanced in several installments. The "Advance Application Form" should be completed for each advance.)

1. 借款期間: 自民國____年____月____日起至民國____年____月____日止。
Loan Period: From _____ to _____.

2. 借款利息依據如下列第_____款:
The loan interest shall be based on Section _____ below:

- 1) 固定利率, 按年利率____%計算。但甲方同意乙方保有視市場狀況調整利率之權利, 惟乙方應於變更前主動通知甲方。新台幣放款利息以年利率計算, 短期放款按日計息, 中、長期放款除另有約定外, 足月部份按月計息, 不足月部份按日計息, 一年概以 365 日為計息基礎, 逢閏年時亦同。

Fixed interest rate at _____% per annum. However, Party A agrees that Party B reserves the right to adjust the interest rate based on market situation, provided that Party B shall notify Party A before the change. Interest for loans in NT Dollar is calculated per annum. Interest for short-term loans is calculated on daily basis. For mid and long-term loans, unless otherwise agreed, interest for periods greater than one month shall be calculated on monthly basis and interest for periods shorter than one month will be calculated on daily basis. Interest will be calculated based on 365 days per year. The same shall be applicable in case of leap years

- 2) 其他: 借款利率可以每年重新議價。
Others: Interest rate is allowed to be repriceable annually.

3. 還款方式: 自撥貸日之次月開始採年金法按月攤付本息, 於每月____日繳付新台幣_____元至到期日止。
Repayment Method: Principal and interest shall be repaid in monthly installments under annuity method starting from the month following the advance date. NT\$_____ shall be payable on the ____ day of each month until the maturity date.

立約人之還款方式可為: 【還款方式為: (1) 者須自付匯款或轉帳手續費】

The repayment method by the undersigned may be: 【If repayment method (1) is adopted, the borrower must pay the remittance fee or transfer administrative fee】

- ☐ (1) 跨行匯款: 解款行: 首都銀行台北分行, 帳號: 00121018880, 戶名: 放款科(請加註貸款人姓名及其身分證字號)
Inter-Bank Remittance System: Payee Bank: Metropolitan Bank & Trust Company Taipei Branch, Account No.: 00121018880, Account Name: Loan Department (please indicate borrower's name and ID Number)

- ☐ (2) 授權本行定期自本行帳戶扣款: 帳號_____
Authorize the bank to debit account no. _____.

- ☐ (3) 馬尼拉經濟文化辦事處將開支票還款。
MECO-Taipei will issue check as payment.

- ☐ (4) _____。

4. 個別磋商條款:

Individually Negotiated Clauses:

- ☐ 提前還款違約金之收取: 借款人確實明瞭貴行已說明另有提供免徵收提前清償違約金之貸款方案, 惟本案貸款條件屬於「得隨時清償」, 並同意貴行依下列()款之方式辦理:

Breach penalty charged for prepayment: The Borrower has thoroughly understood that your bank provides loan options without prepayment penalty. However, the condition of this loan is that it "may be repaid at any time". The Borrower agrees that your bank will proceed in accordance with Section () below:

- 1) 撥款後____年內提前還本金額逾訂約金額____%(不含)以上者, 以動撥首月月付金____個月計收違約金; 撥款後____年以上、____年以內提前還本金額逾訂約金額____%(不含)以上者, 以動撥首月月付金____個月計收違約金。
If the amount of prepaid principal within _____ years following the advance exceeds _____% or more (exclusive) of the contract amount, breach penalty shall be charged at _____ months of the first monthly installment after the drawdown. If the amount of prepaid principal between _____ and _____ years following the advance exceeds _____% or more (exclusive) of the contract amount, breach penalty shall be charged at _____ months of the first monthly installment after the drawdown.

- 2) 其他: ☐ 免徵收提前清償違約金。 ☐ _____。
Others: ☐ Prepayment penalty is waived. ☐ _____.

- ☐ 免收提前還款違約金之例外條件: 若借款人遇「提供貸款抵押之不動產遭政府徵收或天災毀損並取得證明文件」、「借款人死亡或重大傷殘並取得證明文件」、「銀行主動要求還款」或「未以個別磋商條款方式約定」之情形者, 則不適用前條收取提前還款違約金之約定。

Exceptional condition for waiver of prepayment penalty: If the Borrower suffers from "government appropriation of real property mortgaged under the loan or destruction by natural disaster with documents of proof", or in case of "Borrower's death or serious handicap with documents of proof", or if "the bank requires prepayment", or if "no agreement is reached under individually negotiated clauses", the provision for charging prepayment penalty under the previous article shall not be applicable.

二、 甲方履行債務有遲延還款者，乙方得請求遲延還款違約金，該違約金之計算方式如下：

If Party A delays in repaying the loan, Party B may claim delay penalty. Such penalty shall be calculated as follows:

1、 逾期在六個月以內(含六個月)者：

Delay within 6 months (including 6 months):

遲延還款違約金 = 每月月付金 × 10% × (最後付款之約定繳款日起之逾期實際天數 ÷ 30)

Delay Penalty = Monthly Installment × 10% × (actual number of days lapsed after agreed payment date of last payment ÷ 30)

2、 逾期超過六個月以上者：

Delay exceeding 6 months:

遲延還款違約金 = 每月月付金 × 20% × (最後付款之約定繳款日起之逾期實際天數 ÷ 30)

Delay Penalty = Monthly Installment × 20% × (actual number of days lapsed after agreed payment date of last payment ÷ 30)

三、 甲方同意乙方得將借款金額扣除下列費用：開辦費 NT\$_____，風險管理費 NT\$_____，代償費 NT\$_____

後之餘額轉入甲方開立之存款帳戶內，乙方並得就甲方在乙方所開立之存款帳戶內逕行支取本息，違約金及其它費用。

Party A agrees that Party B may deduct the following expenses from the loan amount: Startup Fee NT_____, Risk Management Fee _____, Repayment Fee _____, and wire the balance into Party A's deposit account. Party B may also debit principal, interest, breach penalty and other expense from Party A's account with Party B.

四、 除有約定外，甲方及連帶保證人願開具本票作為本契約債務之擔保。如甲方與乙方借款往來之利率有不同者，乙方得自行在擔保本票上填載甲方與乙方約定之最高利率；如甲方與乙方借款往來之應清償日或利息實際未繳日有不同者，乙方得以最早之期日為該擔保本票之到期日。

Unless otherwise agreed, Party A and the guarantor are willing to issue a promissory note to secure the debt under this agreement. If Party A and Party B have different loan interest rates, Party B may complete the promissory note with the highest interest rate agreed between Party A and Party B. If Party A and Party B have different payment dates or if the actual interest overdue dates are different, Party B may complete the due date on the promissory note with the earliest date.

五、 甲方與乙方授信往來縱尚未屆清償期，惟如有下列情形之一者，除第八至第十三款之情形須由乙方事先通知或催告外，其餘第一至第七款之情形，毋須由乙方事先通知或催告，乙方得隨時主張全部或一部到期，並請求清償全部或一部債務。

In the event of any of the following, Party B may claim all or part of the loan due and payable and request for all or part of the debt to be repaid, even if the credit between Party A and Party B is not yet due. In the event of Section 8 to 13 below, Party B shall give prior notice or request. In the event of Section 1 to 7, Party B does not need to give prior notice or request.

1. 任何一宗債務不依約清償本金時。

The principal of any debt is not repaid in accordance with the agreement.

2. 依破產法聲請和解、聲請宣告破產、經票據交換所公告拒絕往來、一年內發生退票列入記錄未經註銷達三張時。

Petition for settlement in accordance with bankruptcy law, petition for declaration of bankruptcy, black-listed by Taiwan clearing house, records of three or more bounced checks within one year that is not cancelled.

3. 依約定原負有提供擔保之義務而不提供時。

Obligated to provide security in accordance with the agreement but failed to do so.

4. 因死亡而其繼承人聲明為限定繼承或拋棄繼承時。

Death with successor claiming restrictive succession or abandonment of succession.

5. 因刑事而受沒收主要財產之宣告時。

Declaration of forfeiture of main properties due to criminal matters.

6. 甲方所為陳述或提供之資料，有虛偽不實或隱匿等違背誠信之行為，或違反約定或承諾之事項。

Any conduct in breach of good faith, such as any information stated or provided by Party A being false or omitted, or breach of agreement or undertaking.

7. 甲方發生退票或因案(包括但不限詐欺、侵占、背信或偽造文書等案件)遭司法機關羈押、通緝、起訴或判刑者。

Party A is seized, pursued, prosecuted or sentenced by judicial authority due to bounced check or other case (including but not limited to fraud, embezzlement, breach of trust or forgery).

8. 任何一案債務不依約支付利息、費用或(本金除外)其他應付款項時。

Interest, expense or other amount payable (except principal) of any debt is not paid in accordance with the agreement.

9. 擔保物被查封或擔保物滅失、價值減少或不敷擔保債權時。

Seizure of any security or loss, reduction of value or insufficiency of security to secure the debt.

10. 甲方對乙方所負債務，其實際資金用途與乙方核定用途不符時。

Actual use of funds acquired from debt owed by Party A to Party B is used for any purpose other than the purpose approved by Party B.

11. 受強制執行或假扣押、假處分或其他保全處分，致乙方有不能受償之虞者。

Party B may not be able to repay the loan due to enforcement, provisional seizure, provisional disposition or other security measure.

12. 立約人不履行或違背本約定書其他條款或有關契約條款之一時。

The undersigned fails to perform or breach any other provision of this agreement or other related agreement.

13. 除前述各款外、有具體事實而認為有保全債務之必要時。

Other than the above, there is substantial fact showing that there is necessity to secure the debt.

除法令有禁止抵銷之規定外，甲方或連帶保證人寄存乙方之各種存款、財務及對乙方之一切債權，縱其清償期尚未屆至，乙方得不待通知逕行以之抵銷甲方對乙方所負之債務。

Unless the law prohibits setoff, Party B may use any deposit, finance of Party A or the guarantor deposited with Party B and all creditor's right against Party B to set off against the debt owed by Party A to Party B without notice, even if such deposit, finance or creditor's right is not due.

六、 乙方因本契約執有甲方或連帶保證人簽發、保證或背書之票據，倘票據上之留存印鑑被盜用，而乙方係善意，或倘留存印鑑被偽造，而乙方已盡善良管理人之注意義務者，甲方及連帶保證人願負一切責任。

For any instrument held by Party B that is issued, guaranteed or endorsed by Party A or the guarantor pursuant to this agreement, if the sample seal

on the instrument is stolen and Party B is of good faith, or if the sample seal is forged and Party B has exercised due care as a good administrator, Party A and the guarantor are willing to bear all liabilities.

乙方因本契約而執有甲方、連帶保證人之借據、保證書或其他文書，如乙方證明已將借款交付者，甲方、連帶保證人絕不以上述文書所蓋留存印鑑係被盜用或被偽造，而否認其效力。

If Party B holds any proof of debt, guarantee or other document from Party A or the guarantor pursuant to this agreement and if Party B proves that the loan has been paid, neither Party A nor the guarantor shall deny the validity of such document based on the reason that the sample seal affixed thereon has been stolen or forged.

甲方及連帶保證人有姓名或其他變更情事發生時，應負責以書面將變更情事通知乙方，並向乙方為變更或註銷留存印鑑之申請。在未將變更情事通知乙方前，與乙方所為之交易，甲方及連帶保證人均願負一切責任，在未經乙方同意並辦妥變更或註銷印鑑手續之前，甲方及連帶保證人所留存於乙方之印鑑仍繼續有效，惟留存印鑑係被盜用或被偽造時，依前兩項之規定辦理之。

If Party A or the guarantor changes its name or makes any other change, it shall be responsible for notifying Party B of the change in writing and file an application with Party B to change or cancel the previous sample seal. Party A and the guarantor are willing to bear all liabilities for any transaction with Party B before Party B is notified of the change. Before Party B agrees to the change and before the sample seal change or cancellation procedure is completed, the sample seals of Party A and the guarantor deposited with Party B shall remain valid, provided that the two preceding paragraphs shall be applicable in the event that the sample seal is stolen or forged.

七、本約連帶保證人之保證債務範圍、金額、期間及保證人之權利義務等約定如下：

The scope of guarantee by the guarantor under this agreement, the amount, period of guarantee and the guarantor's rights and obligations are agreed as follows

1. 保證債務範圍：甲方因本契約對乙方所負之一切債務。

Scope of guarantee: All debt incurred by Party A to Party B in accordance with this agreement.

2. 保證金額：以本金新台幣_____元整為限額暨其利息、違約金合計之金額。

Guarantee amount: Limited to NT\$_____ in principle, plus accrued interest and breach penalty.

3. 保證之債務發生期間：自民國_____年_____月_____日起至_____年_____月_____日止。

Duration of guaranteed debt: From _____ to _____.

4. 凡立約人基於本契約書項下所負之一切債務，連帶保證人願與立約人負同一債務，對於貴行各負全部清償責任。

The guarantor is willing to be jointly liable with the undersigned for all debt incurred by the undersigned in accordance with this agreement and shall be liable to your bank for full repayment.

八、甲方或連帶保證人之居所如有變更，應即以書面通知乙方，乙方將有關文書向契約書所載或甲方、連帶保證人最後通知之住所發出後，經通常之郵遞期間即視為到達。

If Party A or the guarantor changes its domicile, it shall notify Party B in writing immediately. Any relevant document sent by Party B to the domicile of Party A or the guarantor specified under this agreement or last notified domicile shall be deemed delivered following the lapse of normal posting period.

九、甲方及連帶保證人(以下合稱本人)同意乙方得依電腦處理個人資料保護法之規定於登記之特定目的項下，蒐集、電腦處理、國際傳遞及利用本人之資料，並得及於特定目的外之利用，乙方亦得將本人之資料提供與財團法人金融聯合徵信中心及銀行同業為電腦處理及利用。

Party A and the guarantor (hereinafter collectively, "I") agree that Party B may collect, process by computer, transmit internationally and use personal information for the specific purpose of registration in accordance with the provisions of the Computer Processed Personal Information Protection Act. In addition to the specific purpose, Party B may also provide such information to the Joint Credit Information Center and other banks for computer processing and use.

十、甲方及連帶保證人(以下合稱本人)同意乙方委託之特約第三人向本人為應收債權之催收。

Party A and the Guarantor (hereinafter collectively, "I") agree that any third party contracted by Party B may collect any debt payable by Party A and the Guarantor.

十一、甲方對乙方所負之各宗債務，其授信契據如有遺失、滅失或損毀等情事時除乙方帳簿、傳票、電腦製作之單據、債權憑證、往來文件之正、影本、縮影本等之記載，經甲方及連帶保證人證明確有錯誤，乙方應更正者外，甲方及連帶保證人對前述簿據文件之記載，均願如數承認，並依其規定履行債務，且同意一經乙方通知，即向乙方補立授信契據，以供乙方收執。

If the credit instrument about any debt owed by Party A to Party B is lost, destroyed or damaged, unless any statement in Party B's book, voucher, computer generated form, proof of debt, original and photocopies of correspondence or microfilm is proven by Party A and the guarantor to be obviously erroneous, in which case Party B shall make corrections, Party A and the guarantor shall fully recognize the statement in such document, perform their obligations accordingly and agree to re-issue the instrument for the credit facility immediately once notified by Party B for Party B's safekeeping.

十二、乙方有權不經甲方及連帶保證人同意隨時將乙方依本契約所得主張之各項權利(包括對甲方之利息請求權及借款返還請求權等)之全部或一部轉讓與第三人，如因債權轉讓致須辦理各項變更手續時，甲方及連帶保證人應於接獲乙方通知後立即照辦，絕無異議。甲方亦同意乙方得逕自將前項債權設定質權予第三人。

Party B has the right to assign all or part of the rights that it may claim in accordance with this agreement (including the right to interest and the right to request loan repayment against Party A) at any time without consent of Party A or the guarantor. If any change procedure is necessary due to the assignment of debt, Party A and the guarantor shall carry out the procedure immediately upon receipt of Party B's notice without any objection. Party A also agrees that Party B may create a pledge on its creditor's right for the benefit of a third party.

十三、甲方及連帶保證人同意倘有應支付乙方手續費，最低月付金及其他本約定條款之修訂或增訂，應於乙方以書面通知甲方及連帶保證人一個月後生效，甲方或連帶保證人如不同意，應於生效日前以書面通知乙方終止本合約。

Party A and the guarantor agree that if any provision about any processing fee payable to Party B, minimum monthly payment or other clause hereunder is amended or added, it shall become effective one month after Party B notifies Party A and the guarantor in writing. If Party A or the guarantor does not agree, it shall notify Party B in writing before the effective date to terminate this agreement.

十四、如甲方不依約履行責任而致生訴訟時，甲方同意，乙方為行使或保全其於本契約下各項權益所發生之律師費用及其他必要費用，均應由甲方負擔。

If any litigation arises due to Party A's failure to perform its obligations, Party A agrees to bear any attorney's fee and other required fees incurred from Party B's exercise or security of its rights hereunder.

十五、本契約有關事項應適用中華民國法律之規定，並以乙方所在地為履行地，就本契約涉訟時，合約當事人均同意以台灣台北地方法院為第一審管轄法院。但法律有專屬管轄之特別規定者，從其規定。

The laws of the Republic of China shall be applicable to any matters relevant to this agreement and the place of performance shall be the place where Party B is located. In case of any litigation due to this agreement, the parties agree that the Taiwan Taipei District Court shall be the first-instance court

of jurisdiction, except if there is special legal provision about exclusive jurisdiction.

十六、爭議處理及申訴管道：若有爭議發生時，甲方可經由公告於乙方官網 www.metrobank.com.tw 之申訴管道向乙方提出申訴，乙方應適當處理並儘速回覆。

Dispute Resolutions and Complaint Channel : If there is any dispute, Party A may raise it through the complaint channels disclosed in Party B's website www.metrobank.com.tw; Party B shall handle the complaint appropriately and response as soon as possible.

十七、本契約正本一份由乙方收執，影本由乙方註明與正本完全相符，交甲方及保證人各執一份為憑。

Party B shall keep one original copy of this agreement. One photocopy shall be certified to be identical to the original copy by Party B and delivered to each of Party A and the guarantor as proof.

十八、甲方於借款期滿清償完畢時，視甲方需要由乙方給予清償證明壹份。如甲方需額外壹份清償證明或正本遺失需補發時，甲方需繳付手續費新台幣壹佰元。

Upon expiry of the loan period and following full repayment by Party A, Party B may provide a copy of the proof of repayment as required by Party A. If Party A needs additional proof of repayment or if the original copy is lost and needs to be re-issued, Party A shall pay the processing fee of NT\$100.

本消費性貸款契約之英文翻譯僅供參考，中文與英文之內容不一致時，以中文為準。

This Consumer Credit Facility Agreement is translated in English for reference. In the event of any discrepancy between the Chinese and English texts hereof and thereof, the Chinese version shall govern.

※本約**第一條第4項、第二條、第五條第1、8項、第六條及第十條**條款內容，係經個別協議，甲方特表同意：
Section 4 of Articles 1, Article 2, Section 1 & 8 of Article 5, Article 6 and Article 10 are individually negotiated and Party A expressly agrees thereto:

立約人簽章：

Undersigned's Signature : _____

※本約第七條條款內容本人已逐項閱讀並同意遵守。

※I have read each section of Article 7 hereof and agree to comply with such provision.

連帶保證人簽章：

Guarantor's Signature : _____

※ 立約人、連帶保證人應於本契約留存印鑑，嗣後與貴行間有關借款之一切往來，均憑本留存印鑑辦理。

The undersigned and the guarantor shall keep sample seals under this agreement, which shall be required for all dealings with your bank in relation to the loan.

※ 立約人及連帶保證人簽署前業已審閱本契約各條款內容，並願遵守之。

The undersigned and the guarantor have read all clauses of this agreement before signature and agree to comply with these clauses.

此致 菲律賓首都銀行

To Metropolitan Bank & Trust Company

留存印鑑 Sample Seal	對保親簽 Undersigned's Signature	銀行對保 Verifier's Signature	時間、地點 Time and Location

立約人簽章：

Undersigned's Signature : _____

身分證號碼 ID No.: _____

地址 Address: _____

連帶保證人簽章：

Guarantor's Signature : _____

身分證號碼 ID No.: _____

地址 Address: _____

中華民國 年 月 日

Date: _____