

菲律賓首都銀行消費性無擔保貸款契約

Contract for Unsecured Consumer Loan of Metropolitan Bank & Trust Company

借款人_____及保證人_____聲明於民國__年__月__日攜回本契約詳細審閱（契約審閱期間至少五日），並充分瞭解及確認，雙方約定確實遵守所列各條款。

Borrower _____ and Guarantor _____ hereby state that they have taken this Contract back home on ____ (year) ____ (month) ____ (day) for review (at least five days should be allowed for contract review), and they understand fully and accept the terms and conditions as agreed by the parties.

借款人_____（以下簡稱「甲方」）茲向菲律賓首都銀行（以下簡稱「乙方」）辦理借款，雙方約定確實遵守下列各條款：

Borrower _____ (%Barty A+) hereby applies for a loan from Metropolitan Bank & Trust Company (%Barty B+), and the parties hereto agree to the terms and conditions below:

第一條（契約類型）

本借款契約其借款金額撥付方式係指乙方核給甲方一借款金額，而乙方將該借款金額一次撥付予甲方之借款類型。

Article 1 (Type of Contract)

The Contract refers to Party B grants Party A a loan amount and disburses the loan proceeds to Party A in one lump sum.

第二條（借款金額或額度）

甲方借款金額為新臺幣_____元整。

Article 2 (Loan Amount or Limit)

The loan amount granted to Party A is NT\$_____.

第三條（借款之交付）

（一）一次撥付型

於乙方撥入甲方指定在_____銀行之_____存款第_____號帳戶內，即視為乙方貸與款項之交付。

（二）循環動用型

於本借款額度及借款期限內，甲方憑存摺及取款憑條、電話語音轉帳或網路轉帳，在甲方於乙方開設之_____存款第_____號帳戶（以下簡稱「循環動用借款帳戶」）內由甲方循環動用，並於甲方提領時視為乙方貸與款項之交付。

Article 3 (Loan Disbursement)

(1) Lump-sum disbursement:

Party B's loan to Party A is deemed disbursed when Party B deposits the loan proceeds into Party A's _____ deposit account No. _____ at _____ Bank as instructed by Party A.

(2) Revolving loan facility:

Party B's loan to Party A is deemed disbursed when loan proceeds are available in a _____ deposit account No. _____ opened by Party A at Party B (referred to as the %evolving loan drawdown account+hereunder) for drawdown by Party A and Party A makes withdrawal from the account with a passbook and a withdrawal slip or makes transfer from the account via phone banking or online banking during the term of loan.

第四條（借款期間）

（一）一次撥付型

本借款期間_____年_____月，自民國_____年_____月_____日起至民國_____年_____月_____日止。

（二）循環動用型

自民國_____年_____月_____日起至民國_____年_____月_____日止，共一年。契約期限屆滿前乙方如不同意續約，應至遲於契約期限屆滿之三十日前（不含契約期限屆滿當日），以書面通知甲方；乙方如未依前述規定辦理，甲方得主張依同一契約內容續約一年，不另換約。

Article 4 (Term of Loan)

(1) Lump-sum disbursement

This loan has a term of _____ (years) _____ (months), starting on _____ (year) _____ (month) _____ (day) and ending on _____ (year) _____ (month) _____ (day).

(2) Revolving loan facility

This loan has a term of one year, starting on _____ (year) _____ (month) _____ (day) and ending on _____ (year) _____ (month) _____ (day). If Party B decides not to renew the Contract prior to its expiration, Party B shall, no later than 30 days before the expiration date (excluding the day on which the Contract expires), notify Party A in writing. Should Party B fails to act according to the preceding provision, Party A may claim that the loan has been renewed for another year under the same terms and conditions without signing another contract.

第五條（借款利息計付方式）

本借款之利息以下列方式計付：

按乙方基準利率（或其他指標利率）__%加年利率__%計算(合計年利率__%)；嗣後隨乙方基準利率（或其他指標利率）變動而調整，並自調整日起，按調整後之年利率計算。

前項所稱之基準利率（或其他指標利率）以台銀、合庫、華銀、一銀及台灣土地銀行等五家銀行當期公告之「基準利率」之平均利率加年息 _____%訂定之。

利息計算方式，如下：

按月計息，本金乘以年利率，再除以十二即得每月之利息額。不足一個月之畸零天數部分，則按日計息，即：一年(含閏年)以三百六十五日為計息基礎，以本金乘以年利率、天數，再除以三百六十五即得畸零天數部分之利息額。

Article 5 (Calculation and Payment of Loan Interest)

Interest on this loan to be calculated and paid according to the following methods:

Calculated by Party B's prime rate (or other benchmark rates) at _____ % plus an annual rate of _____ % (totaling _____ % per annum); the interest rate will be adjusted subsequently as Party B's prime rate (or other benchmark rates) changes, and interest will be calculated at the adjusted annual rate starting from the date of adjustment.

The prime rate (or other benchmark rates) referred to in Paragraph 1 shall be based on the average of announced base rate+of 5 banks, i.e. the Bank of Taiwan, Taiwan Cooperative Bank, Hua Nan Comm Bank, First Comm Bank and Land Bank of Taiwan plus _____ % per annum. .

Interest is calculated monthly, monthly interest is the principal multiplied by annual interest and then divided by 12, and interest on the portion less than a month will be calculated daily, that is, interest will be accrued on the basis of 365 days a year (including leap years) where principal is multiplied by annual interest rate and the number of days elapsed in the partial month and then divided by 365.

第六條（利率調整之通知）

乙方應於基準利率(或其他指標利率)調整時5日內將調整後之基準利率(或其他指標利率)告知甲方。未如期告知者，其為利率調升時，仍按原約定利率計算利息、遲延利息；其為利率調降時，則按調降之利率計算利息、遲延利息。

前項告知方式，乙方除應於營業場所及網站公告外，雙方另約定應以書面通知之方式告知

乙方調整基準利率（或其他指標利率）時，甲方得請求乙方提供該筆借款按調整後利率計算之本息攤還方式及本息攤還表。

依第五條第一項第五款個別約定利息計付方式者，其利率調整時，準用前三項之約定。

Article 6 (Notice of Interest Rate Change)

When Party B adjusts its prime rate (or other benchmark rates), Party B shall notify Party A of the adjusted prime rate (or other benchmark rates) within 5 days. If Party B fails to make such notification in a timely manner, the interest and delay interest will be calculated at the originally agreed rate when interest rate is adjusted higher, and calculated at lower rate when interest rate is adjusted down.

Party B shall post the announcement of interest rate change mentioned in the preceding paragraph at its business places and on its website, and in addition, notify Party A via a written notice as mutually agreed by the parties

When Party B adjusts the prime rate (or other benchmark rates), Party A may ask Party B to provide the principal and interest repayment method and repayment schedule calculated based on the adjusted interest rate.

Where interest is calculated and paid as agreed according to Subparagraph (5), Paragraph 1 of Article 5, the provisions of preceding three paragraphs shall apply when interest rate is adjusted.

第七條（本息攤還方式與還款方式）

本借款本息攤還方式得約定下列方式：

自實際撥款日起，依年金法，按月攤還本息。

乙方應提供甲方借款本息計算方式及攤還表，並應告知網路或其他查詢方式。

乙方提供「無限制清償期間」：甲方並得隨時償還借款或結清帳戶，無須支付違約金。

Article 7 (Amortization of Principal and Interest and Repayment Method)

The principal and interest of the loan may be repaid by the following method:

Starting from the actual date of disbursement, Party A will make monthly amortized payment on principal and interest calculated by annuity method.

Party B should provide Party A with the method of calculating loan principal and interest and repayment schedule, and inform Party A of the method of inquiring loan payment online.

Party B offers the option of %0 prepayment penalty+: Party A may repay the loan or close the account at any time without paying any penalty.

第八條（遲延利息及違約金）

甲方如遲延還本或付息時，乙方按原借款利率計算遲延期間之遲延利息者，始得收取違約金。上開違約金按下列方式計收：

逾期六個月以內者，按原借款利率之百分之十，逾期超過六個月部分，按原借款利率之百分之二十，按期計收違約金，每次違約狀態最高連續收取期數為九期。

Article 8 (Delay Interest and Penalty)

Where Party A is late in repaying the principal or paying the interest, Party B may charge penalty only if it calculates interest during the late payment period at the original loan rate. The aforementioned penalty will be charged by the following methods:

If payment is less than six months late, default penalty will be charged by billing period at the rate of 10% of the original loan rate; for the portion of payment over six months late, the penalty will be charged at the rate of 20% of the original loan rate. For each incidence of default, penalty may be charged only up for nine consecutive billing periods.

第九條（費用之收取）

本借款之費用得約定如下：

（一）開辦費：新臺幣____元整。

（二）帳戶管理費：新臺幣____元整。

前項所列費用均以收取一次為限。且除前項所列費用之項目與金額外，乙方不得另外收取其他費用。

Article 9 (Fees)

Loan fees may be agreed on as follows:

(1) Up-front charge: NT\$ _____.

(2) Account management fee: NT\$ _____.

The fees listed in the preceding paragraph may be charged once only. Aside from the fee items and amounts listed in the preceding paragraph, Party B may not charge other fees.

第十條（加速條款）

甲方對乙方任一借款所負之支付一切本息及費用之債務，均應依約定期限如數清償。

甲方如有下列情形之一，乙方得酌情縮短借款期限，或視為全部到期。但乙方依下列第二款、第六款及第七款之任一事由為前揭主張時，應於合理期間以書面通知甲方後，始生縮短借款期限，或視為全部到期之效力：

（一）任何一宗債務不依約清償本金者。

（二）任何一宗債務不依約支付利息、費用、其他應付款項者。

- (三)依破產法或消費者債務清理條例聲請和解、聲請宣告破產、經票據交換所通知拒絕往來、停止營業，清理債務者。
- (四)因債務人死亡而其繼承人聲明為拋棄繼承者。
- (五)因刑事而受沒收主要財產之宣告者。
- (六)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者。
- (七)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。

Article 10 (Acceleration Clause)

Party A shall pay off all debts in connection with any of the loans granted by Party B, including principal, interest and fees, according to the agreed terms and conditions.

In case Party A has any of the following situations, Party B has the discretion to shorten the term of loan or call the entire loan due. However when Party B makes any claim in accordance with Subparagraph (2), (6), and (7) hereof, it should notify Party A in writing and give Party A a reasonable period of time before the shortening of loan term or the calling of loan takes effect:

- (1) Party A fails to repay the principal of any debt as agreed.
- (2) Party A fails to pay interest, fees and other payables on any debt as agreed.
- (3) Party A files for settlement or voluntarily files or is being filed for declaration of bankruptcy under the Bankruptcy Act or the Consumer Debt Clearance Act, or the bill or check drawn by Party A is being denied service by the clearing house, or Party A ceases its business, or is in the process of debt consolidation.
- (4) Party A passes away and his/her heirs waive rights to inherit.
- (5) Party A's major assets are being seized under court order in connection with a criminal case.
- (6) The actual use of proceeds from loans granted by Party B is inconsistent with the purpose approved by Party B.
- (7) Party A's assets are subject to compulsory execution, provisional seizure, provisional disposition or other precautionary measures that it is likely Party B will not be able to receive repayment from Party A.

第十一條（抵銷權之行使）

甲方不依本契約之約定按期攤付本息時，債權債務屆期或依前條規定視為到期，乙方得將甲方及保證人寄存乙方之各種存款及對乙方之其他債權於必要範圍內期前清償，並將期前清償款項抵銷甲方對乙方所負本契約之債務。但甲方之存款及其對乙方之其他債權足以清償本契約之債務者，則乙方對保證人不得行使抵銷權。

乙方依前項為抵銷，其抵銷之意思表示應以書面方式通知甲方及保證人，其內容應包括行使抵銷權之事由、抵銷權之種類及數額，並以下列順序辦理抵銷：

- (一)甲方對乙方之債權先抵銷，保證人對乙方之債權於乙方對甲方強制執行無效果後抵銷。
- (二)已屆清償期者先抵銷，未屆清償期者後抵銷。
- (三)抵銷存款時，以存款利率低者先抵銷。

Article 11 (Exercise of Offset Right)

When Party A fails to make amortized payment as agreed, or when Party A's debt becomes due or is deemed due in accordance with the preceding article, Party B has the right to treat the deposits of Party A and Guarantor at Party B and all of Party A's claims over Party B as early payment to Party B and use such early payment to offset Party A's debt to Party B. However when Party A's deposits at Party B and Party A's other claims over Party B are sufficient to pay off Party A's debts under the Contract, Party B shall not exercise offset right against Guarantor.

When Party B plans to carry out offset in accordance with the preceding paragraph, it shall notify Party A and Guarantor of its intent in writing. Such notice shall contain information on cause for exercise of offset right, types of offset rights and amounts involved. Party B shall carry out offset in the following order:

- (1) Party A's claims over Party B will be offset first, and Guarantor's claims over Party B will be offset after Party B's action of compulsory enforcement against Party A is ineffectual.
- (2) Debts that are due will be offset first and debts that are not yet due will be offset later.
- (3) When deposits are used for offset, deposits with lower interest rate will be offset first.

第十二條（住所變更之告知）

甲方、保證人之住所或通訊處所或乙方之營業場所如有變更者，應立即以書面或甲乙雙方約定之方式告知對方。如有應告知而未告知者，則他方以原址通知，並以寄出通知時視為已送達。

Article 12 (Notice of Address Change)

Where Party A or Guarantor changes his or her residence or mailing address, or Party B changes its business place, the changing party shall immediately notify the other party in writing or in a manner as agreed by the parties.

第十三條（消費者資訊之利用）

乙方僅得於履行本契約之目的範圍內，蒐集、處理及利用甲方及保證人之個人資料及與金融機構之往來資料。但相關法令另有規定者，不在此限。

甲方及保證人：

不同意（甲方或保證人如不同意，乙方將無法提供本項貸款服務）

同意

（二者擇一勾選；未勾選者，視為不同意）

乙方得將甲方及保證人與乙方之個人與授信往來資料提供予財團法人金融聯合徵信中心及受乙方遵循相關法令委任代為處理事務之人。但乙方經甲方及保證人同意而提供予前述機構之甲方及保證人與乙方往來資料如有錯誤或變更時，乙方應主動適時更正或補充，並要求前述機構或單位回復原狀，及副知甲方或保證人。

甲方或保證人提供乙方之相關資料，如遭乙方以外之機構或人員竊取、洩漏、竄改或其他侵害者，應儘速以適當方式通知甲方或保證人，且甲方或保證人向乙方要求提供相關資料流向情形時，乙方應即提供甲方或保證人該等資料流向之機構或人員名單。

Article 13 (Use of Consumer Information)

Unless it is otherwise provided by law, Party B may gather, process and use the personal information of Party A and Guarantor and their information on dealings with financial institutions only to the extent of serving the purpose of the Contract.

Party A and Guarantor:

Disagree (if Party A or Guarantor disagrees, Party B will not be able to provide this loan service).

Agree.

(Check either one; if neither is checked, it is deemed that Party A and Guarantor disagree).

Party B may provide the personal information of Party A and Guarantor and information on their credit-related dealings with Party B to the Joint Credit Information Center (JCIC) and persons commissioned by Party B in compliance with applicable regulations to handle matters on Party B's behalf. However when the data and information of Party A and Guarantor provided to the aforementioned entities under their consent contains error, Party B should take the initiative to make correction or supply additional information and ask the aforementioned entities to restore the status quo, and send Party A or Guarantor a notice of the same.

If the information provided by Party A or Guarantor to Party B is stolen, leaked, altered or otherwise infringed by institutions or persons other than Party B, Party B shall notify Party A or Guarantor by an appropriate means as soon as possible, and if Party A or Guarantor asks Party B to furnish the flow of relevant information, promptly provide Party A or Guarantor with the list of institutions or persons that have access to such information.

第十四條（委外催收之告知）

甲方如發生延滯逾期返還本金或利息時，乙方得將債務催收作業委外處理，並應於債務委外催收前以書面通知甲方與保證人。通知內容應依相關法令規定，載明受委託機構名稱、催收金額、催收錄音紀錄保存期限，及其他相關事項。

乙方應將受委託機構基本資料公佈於乙方營業場所及網站。

乙方未依第一項規定通知或受委託機構未依相關法令規定辦理催收，致甲方或保證人受損者，乙方應負連帶賠償責任。

Article 14 (Notice of Outsourcing of Collection Operation)

When Party A is late in repaying principal or interest, Party B may outsource its debt collection operation and notify Party A and Guarantor the same in writing before doing so. Such notice shall contain information on the name of outsourced collection service provider, collection amount, period of retention for tape-recorded collection record, and other relevant matters as required by applicable regulations.

Party B shall post the basic information of the outsourced debt collection service provider at its business places or on its website.

If Party B fails to send notice according to Paragraph 1 hereof or Party B's outsourced service provider fails to perform the collection activities in accordance with applicable regulations, Party B shall be held jointly liable for damages incurred by Party A or Guarantor thereof.

第十五條（委外業務之處理）

乙方依主管機關相關法令規定，得將交易帳款收付業務、電腦處理業務或其他與本契約有關之附隨業務，委託第三人（機構）處理。

乙方依前項規定委外處理業務時，應督促並確保該等資料利用人遵照銀行法及其他相關法令之保密規定，不得將該等有關資料洩漏予第三人。

受乙方委託處理資料利用人，違反個人資料保護法規定，致個人資料遭不法蒐集、處理、利用或其他侵害甲方或保證人權利者，甲方或保證人得依民法、個人資料保護法或其他相關法令規定，向乙方及其委託處理資料利用人請求連帶賠償。

Article 15 (Outsourcing of Business Operations)

Party B may, in accordance with applicable regulations set forth by the competent authorities, commission third parties (institutions) to handle the billing and payment operations, computer processing operation or other operations associated with the Contract.

Where Party B has outsourced its business operations according to the preceding paragraph, Party B shall urge and ensure that outsourced service providers will observe the confidentiality provisions set out in the Banking Act and other applicable regulations without disclosing relevant information to third parties.

When an outsourced service provider commissioned by Party B violates the Personal Information Protection Act that results in the personal information of Party A or Guarantor being illegally gathered, processed, or used, or the rights of Party A or Guarantor being otherwise infringed, Party A or Guarantor may seek damages from both Party B and the outsourced service provider.

第十六條（服務專線）

乙方之服務專線如下：

- 電話：
- 傳真：
- 電子信箱（E-MAIL）：
- 網址：
- 其他：

上開資料如有變更，乙方應於營業場所或網站公告。

Article 16 (Service Hotline)

Party B's service hotlines are as follows:

- Telephone:
- Fax:
- E-mail:
- Website:

If there is any change to the aforementioned information, Party B shall post an announcement at its business places or on its website.

第十七條（文字）

本約定書以中文及英文作成。但如中、英文內容有歧異時，應以中文為準。

Article 17 (Governing Language)

This Agreement is made in Chinese and English. The Chinese version shall govern in the event of inconsistencies or discrepancies.

第十八條（管轄法院）

倘因本契約涉訟者，雙方同意以台灣台北地方法院為第一審管轄法院，但不得排除消費者保護法第四十七條或民事訴訟法第二十八條第二項、第四百三十六條之九小額訴訟管轄法院之適用。

Article 18 (Court of jurisdiction)

If litigation arises out of this contract, the parties agree that Taiwan Taipei District Court be the court of jurisdiction for the first instance. However, the application of Article 47 of Consumer Protection Act or Paragraph 2, Article 28 or Article 436-9 of the Code of Civil Procedure on small claim court may not be excluded.

第十九條 (契約之交付)

本契約正本乙式__份，由甲乙雙方、保證人及其他關係人各執乙份為憑。但經保證人及其他關係人要求或徵得其同意者，得交付影本由乙方註明『與正本完全相符』並加蓋本契約專用章。

Article 19 (Delivery of Contract)

The Contract is executed in _____ original copies , to be held each by the parties hereto, Guarantor and other related parties. If so requested or agreed by Guarantor and other related parties, Party B may deliver to them a photocopy of the Contract noted with the wording 'Identical to the Original' by Party B and affixed with Party B's contract seal.

甲方(借款人)：_____ (簽章)

Party A (Borrower): _____ (signature/seal)

保證人：_____ (簽章)

Guarantor: _____ (signature/seal)

乙方：菲律賓首都銀行

Party B: Metropolitan Bank & Trust Company

中 華 民 國 年 月 日

Date: