



第一銀行 First Bank

借

據 (新設定購屋貸款)

IOU (for newly created home-purchasing loan)

借款人_____ (以下簡稱甲方) 茲邀同保證人向第一商業銀行股份有限公司 (即第一商業銀行, 包括總行及所屬各分支機構, 以下簡稱

乙方) 貸款新臺幣_____元整 (即保證人之保證本金), 並聲明本借據已於民國_____年_____月_____日, 經甲方及保證人攜回或至乙方網站下載詳細審閱 (契約審閱期間至少 5 日), 已充分瞭解及確認, 並約定共同遵守下列各條款:

The Borrower_____ (hereinafter referred to as "Party A") hereby invites the Guarantor to borrow the amount of SAY TOTAL NT DOLLARS _____ ONLY (i.e., the principal amount guaranteed by the Guarantor) from First Commercial Bank Co., Ltd. (i.e., First Commercial Bank, including the head office and its branches, hereinafter referred to as "Party B"), and declares that this IOU, after being carried back or downloaded from Party B's website by Party A and the Guarantor for detailed review (for a period of at least five (5) days during which the IOU is reviewed) on the day of _____ (MM DD, YYYY), has been fully understood and acknowledged by Party A and the Guarantor. Both Parties therefore agree to jointly adhere to the following terms and conditions:

一、撥款方式:

1 Loan disbursement:

本貸款由乙方依下列第_____款方式撥款, 作為貸款之交付:

Party B shall disburse this Loan by means of Subparagraph _____ set forth below as delivery of the Loan:

(一) 撥付甲方在乙方開設之 ☐ 活期儲蓄存款 ☐ _____ 存款第_____號帳戶。

1) Disbursing this Loan to Party A's ☐ demand savings deposit account ☐ _____ deposit account, with the account number of _____ opened at Party B;

(二) 撥付甲方指定之_____銀行 ☐ 活期儲蓄存款 ☐ _____ 存款第_____號帳戶, 相關手續費由甲方另行支付。

2) Disbursing this Loan to ☐ demand savings deposit account ☐ _____ deposit account, with the account number of _____ opened at _____ Bank, designated by Party A, with the relevant handling fee incurred thereof being paid separately by Party A;

(三) 依甲方所出具之「撥款委託書」辦理撥付。

3) Disbursing this Loan in accordance with the Disbursement Instruction presented by Party A;

(四) 按甲方指定之其它方式撥付: _____

4) Disbursing this Loan in accordance with other means as specified by Party A. _____

二、貸款期間:

2 Term of Loan:

本貸款期間自民國_____年_____月_____日起至民國_____年_____月_____日止, 共_____年_____月。

The term of this Loan shall be from the date, _____ (MM _____ (DD), _____ (YYYY) to the date, _____ (MM) _____ (DD), _____ (YYYY), totaling _____ year(s) _____ month(s).

三、償還方式:

3 Method of Repayment:

本貸款還本付息方式如下列第_____款:

1. Repayments of principal and interest shall be made by means of Subparagraph _____ set forth below:

(一) 自貸款日起, 於每月_____日 ☐ 依年金法, 按月平均攤付本息。 ☐ 本金按月平均攤還, 利息按月計付。

1) Form the Loan Date on, repayment of principal and interest shall be made monthly on the _____ day of each month, where ☐ the principal and interest shall be amortized for equal monthly payments in accordance with the annuity method; ☐ the principal shall be amortized for equal monthly payments and the interest shall be paid monthly.

(二) 自貸款日起, 前_____個月為還本寬限期, 於每月_____日按月計付利息。

自第_____個月起於每月_____日 ☐ 依年金法, 按月平均攤付本息。 ☐ 本金按月平均攤還, 利息按月計付。

2) Form the Loan Date on, the first _____ months shall be the grace period, where principal repayment is waived and the interest shall be paid monthly on the _____ day of each month. Starting from the _____ month, repayment of principal and interest shall be made monthly on the _____ day of each month, where ☐ the principal and interest shall be amortized for equal monthly payments in accordance with the annuity method; ☐ the principal shall be amortized for equal monthly payments and the interest shall be paid monthly.

(三) 自貸款日起, 依年金法, 每十四日平均攤付本息一次。

3) From the Loan Date on, principal and interest are amortized equally every fourteen days in accordance with the annuity method.

(四)

4)

乙方應提供甲方貸款本息計算方式及攤還表, 並應告知網路或其他查詢方式。

2. Party B shall provide Party A with the calculation method of the principal and interest of the loan and the amortization schedule, and shall inform the enquiry method via internet or other ways.

四、貸款利率: 本條第一項第(二)款及第四項告知方式之約定為個別商議條款, 由保證人、甲方分別於第二十三、三十三條條文末親簽後生效

4 Loan Interest Rate: Paragraph 1, Subparagraph 2), and Paragraph 4. regarding the manner of notification agreed in this Article shall be the terms and conditions individually negotiated, and shall become effective after being signed by the Guarantor and Party A in person at the end of Articles 23 and 33 respectively.

甲方及保證人選擇指標利率為 ☐ 乙方之放款指數利率 (每三個月定期調整一次, 詳如本條後段說明) ☐ 乙方之放款指數利率 - 月調 ☐ 中華郵政股份有限公司二年定期儲金機動利率 ☐ _____, 同時知悉乙方提供「無限制清償期間利率」及「限制清償期間利率」兩款貸款計息方式, 甲方及保證人同意依下列第_____款方式計付:

放 297C 【112.12 中英文版】(12-1)

Loan 297C 【Chinese-English Version, December 2023】(12-1)

1. Party A and the Guarantor hereby choose the index interest rate as ☐ Party B's index interest rate on loans (adjusted regularly every three months, as described in the latter part of this Article) ☐ Party B's index interest rate on loans adjusted monthly ☐ Two-year time savings deposit floating interest rate announced by Chunghwa Post Co., Ltd. ☐ , and at the same time learn that Party B provides two kinds of loan interest calculation methods, "Interest Rate without prepayment penalty" and "Interest Rate with prepayment penalty". Party A and the Guarantor agree to repay the interest accrued by means of Subparagraph _____ set forth below:

(一)「無限制清償期間利率」：適用本款利率者，得隨時提前清償貸款或向乙方申請塗銷不動產抵押權，不另計付提前清償違約金：

1) "Interest Rate without prepayment penalty": Where the interest rate herein applies, the loan may be prepaid or Party A may apply for the cancellation of the real estate mortgage at any time without additional prepayment penalty payable:

- ☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按固定利率_____ %計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a fixed rate of _____ %;
☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按固定利率_____ %計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a fixed rate of _____ %;
☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按甲方及保證人選擇之指標利率加年率_____ % (立據日為年率_____ %) 機動計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a floating interest rate composed of the index interest rate chosen by Party A and the Guarantor plus the annual interest rate of _____ % (the annual rate on the date of establishing this IOU being _____ %);
☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按甲方及保證人選擇之指標利率加年率_____ % (立據日為年率_____ %) 機動計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a floating interest rate composed of the index interest rate chosen by Party A and the Guarantor plus the annual interest rate of _____ % (the annual rate on the date of establishing this IOU being _____ %);
☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按甲方及保證人選擇之指標利率加年率_____ % (立據日為年率_____ %) 機動計息；
☐ From the date of _____ (MM)_____ (DD),_____ (YYYY) on, the interest is accrued at a floating interest rate composed of the index interest rate chosen by Party A and the Guarantor plus the annual interest rate of _____ % (the annual rate on the date of establishing this IOU being _____ %);
☐

(二)「限制清償期間利率」：適用本款利率者，限制清償條件為 ☐ 自貸款日起算_____年_____月內提前清償部分或全部貸款者，依提前還款本金 (不含正常攤還部分) 金額，應計付提前清償違約金 ☐ 自貸款日起算_____年_____月內，提前清償全部貸款並向乙方申請塗銷不動產抵押權時，按申請塗銷日前三個月內(含申請塗銷日)所償還之累計本金(不含正常攤還部分)金額，應計付提前清償違約金：

2) "Interest Rate with prepayment penalty": Where the interest rate herein applies, prepayment is restricted by: ☐ Where the loan is repaid in part or in full in advance within _____ year(s) _____ month(s) from the loan date, a prepayment penalty shall be payable according to the amount of the principal (excluding the normal amortization portion) repaid in advance ☐ Where the loan is repaid in full in advance and Party A applies for the cancellation of the real estate mortgage within _____ year(s) _____ month(s) from the loan date, a prepayment penalty shall be payable, calculated according to the amount of the cumulative principal repaid (excluding the normal amortization portion) within the three months prior to the date of the cancellation application (including the date of the application for the cancellation):

- ☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按固定利率_____ %計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a fixed rate of _____ %;
☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按固定利率_____ %計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a fixed rate of _____ %;
☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按甲方及保證人選擇之指標利率加年率_____ % (立據日為年率_____ %) 機動計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a floating interest rate composed of the index interest rate chosen by Party A and the Guarantor plus the annual interest rate of _____ % (the annual rate on the date of establishing this IOU being _____ %);
☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按甲方及保證人選擇之指標利率加年率_____ % (立據日為年率_____ %) 機動計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a floating interest rate composed of the index interest rate chosen by Party A and the Guarantor plus the annual interest rate of _____ % (the annual rate on the date of establishing this IOU being _____ %);
☐ 自民國_____年_____月_____日起至民國_____年_____月_____日止，按甲方及保證人選擇之指標利率加年率_____ % (立據日為年率_____ %) 機動計息；
☐ Starting from the date, _____ (MM)_____ (DD),_____ (YYYY) to the date, _____ (MM)_____ (DD),_____ (YYYY), the interest is accrued at a floating interest rate composed of the index interest rate chosen by Party A and the Guarantor plus the annual interest rate of _____ % (the annual rate on the date of establishing this IOU being _____ %);
☐ 自民國_____年_____月_____日起，按甲方及保證人選擇之指標利率加年率_____ % (立據日為年率_____ %) 機動計息；
☐ From the date of _____ (MM)_____ (DD),_____ (YYYY) on, the interest is accrued at a floating interest rate composed of the index interest rate chosen by Party A and the Guarantor plus the annual interest rate of _____ % (the annual rate on the date of establishing this IOU being _____ %);
☐

上開限制清償期間以三年為上限，提前清償違約金計算如次：

The period to which the foregoing “Interest Rate with Restriction of Prepayment Period” applies is capped at three years, and the prepayment penalty is accrued as follows:

1. 自貸款日起算____年____月以內，依百分之____計付。

i) Within _____ years and _____ months from the loan date, payment shall be accrued at _____ %.

2. 自貸款日起算超過____年____月而在____年____月以內，依百分之____計付。

ii) More than _____ years _____ months but within _____ years _____ months from the loan date, payment shall be accrued at _____ %.

3. 自貸款日起算超過____年____月而在____年____月以內，依百分之____計付。

iii) More than _____ years _____ months but within _____ years _____ months from the loan date, payment shall be accrued at _____ %.

若因下列因素須提前清償者，乙方將不收取提前清償違約金：1. 提供貸款抵押之不動產遭政府徵收或天災損毀並取得證明文件。2. 甲方死亡或重大傷殘並取得證明文件。3. 乙方主動要求還款。

Where the prepayment is required due to the following factors, Party B will not charge the prepayment penalty: (1) The real estate pledged as collateral for the loan being expropriated by government or damaged by natural disaster, and supporting documents thereof being provided. (2) Party A's death or severe disability, and supporting documents thereof being provided (3) Party B's taking the initiative to demand repayment of the loan.

(三) 依另簽 ☐ 增補條款約定書 ☐

3) Repayment shall be made according to the ☐ “Supplemental Provisions to the Agreement” separately established. ☐

上述機動計息部分之☐ 乙方放款指數利率 ☐ 乙方放款指數利率 - 月調

☐ 中華郵政股份有限公司二年定期儲金機動利率係依中華郵政股份有限公司公告之非大額存款利率定之。

☐ _____ (利率依

定之)

於調整時，自調整日起，按該調整後之利率加計原約定加碼年率調整計息。

2. Upon the adjustment of the ☐ Party B's index interest rate on loans ☐ Party B's index interest rate on loans adjusted monthly

☐ Two-year time savings deposit floating interest rate announced by Chunghwa Post Co., Ltd, to be determined by the non-large time deposit interest rate publicly announced by Chunghwa Post Co., Ltd.

☐ _____ (the interest rate thereof to be determined by _____)

referred in the foregoing floating interest rate, the interest will be accrued from the date of adjustment at such adjusted rate plus the markup per annum originally agreed.

乙方應於 15 日內將調整後之前項指標利率告知甲方。如未告知，利率調升時，仍按原約定利率計算利息、遲延利息，利率調降時，則按調降之利率計算利息、遲延利息。

3. Party B shall notify Party A of the foregoing index interest rate adjusted within 15 days. Where Party B fails to do so, interest and deferred interest shall be accrued according to the former interest rate agreed when the interest rate is adjusted upward or according to the adjusted downward interest rate when the interest rate is adjusted downward.

前項即第三項告知方式，乙方除應於營業場所及網站公告外，另約定以下列方式告知，如未為約定者，則以書面通知為之(利率調整公告日與實際登錄或收受通知日會有時間上之落差)，並自乙方依雙方所約定下列告知方式提供通知訊息或依甲方最後告知乙方之通信地址寄發書面通知並經合理之郵遞期間後，即視為到達：

☐ 授權轉帳約定帳戶存摺登錄或網路銀行交易查詢 ☐ 電子郵件 ☐ 乙方其他通知方式 _____

4. Regarding what is said in the preceding Paragraph, i.e. the method of notification described in Paragraph 3., Party B shall not just publicly announce it at business premises and on the website, but also agree to notify Party A in the following methods, or if not agreed, by written notice (a time gap between may exist between the announcement date of the interest rate adjustment and the date of the actual registration or receipt of the notification). It shall be deemed to have been served when Party B provides said notification information in accordance with the following notification methods agreed upon by both Parties or sends a written notice to the mailing address last notified by Party A to Party B and a reasonable mailing period has elapsed:

☐ Inquiry made via updating the passbook of a pre-designated account authorized for money transfer or via on-line banking transactions

☐ E-mail ☐ Other notification methods from Party B _____

甲方得隨時與乙方以書面約定變更前開約定利率，並由甲方自行負擔變更費用，每次費用依變更當時乙方所訂之方式計算，甲方及保證人均同意依變更後約定之利率計算利息。

5. Party A may at any time agree in writing with Party B on a change of the foregoing interest rate agreed. Party A shall bear the cost of the change at its own expense, and each time the cost incurred thereof shall be calculated in the manner prescribed by Party B at the time of the change. Party A and the Guarantor agree to accrue interest at the interest rate agreed upon the change.

計息方式：

6. Method of Accruing Interest:

短期放款：按日計息，一年(含閏年)以 365 日為計算基礎，以每日最終貸款餘額之和(即總積數)先乘以年利率，再除以 365 即得到利息額；貸放當日即還款之案件，以本金乘以年利率，再除以 365 即得到利息額。

Short-term Loans：Interest shall be accrued on a daily basis under a condition that a year(including a leap year) contains 365 days, by using the sum of daily outstanding loan amount (the aggregate total) multiplied by the annual interest rate divided by 365; and for cases where the loan is repaid on the very loan day, the interest amount is accrued using the principal amount multiplied by the annual interest rate divided by 365.

中長期放款：(一) 足月部分：(不論大小月，例如二月八日至三月八日亦為一個月)，按月計息。以本金乘以年利率，再除以 12 即得到利息額。(二) 不足月部分：以本金乘以年利率除以 12，再乘以畸零日數，再除以當月之日數即得到利息額；提前全部清償案件，以本金乘以年利率，先乘以畸零日數，再除以 365 即得到利息額。

Medium and Long Term Loans：(1) Interest for the full month(s) within the Loan Tenor shall be accrued on a monthly basis (regardless of the number of days in the relevant months, like the period from February 8 to March 8 being also deemed as one (1) month) using the amount of principal multiplied by the annual interest rate and the number of months (elapsed) divided by twelve (12). (2) Interest for a period less than one complete month (i.e. The fractional number of dates less than one month) shall be accrued on a daily basis using the amount of principal multiplied by the annual interest rate divided by twelve (12), and multiplied by the number of days (elapsed) of the very month divided by the number of days of the very month; and interest for the cases where the loan is paid off early shall be accrued on a daily basis using the amount of principal multiplied by the annual interest rate and the number of days (elapsed) of the very month divided by 365.

計息期間：自貸放日(或前次收息日)起至償還日(或本次收息日)之前一日止。

Interest accrual period：The period shall be calculated from the loan date (or the previous interest collection date) to the day before the repayment date (or the

current interest collection date).

甲方得請求乙方提供本貸款按調整後約定利率計算之本息計算方式及攤還表。

Party A may request Party B to provide the principal and interest calculation method and amortization schedule for this loan based on the adjusted interest rate agreed.

【放款指數利率及放款指數利率 - 月調說明】

7. 【Explanation of the Index Interest Rate on Loans, and the Index Interest Rate on Loans adjusted Monthly】

◆「放款指數利率」及「放款指數利率 - 月調」：為取樣期間中央銀行每日上午十一時三十分公告「依據銀行」一年期非大額定期儲蓄存款固定利率之算術平均數。「依據銀行」包含：第一銀行、臺灣銀行、合作金庫銀行、臺灣土地銀行、彰化銀行、華南銀行、臺灣中小企業銀行。

“Index Interest Rate on Loans” and “Index Interest Rate on Loans adjusted Monthly”：The Index Interest Rate on Loans herein refers to the arithmetic mean of the fixed interest rates for non-large one-year time savings deposits applied by those “Banks Referred” from public announcements by the Central Bank of the Republic of China (Taiwan) daily at 11:30 a.m. during a collecting period. The “Banks Referred” include：First Commercial Bank, Bank of Taiwan, Taiwan Cooperative Bank, Land Bank of Taiwan, Chang Hwa Bank, Hua Nan Bank and Taiwan Business Bank.

◆「放款指數利率」及「放款指數利率 - 月調」調整頻率與調整日期：調整日逢例假日，以次一營業日為調整日。取樣期間及重定價期間如下：

The adjustment frequency and date of the “Index Interest Rate on Loans” and “Index Interest Rate on Loans adjusted Monthly”：If the adjustment day falls on a public holiday, the next business day will be the adjustment day. The collecting and re-pricing periods are as follows:

放款指數利率 Index Interest Rate on Loans					放款指數利率 - 月調 Index Interest Rate on Loans adjusted Monthly
調整日期 Adjustment Date	1 月 15 日 January 15	4 月 15 日 April 15	7 月 15 日 July 15	10 月 15 日 October 15	每月 15 日 The 15th of each month
取樣期間 Collecting period	1 月 8 日至 1 月 14 日 January 8 to 14	4 月 8 日至 4 月 14 日 April 8 to 14	7 月 8 日至 7 月 14 日 July 8 to 14	10 月 8 日至 10 月 14 日 October 8 to 14	每月 8 日至 14 日 The 8th to 15th of each month
重定價期間 Re-pricing period	1 月 15 日至 4 月 14 日 January 15 to April 14	4 月 15 日至 7 月 14 日 April 15 to July 14	7 月 15 日至 10 月 14 日 July 15 to October 14	10 月 15 日至 1 月 14 日 October 15 to January 14	每月 15 日至次月 14 日 From the 15th of each month to the 14th of the following month

◆「放款指數利率」及「放款指數利率 - 月調」以小數點以下兩位為準，第三位以下四捨五入。下列狀況下，甲方同意乙方得全權逕行更改放款指數利率的「依據銀行」，並另行指定其他本國銀行代之：1.「依據銀行」合併、被合併、消滅、停業、破產、重整或有銀行法第六十二條遭勒令停業、監管、接管等情形。2.「依據銀行」的短期債信評等低於中華信評 twB。3.「依據銀行」一年期非大額定期儲蓄存款固定利率停止掛牌。

The “Index Interest Rate on Loans” and “Index Interest Rate on Loans adjusted monthly” shall be rounded up to two decimal places. Party A agrees that, in the following circumstances, Party B may, at its discretion, replace any of the “Banks Referred” for calculating the Adjustable Rate with another domestic bank. (1) When a “Bank Referred” is involved in merger or acquisition, dissolution, suspension of business, bankruptcy, reorganization, or other situations prescribed in Article 62 of The Banking Act of The Republic of China, including suspension of business ordered by the competent authority or in the process of conservatorship or receivership thereby. (2) The short-term credit rating of a “Bank Referred” is lower than twB rating assessed by Taiwan Ratings. (3) A “Bank Referred” has stopped announcing its board rate for non-large one-year time savings deposits (fixed rate).

◆甲方同意於重大不可抗力因素發生，以致放款指數利率明顯偏離市場利率水準時，乙方得於十天於營業場所、網站或全國性報紙公告後，將放款指數利率更改為中央銀行當時公告之重貼現率。

Party A also agrees that, in the event that the “Index Interest Rate on Loans” has substantially deviated from the market rate due to force majeure, Party B may replace the “Index Interest Rate” with the rediscount rate currently announced by the Central Bank of the Republic of China (Taiwan). Party B, however, shall announce such change at its business premises, on its websites or in nationwide newspapers ten days before it takes effect.

五、授權轉帳約定條款：

5 Pre-designated Account Authorized for Money Transfer:

甲方(或存款人)茲授權乙方得免憑存款存摺、取款憑條或支票，即可逕在甲方(或存款人)之_____存款第_____號帳戶內扣取款項，以償付甲方結欠乙方本借據之一切債務(包含按期或到期應付之貸款本金、利息、遲延利息、違約金等)、提前清償違約金及下列費用，其中第_____款費用另□授權乙方逕在甲方之_____存款第_____號帳戶內扣取□以現金收取，□第_____款費用已於貸款申請時收取。甲方(或存款人)不得以提前清償或其他理由要求全部或部分退還本項費用，絕無異議：

1. Party A (or the Depositor) hereby authorizes Party B to debit money from Party A's (or the Depositor's) account of account No. _____ for _____ Account(s) without presenting a passbook, withdrawal slip or check for the purpose of repaying all debts (including loan principal, interest, default interest, and default penalty payable on schedule or due), prepayment penalty, and the following fees, owed by Party A to Party B under this IOU. Specifically, the fee in Subparagraph _____□ is authorized to be debited directly from Party A's (or the Depositor's) account of account No. _____ for _____ Account(s) □ is to be collected in cash, and □ given that the fee in Subparagraph _____ was collected at the time of loan application. Party A (or the Depositor), must not request a full or partial refund of the foregoing fee on the grounds of prepayment or any other reasons, to which Party A shall not raise any objection.

(一) 開辦費：新臺幣_____元整。

1) Start-up fee：SAY TOTAL NT DOLLARS _____ ONLY

(二) 查詢費：新臺幣_____元整。

2) Enquiry fee：SAY TOTAL NT DOLLARS _____ ONLY

(三) 代償前貸相關事宜之代償費：新臺幣_____元整。

3) Substitute repayment fee for matters related to repaying the previous loan：SAY TOTAL NT DOLLARS _____ ONLY

(四) 帳戶管理費：新臺幣_____元整。

4) Account management fee：SAY TOTAL NT DOLLARS _____ ONLY

(五) 條件變更或嗣後相關服務項目手續費：另依申請時乙方於營業場所及網站公告之「消費者貸款業務收費標準」辦理。

5) Handling fee for changes in conditions or subsequent related services arising thereof：To be charged according to the "Standard Tariff of Consumer Loan" publicly announced by Party B at the time of application at Party B's business premises and on its website.

存款人簽蓋存款原留印鑑
Signing or sealing the specimen
seal affixed by the depositor

(存款人為甲方時，得免簽蓋存款印鑑，逕憑本借據簽章授權)
(If the depositor is Party A, signing or sealing the specimen seal affixed by the depositor may be waived, and the depositor may directly grant his/her authorization with the signing or sealing by the depositor on this IOU.)

(六) 契約雙方約定之其他費用：_____

6) Other fees agreed upon by both Parties to the Contract : _____

上述存款帳戶倘為可質借或可透支，乙方執行授權扣款作業時，因帳戶餘額不足支付而動用質借或透支額度者，其所產生之利息或其他費用，概由甲方及存款人自行負擔。在本貸款本息未全部清償以前，甲方(或存款人)絕不撤銷本條授權，亦不將上述存款帳戶予以解約結清，並以本借據為特別授權之證明。甲方(或存款人)擬變更本條授權時，須至乙方之原撥貸分支機構辦理，並自辦理程序完成後生效。

2.If the foregoing deposit account can be used for pledge loans or can be overdrawn, and the balance of the account is insufficient for payment as Party B debits amount from the account by authorization which results in using the credit limit of pledge loans or overdraft limit, the interest and fees thereof shall be borne by Party A and the Depositor. Until the principal and interest of this Loan are paid off, Party A (or the Depositor) will never revoke the authorization in this Article, terminate and settle the foregoing deposit account, and use this IOU as a proof of the special authorization. Where Party A (or the Depositor) intends to change this authorization in this Article, the formalities required are necessary to be processed at Party B's original loan branch, and such change shall only take effect upon completion of the formalities.

六、遲延利息及違約金：

6 Default Interest and Penalty

甲方未按期攤還本金或繳納利息時，自應還款日起，乙方除照應還本金金額及第四條約定利率計收遲延利息外，逾期六個月以內者，另按該約定利率百分之十，逾期超過六個月部分，另按該約定利率百分之二十，按期計收違約金，每次違約狀態最高連續收取違約金期數為九期。如因訴訟衍生相關費用(例如：律師費用、訴訟費用等)，均由甲方及保證人負擔。乙方按高於約定利率計算遲延利息者，不得另外收取違約金。

Where Party A fails to amortize the principal or pay interest on time, from the date when the repayment is due, Party B will not only charge default interest based on the amount of principal due and the interest rate agreed in Article 4, but also charge 10% of the interest rate agreed for the portion overdue for less than six months, and 20% of the interest rate agreed for the portion overdue for over six months as the default penalty on a periodic basis. For each incidence of default, penalty may be charged only up for nine consecutive billing periods. Where any costs are incurred as a result of the litigation (such as attorney's fees, and litigation costs), they shall be borne by Party A and the Guarantor, and Party B shall not be entitled to charge any additional default penalty if default interest calculated at a rate higher than the interest rate agreed.

七、住所變更之告知：

7 Notification of Change of Domicile:

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，應立即以書面或甲乙雙方存款往來契約約定之方式告知對方及保證人。

Where Party A or the guarantor changes his or her residence or mailing address, or Party B changes its business premises, the changing party shall immediately notify the other party in writing or in a manner as agreed in the deposit agreement between Party A and Party B.

八、防制洗錢及打擊資恐條款：

8 Anti-Money Laundering and Countering Terrorism Financing:

甲方及甲方之關係人(即保證人、擔保物提供人、帳戶關係人(如代理人、輔助人及被授權人等)、交易對象等)如有以下情形之一者，甲方對乙方所負之一切債務，乙方得於合理期間以書面通知甲方後，暫停甲方各項業務關係與交易，且限制甲方不得繼續動用授信額度，或減少授信額度，或收回部分貸款，或縮短貸款期限，或視為全部或部分到期，或逕行結清銷戶，或終止各項業務關係，以遵循防制洗錢及打擊資恐等相關法令規範：

Where any of the following circumstances occur to Party A or the Party A's related parties (including the Guarantor, Collateral Provider, Account-related Parties (such as substitutes, assistants, and authorized persons), counter-parties, and the like), in respect of all debts owed by Party A to Party B, Party B may, upon giving written notice to Party A within a reasonable period of time, suspend all business relationships and transactions between Party A and Party B, restrict Party A from continuing to use the credit line, reduce the credit line, recover part of the loan, shorten the loan term, deem the loan as fully or partially due, directly close the account, or terminate all business relationships, in order to comply with relevant laws and regulations on anti-money laundering and countering terrorism financing:

(一) 在不違反相關法令情形下，乙方如得知或合理懷疑甲方或甲方之關係人往來資金來源自貪瀆或濫用公共資產時。

1) Where Party B, without violating relevant laws and regulations, becomes aware of or reasonably suspects that the funds involved in transactions between Party A and Party A's related parties originate from corruption or abuse of public assets;

(二) 甲方或甲方之關係人係受經濟制裁、資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體。

2) Where Party A or Party A's related parties are individuals, legal persons, or organizations that are subject to economic sanctions, designated sanctions under the Counter-Terrorism Financing Act, and terrorist individuals or organizations recognized or investigated by foreign governments or international anti-money laundering organizations; and

(三) 甲方不配合乙方定期或不定期審視、對交易之性質與目的或資金來源不願配合說明、或乙方認為必要時(如控管風險、甲方或甲方之關係人涉及非法活動、疑似洗錢交易、或媒體報導涉及違法之特殊案件相關帳戶等)。

3) Where Party A fails to cooperate with the Party B's regular or irregular reviews, is unwilling to cooperate in explaining the nature, purpose, or source of funds of the transaction, or where the Party B deems it necessary (such as risk control, Party A or Party A's related parties being involved in illegal activities, suspected money laundering transactions, or accounts related to special cases involving violations reported by the medias).

九、期限利益喪失(一)：

9 Acceleration Clause (I):

甲方對乙方所負之債務，甲方如有下列情形之一時，無須由乙方事先通知甲方，乙方得酌情對甲方收回部分貸款，或縮短貸款期限，或視為全部到期：Regarding any debts owed by Party A to Party B, if Party A has any of the following situations, Party B may, without giving a prior notice to Party A, have the discretion to recover part of the loans, shorten the term of loans, or call the entire loan due:

(一) 依破產法或消費者債務清理條例聲請和解、聲請宣告破產、聲請民事更生或清算、經票據交換所通知拒絕往來、清理債務時。

1) Where Party A files for debt settlement, declaration of bankruptcy, civil rehabilitation or liquidation 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 is in the process of debt consolidation;

(二) 依約定原負有提供擔保之義務而不提供時。

2) Where Party A has the obligation to provide security for the loan as agreed but fails to do so; and

(三) 因刑事而受沒收主要財產之宣告時。

3) Where Party A's major assets are being seized under court order in connection with a criminal case.

以下各款為個別商議條款，由保證人、甲方分別於第二十三、三十三條條文末親簽後生效：

The terms and conditions in the following Subparagraphs shall be negotiated individually and will become effective upon being signed in person by the Guarantor and Party A at the end of the text of Article 23 and Article 33 respectively:

- (四) 於貸款期間死亡。繼承人於辦理繼承期間仍願依約履行者，乙方得暫不主張視為全部到期，但繼承人未依約履行(含聲明拋棄繼承)或依法聲請法院進行限定繼承清算程序時，乙方將主張視為全部到期。
- 4) Upon Party A's death during the term of the loan, where Party A's heir is still willing to perform this IOU during the inheritance process, Party B may temporarily not claim that all debts owed by Party A to Party B under this IOU are due; however, where the heir fails to perform this IOU (including declaring the abandonment of inheritance) or request limited succession and liquidation with the court in accordance with the law, Party B will call the entire loan due;
- (五) 甲方或保證人於乙方授信前，提供不實資料致乙方為錯誤評估者。
- 5) Where Party A or the Guarantor provided untrue statements before Party B extends a loan to the Party A, thereby causing Party B to make an incorrect evaluation;
- (六) 乙方核定之資金用途所需之證照被停止或吊銷者。
- 6) Where the certificate or license necessary for the use of the funds approved by Party B is suspended or canceled;
- (七) 因犯罪嫌疑被收押或起訴者。
- 7) Where Party A is detained or prosecuted for suspicion of committing a crime;
- (八) 使用票據有退票紀錄或於金融機構、租賃公司任一宗債務(含從債務)未依約清償本金。
- 8) Where Party A has a history of bounced checks or has failed to repay the principal of any debt (including its accessory debt) from a financial institution or leasing company as agreed;
- (九) 保證人死亡經乙方通知辦理更換適當之保證人而未辦理時。
- 9) Where Party A fails to replace the dead Guarantor with an appropriate one, as notified by Party B; and
- (十) 經營之企業使用票據有退票紀錄或於金融機構、租賃公司任一宗債務未依約償付本息時。
- 10) Where the enterprise operated by Party A has a history of bounced checks or has failed to repay the principal and interest of any debt from a financial institution or leasing company as agreed;
- (十一)
- 11)

十、期限利益喪失 (二):

10 Acceleration Clause (II):

甲方對乙方所負之債務，甲方如有下列情形之一時，乙方應於合理期間以書面通知甲方後，得對甲方收回部分貸款，或縮短貸款期限，或視為全部到期：Regarding any debts owed by Party A to Party B, if Party A has any of the following situations, Party B may, upon giving Party A prior notice within a reasonable period, recover part of the loans, shorten the term of loans, or call the entire loans due:

- (一) 任何一宗債務不依約清償本金或付息時。
- 1) Where Party A fails to pay principle or interest on any debt to Party B as agreed;
- (二) 擔保物被查封或擔保物滅失、價值減少或不敷擔保債權時。
- 2) Where the collateral is being seized by court, or the collateral is destroyed, reduced in value, or not sufficient to secure the debt;
- (三) 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。
- 3) Where the actual use of proceeds from loans granted by Party B is inconsistent with the purposes approved by Party B;
- (四) 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時。
- 4) Where Party A's assets are subject to compulsory enforcement, provisional seizure, provisional disposition or other precautionary measures that it is likely Party B will not be able to receive repayment from Party A;

以下各款為個別商議條款，由保證人、甲方分別於第二十三、三十三條條文末親簽後生效：

The terms and conditions in the following Subparagraphs shall be negotiated individually and will become effective upon being signed in person by the Guarantor and Party A at the end of the text of Article 23 and Article 33 respectively:

- (五) 保證人或其經營之企業使用票據有退票紀錄或於金融機構、租賃公司任一宗債務未依約償付本息時。
- 5) Where the Guarantor or the enterprise operated by the Guarantor has a history of bounced checks or has failed to pay principal and interest on any debt to a financial institution or leasing company as agreed;
- (六) 保證人有前條第(一)至第(三)款及本條第(四)款等情形之一時。
- 6) Where the Guarantor has the situations set forth in Subparagraphs 1) through 3) of the preceding Article, or Subparagraph 4) of this Article;
- (七) 於金融機構、租賃公司任一宗債務(含從債務)未依約付息。
- 7) Where Party A has failed to pay the interest on any debt (including its accessory debt) to a financial institution or leasing company as agreed;
- (八) 甲方或保證人不履行或違反本契據，或與乙方簽訂之約定書、承諾書、切結書及其他契約之約定者。
- 8) Where Party A or the Guarantor fails to perform or breaches the terms of this IOU, or the terms of any agreement, commitment, affidavit, as well as other contract signed with Party B;
- (九)
- 9)

十一、自用住宅貸款特約條款

11 Special Clause for Self-use Residence Loan

自用住宅貸款債權，訂有甲方分期清償，一期遲延給付，即喪失期限利益而視為全部到期之約定(即期限利益喪失條款)者，於符合下列各款條件時，乙方不得行使期限利益喪失條款實行其擔保物權人之權利：

1. If a claim on self-use residential loan arises out of this contract, and this contract contains an acceleration clause (that is, when Party A is late in one installment payment, Party A automatically loses the benefit of the term and the entire balance of the loan is due), Party B may not invoke the acceleration clause to exercise its right to the collateral when the following conditions are met:

- (一) 甲方依消費者債務清理條例第一百五十一條提出協商請求或調解聲請之日，同時以書面提出願依本貸款契約條件分期償還之清償方案。
- 1) Where on the day that Party A submits a request for debt negotiation or mediation in accordance with Article 151 of the Consumer Debt Clearance Statute, and Party A proposes at the same time a debt repayment plan in writing indicating that he or she is still willing to make installment payments according to the term of this Loan contract;
- (二) 前款清償方案之條件如下：1.積欠之本金、利息、違約金及相關費用，於剩餘年限按期平均攤還。2.積欠之本金，仍依原貸款契約約定利率按期計付利息。

2) The conditions of the repayment plan in the preceding subparagraph are as follows: (1) The principal, interest, penalties, and relevant fees owed will be amortized evenly over the remaining term of the loan; (2) Interest will be paid on the remaining principal owed based on the originally agreed loan rate;

(三) 甲方遲延履行本貸款契約分期償還之期數未逾二期。

3) Where the number of installments of this Loan Deed for which Party A has missed no more than two installment payments.

甲方如於剩餘年限依原契約條件正常履約顯有重大困難者，得向乙方申請延長還款期限。經乙方審核確有上開情事者，於徵得保證人書面同意後，得延長其還款期限至六年，另於延長之期限內，甲方仍應就本金部份依原契約約定利率計付利息。

2. If it is apparently difficult for Party A to perform the contract for the remaining term of the contract according to the originally agreed terms and conditions, Party A may request an extension of the repayment period. If Party B determines after review that Party A indeed has the aforementioned situation, Party B may, after obtaining the consent of the guarantor, extend the repayment period up to six years. During the extended period, Party A is still required to pay interest on principal owed based on the originally agreed loan rate.

本條第一項所稱自用住宅，係指甲方所有，供自己及家屬居住使用之建築物。如有二以上之住宅，應限於其中主要供居住使用者。所稱自用住宅貸款債權，係指甲方為建造或購買自用住宅或為其改良所必要之資金，包括取得自用住宅基地或其使用權利之資金，以自用住宅設定擔保向乙方借貸而約定分期償還之債權。

3 The term "self-use residence" referred to the paragraph 1. hereof means a building owned by Party A and in which Party A and his or her family live. If Party A has two or more residences, self-use residence shall mean the principal residence. The term "claim on self-use residential loan" means a claim arising from Party A acquiring a loan from Party B to obtain funds needed for building or purchasing a self-use residence or for its improvement, including funds needed for acquiring the land or the right to use the self-use residence, and using the self-use residence as security for the loan, and agreeing to pay back the loan in installments.

十二、抵銷：

1 2 Offset:

甲方未依本借據之約定按期攤付本息時，如債權債務屆期或依第八、九、十條規定視為到期，甲方及保證人同意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借據之債務。但甲方之存款及其對乙方之其他債權足以清償本借據之債務者，乙方對保證人不得行使抵銷權。

1. Where Party A fails to amortize the principal and interest as agreed in this IOU, or when Party A's debt becomes due or is deemed due in accordance with the preceding Article 8, 9, and 10, Party A and the Guarantor agree that 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 under this contract. 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 this contract, Party B shall not exercise offset right against Guarantor.

乙方依前項為抵銷，其抵銷之意思表示應以書面通知甲方及保證人，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。

2. 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.

十三、保險條款：

1 3 Insurance:

甲方自貸款起始日起至清償日止，每年應為其所提供之擔保抵押物向保險公司投保適當火險(含地震險)或乙方要求之其他保險。若甲方怠於辦理投保、續保或加保時，乙方得代為辦理及墊付費用，所墊付之保險費應由甲方立即償還，否則自墊付之日起，乙方得將墊付之保險費按簽立之抵押權設定契約書約定之利率計息。但乙方並無代為投保、續保、加保或代墊付保險費之義務。

From the loan commencement date to the loan settlement date, Party A shall purchase appropriate fire insurance (including earthquake insurance) or other insurances required by Party B for the collateral provided by Party A. Where Party A fails to purchase, renew, or add insurance, Party B may do so on Party A's behalf and pay the costs incurred thereof. Party A shall immediately reimburse the insurance premiums and any other expenses paid by Party B; otherwise, Party B may charge interest on the amount paid by Party B at the interest rate agreed in the Deed of Mortgage Creation. However, Party B is not obligatory to purchase, renew, add insurance, or pay insurance premiums and other related expenses on behalf of Party A.

十四、抵充條款：

1 4 Discharge:

清償人所提出之給付不足清償甲方對乙方所負擔之全部債務者，應依序抵充費用、違約金、利息、本金，但乙方得指定更有利於甲方或保證人之抵充順序及方法。

Where the prestation performed by the person tendering the performance is insufficient for paying off all Party A's debts against Party B, the debts to be discharged in the order of expenses, penalties, interests, and the principal; however, Party B may specify the order and method of discharging more favorable to Party A or the Guarantor.

十五、貸款用途之監督、擔保物之查勘、保全：

1 5 Supervision of Loan Purposes, Survey and Preservation of Collaterals:

甲方願接受乙方對貸款用途之監督並同意乙方因業務或確保債權之需，得查勘或保全甲方之擔保物。但乙方並無監督、查勘或保全之義務。

Party A is willing to accept Party B's supervision of the loan purposes and agrees that Party B may survey or preserve Party A's collaterals for the purpose of business or securing debts; however, Party B is not obligatory to supervise, survey or preserve the collaterals.

十六、共同行銷：

1 6 Cross-Selling:

甲方同意共同行銷約定悉依存款往來契約或其他約定方式辦理，嗣後並得隨時利用書面、電話或親洽通知乙方停止對甲方之基本資料、往來交易資料或其他相關資料之交互運用。

Party A agrees that the provision of cross-selling shall be subject to the deposit business agreement or other provisions agreed, and that Party A may subsequently notify Party B in writing, by telephone, or in person to stop the information sharing of Party A's basic information, transaction details, or other related data at any time.

十七、委外業務之一般處理：

1 7 Outsourcing of Business Operations - General:

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貸款契約(借據或約定書)有關之附隨業務(如客戶往來帳餘額核對單之封裝及遞送作業、內部查核作業、鑑價作業、表單(含扣繳憑單、收據、對帳單)列印、封裝及交付郵寄等)，於乙方認有必要時，委託適當之第三人處理。

1. Following relevant laws and regulations of the competent authorities, Party B may commission an appropriate third party to handle the billing and payment operations, computer processing operation or other relevant operations ancillary to the loan contracts of the Bank (IOU/agreement) (such as the packaging and delivery of account balance statements of the customers, internal inspection and audits, appraisal, printing of forms (including withholding tax statements, receipts and statements), packing, rendering for delivery by post, and the like when Party B deems necessary.

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受委託人以外之第三人。

2. 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 of the Banking Act of the Republic of China and other relevant laws and regulations without disclosing relevant information to third parties.

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。

3. Where an outsourced service provider commissioned by Party B violates the Personal Data Protection Act, resulting in the personal information of Party A or the Guarantor being illegally collected, or used, or the rights of Party A or the Guarantor being otherwise infringed, Party A or the Guarantor may seek damages from both Party B and its outsourced service provider in accordance with the Civil Code, the Personal Data Protection Act or other relevant laws and regulations.

十八、委外業務之特別處理(委外催收之告知)：

1 8 Outsourcing of Business Operations (Inform Outsourcing of Collection Operation):

乙方茲此聲明因業務需要，得將催收業務委外處理，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。

1. Party B hereby declares that it may outsource the debt collection operation to a third party due to business needs, and shall notify Party A and the Guarantor in writing before the debt is outsourced for collection. The content of the Notification of Outsourced Collection shall comply with the relevant laws and regulations, and shall include the name of outsourced collection service provider, the amount of collection, the retention period of tape-recorded collection records, and other relevant matters.

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。

2. Party B shall disclose the basic information of the outsourced debt collection service provider at its business premises and on its website.

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。

3. Where Party B fails to notify in accordance with Paragraph 1. hereof or the outsourced service provider fails to perform the collection activities in accordance with the relevant laws and regulations, resulting in damage to Party A or the Guarantor, Party B shall be jointly and severally liable for damages.

十九、廣告責任

1 9 Advertising Liability

乙方應確保廣告內容之真實，且對甲方所負之義務不得低於廣告之內容。廣告視為契約內容之一部分。

Party B shall ensure the veracity of its advertisements, and Party B's obligations to Party A shall not be less than as stated in the advertisements. All advertisements shall be construed as part of this contract.

二十、代理人認定：

2 0 Recognition of Substitute:

凡持有乙方發給甲方或保證人之擔保物收據、保管證、甲方或保證人印鑑，前往乙方請求返還或更換擔保物及其有關文件者，均視為甲方或保證人之代理人，乙方得准予返還或更換之，但乙方明知或可得而知其無代理權時，不在此限。

Any person, who comes to Party B to request the return or replacement of collateral or the relevant documents, with a receipt or a custody card of the collateral as issued by Party B to Party A or the Guarantor, or Party A's or the Guarantor's specimen seal/ signature, shall be deemed Party A's or the Guarantor's substitute, and Party B may agree to the return or replacement accordingly; however, the aforesaid does not apply if Party B knew or might know that the person has no delegated power.

二十一、文件之效力：

2 1 Effectiveness of Documents:

甲方或保證人為履行本契約所生之一切債務而交付之票據或作成之憑證，如因事變、不可抗力或不可歸責於乙方之事由，致有毀損、喪失或遇借據等債權證書被變造而乙方並無重大過失時，除乙方帳簿、傳票、電腦製作之單據、往來文件之影印、縮影本等之記載，經甲方或保證人證明確有錯誤，乙方應更正之外，甲方或保證人對上述簿據文件之記載，均願如數承認，並於債務到期時，將該項債務之各項費用、違約金及本息立即清償，或依照乙方意旨於債務到期前，補正提供票據、借據或其他債權證書。

Where the bills or certificates delivered by Party A or the Guarantor to fulfill all debts arising from this contract are damaged, lost or altered due to accidents, force majeure or reasons not attributable to Party B, or the obligation certificates such as IOUs are altered without Party B's gross negligence, Party A or the Guarantor shall, except for the records in Party B's account books, vouchers, computer-generated documents, photocopies, and microfilms of correspondence documents, which shall be corrected if Party A or the Guarantor proves to be incorrect, are willing to admit the contents of the above-mentioned documents, and shall immediately repay the various expenses, default penalties, principal, and interest of the debt at the maturity of the debt, or shall, according to Party B's intention, remedy and provide the bills, IOUs, or other certificates of obligation before the maturity of the debt.

二十二、個人資料之利用：

2 2 Use of Personal Information

(一) 乙方僅得於履行本借據之目的範圍內，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。

1) Unless it is otherwise provided by law, Party B may collect, 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 this IOU.

- (二) 甲方及保證人 ☐ 同意 ☐ 不同意 (如不同意, 乙方將無法提供本項貸款服務) (二者擇一勾選; 未勾選者, 視為不同意)
乙方得將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。惟乙方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更正或補充, 及副知甲方及保證人。
貸款後甲方如未按時依約繳款, 乙方將依主管機關規定報送登錄財團法人金融聯合徵信中心信用不良紀錄, 可能影響甲方本貸款之使用及未來申辦其他貸款(含現金卡)或信用卡之權益。上述信用不良紀錄之揭露期間請上財團法人金融聯合徵信中心網站(www.jcic.org.tw)查詢。
- 2) Party A and the Guarantor ☐ Agree. ☐ Disagree (If "Disagree" is checked, Party B will be unable to provide this loan service).
(Check either one of the two boxes above, if neither is checked, it will be deemed that Party A and Guarantor disagree.)

Party B may provide 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 to handle matters on Party B's behalf in accordance with relevant laws and regulations. However when the data and information of Party A and Guarantor provided to the aforementioned entities under their consent contain error or change, Party B should take the initiative to make correction or supply additional information and ask the aforementioned institutions or units to do the same, and send Party A or Guarantor a notice of the same.

After the loan is granted, where Party A fails to make payments on time, Party B will report and register Party A's credit delinquency record with JCIC in accordance with the regulations of the competent authority, which may affect Party A's use of this loan and rights of future application for other loans (including cash cards) or credit cards. For the disclosure period of the above credit delinquency record, please access JCIC's official website (www.jcic.org.tw) for more information.

- (三) 甲方及保證人同意乙方為債權讓與需要之特定目的, 得將個人資料提供予該債權受讓人及債權鑑價查核人員等相關人員使用。
- 3) Party A and the Guarantor agree that Party B may provide their personal data to relevant personnel such as the assignee of obligation, and auditors of obligation valuation for use for the specific purpose of obligation transfer need.
- (四) 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。
- 4) Where the relevant information provided by Party A or the Guarantor to Party B is stolen, leaked, altered or otherwise infringed by institutions or person other than Party B, Party B shall notify Party A or the Guarantor by an appropriate means as soon as possible. Additionally, where Party A or the Guarantor requests Party B to furnish the flow of relevant information, Party B shall immediately provide Party A or the Guarantor with the list of institutions or persons that such relevant information has flowed to.
- (五) 甲方及保證人同意有法律上利害關係之第三人代為履行債務前, 乙方得於該第三人代為履行債務之目的範圍內提供甲方之貸款餘額、利率、利息、違約金、清償日及放款帳戶之歷史交易紀錄等個人資料予該第三人。
- 5) Party A and the Guarantor agree that before a third party who is legally interested in fulfilling the debt on behalf of Party A, Party B may provide the personal information such as Party A's loan balance, interest rate, interest, penalties, settlement date, and historical transaction records of the loan account to the third party who is acting for the purpose of fulfilling a debt.

二十三、保證人條款：

2 3 Guarantor:

保證人對乙方所負保證債務之範圍, 為甲方依本借據所負本金、利息、遲延利息、各項違約金、手續費、保險費、其他各項應付費用或款項及債務不履行之損害賠償等一切債務。

1.The scope of the Guarantor's liability to Party B shall be the principal, interest, deferred interest, penalties, handling fees, insurance premiums, other expenses or amounts payable and damages for non-performance of the debt, and the like, owed by Party A under this IOU.

甲方未依本借據按時償付本息時, 保證人應負清償之責任, 且乙方得依民法及銀行法之規定對保證人求償; 甲方遲延未繳期間逾 1 個月, 乙方應於次日起算 30 日內(即自應還款日起算 2 個月內)書面通知保證人本貸款之遲繳情事, 惟乙方已對甲方及保證人進行訴追(含催繳通知)者, 則不在此限。

2.Where Party A fails to repay the principal and interest on time, the Guarantor shall be liable for repayment, and Party B may claim against the Guarantor in accordance with the Civil Code and the Banking Act of the Republic of China. Where Party A's delay in payment exceeds 1 month, Party B shall notify the Guarantor in writing of such late payment of the loan within 30 days from the next day (i.e. within 2 months from the repayment due date); however, the aforesaid shall not apply if Party B has already taken legal action against Party A and the Guarantor (including the issuance of a payment reminder).

保證人對乙方所負保證責任之期限, 應自本借據成立生效日起至甲方依本借據所負債務全部清償之日為止。

3.The Guarantor's liability to Party B shall be from the date of the establishment and effectiveness of this IOU to the date on which Party A has paid off all debts under this IOU.

保證人除願遵守前三項約定外, 並同意下列各款事項：

4.In addition to abiding by the aforesaid three Paragraphs agreed, the Guarantor also agrees to the following items:

- (一) 保證人同意其保證之主債務未全部清償前, 保證人若為部分代償而承受乙方對甲方之部分債權時, 應次於乙方對甲方所執有之剩餘債權而受償。
- 1) The Guarantor agrees that before the principal obligation guaranteed by the Guarantor is paid off, where the Guarantor assumes a portion of Party B's creditor's rights against Party A for partial repayment on behalf of Party A, said the assumed portion shall be paid secondary to the remaining creditor's rights of Party B against Party A;
- (二) 甲方發生破產法或消費者債務清理條例上之和解或破產時, 保證人不得主張減免責任。
- 2) The Guarantor shall not claim for a reduction of liability if Party A enters into a settlement or bankruptcy under the Bankruptcy Law or the Consumer Debt Clearance Statute;
- (三) 除乙方同意更換保證人並辦妥換保手續外, 保證人依法不得中途終止保證契約。
- 3) Except with the consent of party B to replace the Guarantor and complete the replacement procedures, the Guarantor is not permitted to terminate the guarantee contract midway according to law.
- (四) 保證人代甲方清償全部債務後, 依法請求乙方移轉擔保物權時, 絕不因擔保物有瑕疵而持異議。
- 4) Upon paying off all debts on behalf of Party A and then legally requesting Party B to transfer the security interest, the Guarantor shall never object to the collateral being defective.
- (五) 保證人對於本借據之交付方式, 同意乙方以 ☐ 註明「與正本完全相符」之影本交付收執。 ☐ 正本交付收執。
- 5) The Guarantor agrees that Party B may deliver this IOU in the following manner:
☐ With a copy of this IOU noted with the wording "Identical to the Original" by Party B.
☐ With one counterpart of this IOU.

- (六) 保證人已充分瞭解本借據第四、五、六、七、八、九、十、十一、十二、十四、十七、十八、二十、二十一、二十二、二十四、二十七、二十八、二十九、三十、三十一條之約定。第四條之第一項第(二)款及第四項、第九條之第(四)、(五)、(六)、(七)、(八)、(九)、(十)、款、第十條第(五)、(六)、(七)、(八)、款之個別商議條款，保證人業已充分瞭解並同意其內容，而願遵守該約定。
- 6) The Guarantor has fully understood the terms and conditions in Articles 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 17, 18, 20, 21, 22, 24, 27, 28, 29, 30, and 31 of this IOU. Additionally, fully understanding and agreeing on the terms and conditions in Article 4, Paragraph 1, Subparagraph 2) and Paragraph 4., Article 9, Subparagraph 4), 5), 6), 7), 8), 9), 10), and , Article 10, Subparagraph 5), 6), 7), 8), and , all of which are terms and conditions individually negotiated, the Guarantor is willing to abide by them.
- (保證人親簽 The Guarantor's signature in person :)

二十四、擔保物權連結條款：

24 Attachment of Security Interest:

甲方或保證人或第三人提供擔保物設定抵押權予乙方時，該抵押權擔保範圍僅限甲方為購置(建物門牌)_____

_____向乙方簽立貸款契約之債務。但甲方因未來需求，經擔保物提供人另以書面同意者，不在此限。

Where Party A, or the Guarantor, or a third party provides Party B with a collateral to secure the loan, the security interest (mortgage) attached to the

collateral shall be limited only to the debt of Party A under the loan contract signed with Party B for the purchase of (building address)_____

_____. Unless it is otherwise consented in writing by the collateral provider as Party A's needs arise in the future.

二十五、其他關係人(擔保物提供人為甲方、保證人以外之第三人) 條款：

25 Other Related Parties (referring that the collateral provider has to be a third party other than Party A and the Guarantor):

其他關係人對於本借據之交付方式，同意乙方以 ☐ 註明「與正本完全相符」之影本交付收執。 ☐ 正本交付收執。

Other related parties agree that Party B may deliver this IOU to them in the following manner:

☐ With a copy of this IOU noted with the wording "Identical to the Original" by Party B.

☐ With one counterpart of this IOU.

其他關係人親簽

(Other related parties' signature in person :)

身分證統一編號

Identification Card No. :)

核對親簽 Verified the signature in person by:

二十六、服務專線：

26 Service Hotline:

甲方及保證人如對本借據有疑義，可逕與乙方以下列服務專線聯絡，倘服務專線有變更，乙方應於營業場所或網站公告：

☐ 電話：_____ (服務時間：9：00～17：00) ☐ 傳真：_____ ☐ 網址： www.firstbank.com.tw

☐ 電子信箱 (E-MAIL)：_____ ☐ 其他：_____

Where Party A and the Guarantor have any doubts about this IOU, they may contact Party B through the following service hotline, and if there is any change of the service hotline, Party B shall publicly announce it at its business premises or on its website:

☐ Telephone: _____ (Service hours: 9:00～17:00) ☐ Fax: _____ ☐ Website: www.firstbank.com.tw

☐ E-mail _____ ☐ Others: _____

二十七、申訴電話：

27 Complaint phone number:

本金融商品或服務不受存款保險保障，本金融商品或服務所生紛爭之處理及申訴之管道為：0800-031-111。

This financial product or service is not covered by deposit insurance. Any disputes or grievances arising therefrom shall be settled through or filed to: 0800-031-111

二十八、證券化：

28 Securitization:

本貸款債權實施證券化時，甲方及保證人知悉乙方得將本貸款債權逕自移轉予受託機構或特殊目的公司，並同意乙方得以電話語音、電子信箱(E-mail)、簡訊、傳真、郵寄等，或其他經主管機關核准之方式通知甲方債權讓與之情事。

Upon the securitization of this loan obligation enjoyed by Party B hereunder, Party A and the Guarantor are aware that Party B may transfer this loan obligation to the trustee or special purpose entity, and agree that Party B may inform Party A of such obligation transfer by telephone voice email, electronic mail, short message, fax, mail or other methods permitted by the competent authority.

二十九、本借據之解釋與適用以中華民國法律為準據法。

29 The interpretation and application of this IOU shall be governed by the law of Republic of China.

三十、管轄法院之約定

30 Court of Jurisdiction:

本貸款契約涉訟時，甲乙雙方同意以臺灣_____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，且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規定小額訴訟管轄法院之適用。

Where litigation arises out of this loan contract, the Parties agree that Taiwan _____ District Court be the court of jurisdiction for the first instance. However, the special provisions otherwise prescribed for exclusive jurisdiction by law shall prevail, and the application of Article 47 of Consumer Protection Act or Article 28, Paragraph 2 or Article 436-9 of the Code of Civil Procedure on small claim court shall not be excluded.

三十一、甲方、保證人及其他關係人知悉本借據有中、英文兩種版本，並同意此兩種版本有矛盾或牴觸時，悉以中文版本為準。

31 Party A, the Guarantor and other related parties are aware of that this IOU is made both in Chinese and English versions, and agree that the Chinese version shall prevail in the event of any inconsistency or conflict between the two versions.

三十二、借據之交付：

3 2 Delivery of IOU:

本借據正本乙式_____份由甲乙雙方各執乙份，保證人、其他關係人另依第二十三條第四項第（五）款、第二十五條約定之交付方式辦理。
The original of this IOU shall be in _____ copies to be kept by Party A and Party B. The Guarantor and other related parties shall follow the delivery method stipulated in Article 23, Paragraph 4., Subparagraph 5) and Article 25.

三十三、重要內容及同意個別商議條款：

3 3 Significant Contents and Agreement to the Terms and Conditions Individually Negotiated:

甲方已審閱前開全部條款，其中第 四、五、六、八、九、十、二十二、二十四、二十七、二十九、三十一、_____ 條屬借據重要內容，經說明後甲方業已充分瞭解。

1. Party A has reviewed all the terms and conditions described in the foregoing Articles, of which Article 4, 5, 6, 8, 9, 10, 22, 24, 27, 29, 31, and _____ are categorized as the significant contents of this IOU, which Party A has fully understood upon explanation.

本借據第四條之第一項第(二)款及第四項、第九條之第(四)·(五)·(六)·(七)·(八)·(九)·(十)·_____ 款，第十條第(五)·(六)·(七)·(八)·_____ 款之個別商議條款，甲方業已充分瞭解並同意其內容，而願遵守該約定。

2. Party A, having fully understood and agreed to the contents in Article 4, Paragraph 1., Subparagraph 2) and Paragraph 4., Article 9, Subparagraph 4), 5), 6), 7), 8), 9), 10), and _____, Article 10, Subparagraph 5), 6), 7), 8), and _____ of this IOU, which are terms and conditions individually negotiated, is willing to abide by them.

(甲方親簽 Party A's signature in person : _____)

借款人 親簽及蓋章 Borrower signature and seal in person	甲方 (即借款人) Party A (i.e. the Borrower)			乙方：第一商業銀行股份有限公司 公司統一編號：05052322 地址：臺北市中正區重慶南路一段 30 號 Party B: First Commercial Bank Co., Ltd. Uniform No.: 05052322 Address : No. 30, Sec. 1, Chongqing S. Rd., Zhongzheng District, Taipei City		
身分證統一編號 Identification Card No.		出生日期 Date of Birth	____月(MM)____日 (DD),____年(YYYY)	代理人(分行經理)： Representative (Branch Manager):		
戶籍地址 Permanent address						
通訊地址 Correspondence address	<input type="checkbox"/> 同戶籍地址 As permanent address <input type="checkbox"/>					
對保日期 Date of verification of the Undersigned	____月(MM)____日(DD),____年(YYYY)			對保人蓋章 Seal of the Verifier		
對保地點 Place of Verification	<input type="checkbox"/> 第一銀行 First Bank 分行 Branch <input type="checkbox"/>					
(加蓋貸款契約專用章) (Stamped with the dedicated seal of Loan Contract)						

一般保證人 親簽及蓋章 General guarantor signature and seal in person				一般保證人 親簽及蓋章 General guarantor signature and seal in person			
身分證統一編號 Identification Card No.		出生日期 Date of Birth	____月(MM)____日 (DD),____年(YYYY)	身分證統一編號 Identification Card No.		出生日期 Date of Birth	____月(MM)____日 (DD),____年(YYYY)
戶籍地址 Permanent address				戶籍地址 Permanent address			
通訊地址 Correspondence address	<input type="checkbox"/> 同戶籍地址 As permanent address <input type="checkbox"/>			通訊地址 Correspondence address	<input type="checkbox"/> 同戶籍地址 As permanent address <input type="checkbox"/>		
對保日期 Date of verification of the Undersigned	____月(MM)____日(DD),____年(YYYY)			對保日期 Date of verification of the Undersigned	____月(MM)____日(DD),____年(YYYY)		
對保地點 Place of Verification	<input type="checkbox"/> 第一銀行 First Bank 分行 Branch <input type="checkbox"/>			對保地點 Place of Verification	<input type="checkbox"/> 第一銀行 First Bank 分行 Branch <input type="checkbox"/>		

Date: _____ 月 _____ 日 _____ 年
(MM, (DD), (YYYY)

借據收執本交付收受欄： Column of delivery and receipt of kept copies of IOUs	
<input type="checkbox"/> 已收到 借據、攤還表等文件 及契約重要條款說明： (借款人親簽或蓋章)	<input type="checkbox"/> Having received IOU, amortization schedule and the like documents description of significant terms and conditions of the contract : (Borrower's signature or seal in person)

銀 行 專 用 欄 Column only for the Bank					
借據編號 IOU number :		核准日期 Date of approval : _____月(MM)_____日(DD),_____年(YYYY)		貸放號碼 Loan number :	
借款期間 Loan term : 自 _____ 月 _____ 日 _____ 年 _____ 起 至 _____ 月 _____ 日 _____ 年 _____ 止 From _____ (MM) _____ (DD) _____ (YYYY) to _____ (MM) _____ (DD) _____ (YYYY)				貸放科目 Loan account :	
徵信報告編號 Credit report number	借款人姓名 Borrower's name	借款金額 (新臺幣) Loan amount (NTD)	電話號碼 Telephone number	授權扣款帳號 Account number authorized to debit	核准號碼 Approval number
撥貸(核章)經辦 Staff of loan disbursement and Seal Signature Verification :			撥貸主管 Officer of loan disbursement :		