

動撥申請書（新臺幣）

Application for Drawdown (NTD)

借款人茲因週轉需要，依據前向 貴行簽立之額度書，請 貴行於該約定額度內依下列各條款約定撥款存入借款人在 _____ 銀行 _____ 分行／部 _____ 存款第 _____ 號帳戶，或逕行支付借款人申請 貴行開發信用狀項下之匯票票據（或得請求付款之文件）金額，或全數清償借款人於 _____ 年 _____ 月 _____ 日到期之債務。如本借款債務不履行時，上開舊債務仍不消滅。並同意對 貴行之撥款，以本申請書作為借款人向 貴行借款之憑證。

For the need of financing the working capital, the Borrower (hereinafter referred to as the “Party”) hereby requests the Bank in accordance with the previously signed Facility Letter and the terms as stated below, to disburse the amount to the Party’s account at _____ bank _____ branch in _____ account number _____, or pay to the Borrower an amount in accordance with a previously issued drafts under Letter of Credit (or other documents for payment), or fully settle Borrower’s due and payable obligations as of yyyy/mm/dd. In the event that the obligations are not performed, the aforementioned obligations will remain unsatisfied. The Party also agrees that this application shall be an official evidence of the loan granted by the Bank.

一、撥款（即借款）金額新臺幣 _____ 元整
Drawdown (also “Loan”) amount NTD _____.

二、借款利息按下列方式按月計付，且借款人須另外負擔利息費用相關之營業稅及印花稅（目前合計為 5.4%，其中營業稅應包括營業稅法明訂之銀行營業稅及目的事業主管機關規定提列之金額）：

Interest of the Loan shall be calculated and paid on monthly basis as follows, **and the Party needs to pay extra interest expense-related business tax and stamp tax (current rate at 5.4% in total, amid the business tax shall include the Bank’s business tax which stipulated in Business Tax law, and the amount to be provided per regulation of competent authority):**

(一) 按 貴行公告之「基準利率」加年率 _____ %（借款日之稅後年率為 _____ %）按月計付，並於 貴行調整「基準利率」時，自調整日起，改按調整後之「基準利率」加計原約定加碼年率調整計付。

Calculated monthly in accordance with Bank’s “Benchmark Interest Rate” plus _____ % per annum (at _____ % per annum on the date of drawdown after tax). If adjustments are made to the “Benchmark Interest Rate”, from the date of the adjustment, the interest shall be calculated at the then adjusted “Benchmark Interest Rate” plus the originally agreed spread.

(二) 按 貴行公告之「貨幣市場指標利率」加年率 _____ %（借款日之稅後年率為 _____ %）按月計付。並於 貴行調整「貨幣市場指標利率」時，自調整日起，改按調整後之「貨幣市場指標利率」加計原約定加碼年率調整計付。惟借款利息不得低於年息 _____ %計算。

Calculated monthly in accordance with Bank’s “Money Market Index Interest Rate” plus _____ % per annum (at _____ % per annum on the date of drawdown after tax). If adjustments are made to the “Money Market Index Interest Rate”, from the date of the adjustment, the interest shall be calculated at the then adjusted “Money Market Index Interest Rate” plus the originally agreed spread, **provided, however, the interest rate should not be less than _____ % per annum.**

(三) 按年率固定 _____ %計付（借款日之稅後年率為 _____ %）。
Interest rate shall be fixed at _____ % per annum (at _____ % per annum on the date of drawdown after tax).

(四)

三、借款期間自民國 年 月 日起至民國 年 月 日止並依下列方式清償。
The duration of loan shall be from yyyy/mm/dd to yyyy/mm/dd and the repayments must be made as follows:

- (一) 到期即將借款本金及應付之款項一併清償
Principal of Loan and any other payments shall be paid at maturity.
- (二) 自借款日起，以一個月為一期，依年金法計算月付金，按月平均攤還本息。
From the date of drawdown, the principal and interest shall be fully amortized on monthly basis and the amount of repayment is to be calculated by annuity method..
- (三) 自借款日起，以一個月為一期，自第一期至第 期只付利息不還本，第 期起依年金法計算月付金，按月平均攤還本息。
From the date of drawdown, interest is to be paid from the first month to the ___ month. From the ___ month, the principal and interest are calculated by annuity method and fully amortized on monthly basis.
- (四) 自借款日起，以一個月為一期共分 期，自第一期起， 本金按月平均攤還 每月攤還本金新臺幣 元整，餘欠到期清償；利息按借款餘額計算。
From the date of drawdown, the repayment could be divided into ___ monthly installments. From the first month, the principal is to be partially amortized and repaid in a monthly amount of NTD _____; the balance of principal is to be fully repaid at maturity. The interest is to be calculated in accordance with then current outstanding amount of loan.
- (五)

四、特別條款詳如背面約定書所載。本申請書為與 貴行簽訂之「安泰商業銀行銀行往來總約定書」之一部份，特別條款優於「安泰商業銀行銀行往來總約定書」之一般條款。
The special terms are contained on the reverse side of the Agreement. This Application is a part of the “EnTie Commercial Bank General Agreement for Banking Transaction” and the special terms hereof are superior to those general terms contained in the “EnTie Commercial Bank General Agreement for Banking Transactions”.

此 致

安泰商業銀行

To: EnTie Commercial Bank

借款人：(公司大小章)

Borrower:

住址：

Address:

中 華 民 國 年 月 日

Date:

核准日期	年 月 日	備償專戶	
核准號碼			
貸放序號		電話號碼	
貸放科目			

※ (擔保) 放款 墊付國內票款
 信用狀墊款 **新臺幣專用**

主		經	
管		辦	

約 定 書

Agreement

特別條款

Special Terms and Conditions

一、一般（擔保）放款

General (Secured) Loans

借款人(以下簡稱立約人)應按約定之還款方式清償借款。

Borrower (hereinafter referred to as "Party") shall perform in accordance with the settlement terms.

二、墊付國內票款(或客票融資)及貼現

Advance of domestic notes (or note financing) and note discount.

立約人提供票據申請動用授信額度時，願遵守下列約定：

Party agrees to abide by the following terms when providing notes/drafts/bills/cheques in application for drawdown:

- (一) 立約人提供之票據，應確為立約人基於商品之銷售、租賃或提供服務等合法交易行為所取得，且票據發票人、背書人、承兌人及保證人均經立約人徵信調查，確認其債信良好者為限。該等票據應經 貴行認可，並背書轉讓與 貴行。

The notes/drafts/bills/cheques provided by the Party shall be received upon the Party's sale of goods, leasing, services, or other legitimate transactions, and the drawer, endorser, acceptor, and guarantor of such notes/drafts/bills/cheques shall have been duly investigated by the Party to ensure good credit standing. The notes/drafts/bills/cheques shall be endorsed to Bank after Bank's verification and approval.

- (二) 除貼現外， 貴行得在立約人提供票據面額範圍內逕行決定授信金額。

Except the discount bills, Bank may determine the credit limit to be granted within the face amount on the face of the notes/drafts/bills/cheques provided by the Party.

- (三) 除貼現票據應交由 貴行存執，並於到期兌收逕行償還外，立約人同意所提供之票據，背書轉讓予 貴行並存入立約人在 貴行開設之備償專戶，以作為立約人向 貴行所負一切債務之擔保，並同意於到期兌收後亦存入前開備償專戶，並願遵守下列特別約定事項：

Except that the discounted bills which shall be in custody of the Bank and utilized for repayment as bills due, Party agrees that all notes/drafts/bills/cheques shall be endorsed to Bank and be deposited into a specified account with Bank as bills due and payable, and can

be used as collateral to secure Party's debts. In addition, Party agrees to the following:

(1) 立約人授權 貴行得隨時由該專戶內領取款項，以抵償立約人在 貴行之一切債務，並以本約定書為授權之證明。

Party authorizes Bank to withdraw deposits from the specified account to set-off Party's debts owed to the Bank; this Agreement shall serve as evidence to such authorization from Party.

(2) 非經 貴行同意，立約人不得動用專戶內之存款。

Party may not use the deposit in the specified account without Bank's agreement.

(3) 若立約人發生違反「安泰商業銀行銀行往來總約定書」或其他與 貴行之約定時，貴行得逕行以執票人之地位向票據債務人求償。

In the event that the Party breaches the "Entie Commercial Bank General Agreement for Banking Transaction" or other agreements with the Bank, the Bank may claim against the Party as a holder of the notes/drafts/bills/cheques.

(四) 立約人持向 貴行借款之票據，如因傳遞或其他意外情事，如遺失、被偽造、變造等而致滅失或喪失其效力時，立約人願依 貴行帳載之票據金額清償之。

In the event that the notes/drafts/bills/cheques is lost or loses its effectiveness during delivery or other circumstances, such as loss, forgery, or alteration, Party agrees to fully settle the debts in the amount equal to the bills' amount as shown on the Bank's account record.

(五) 立約人保證所提供之票據， 貴行於行使票據權利時免為拒絕證書之作成，並免為票據債權保全上之法定手續及通知等。

Party warrants when the Bank exercises its rights of the notes/drafts/bills/cheques the Bank does not need to make a certificate of refusal protest nor to follow a legal procedure or to serve notice in accordance with the laws governing preservation of rights of notes/drafts/bills/cheques.

三、遲延利息、違約金之計算依安泰商業銀行銀行往來總約定書之規定。

The calculation of the default interests and penalties is according to the Entie Commercial Bank General Agreement for Banking Transactions.