**英文版借款协议**

借款人：

borrower:

贷款人：

lender:

抵押人：

mortgagor:

保证人：

surety :

出质人：

pledgeor:

为明确各方权利和义务，根据《合同法》、《贷款通则》和其他有关法律、法规，订立本合同。

this contract is made in line with the contract law of the people's republic of china and the general provisions of loans of the people's bank of china to specify the rights and obligations of parties involved.

借贷条款

loan borrowing clause

第一条 借款金额。见36.1

article 1. amount of loan: refer to 36.1

第二条 借款用途。见36.2

article 2. purpose of loan: refer to 36.2

第三条 借款期限。

article 3. life of loan

3．1见36．3。

3.1 refer to 36.3

3．2借据或贷款凭证是本合同不可分割的组成部分。借款的实际放款日和还款日以借款

人、贷款人双方办理的借据或凭证上所记载的日期为准。除日期外，借据或凭证其他记载事项

如与本合同不一致的，以本合同为准。

3.2 a certificate of indebtedness or a loan voucher is an integral part of this contract. the date of advance and payment due date shall follow the date specified on the certificate of indebtedness or loan voucher . where there is any inconsistency between the stipulations on the certificate of indebtedness or loan voucher and the terms and conditions on this contract except date, the latter shall prevail.

第四条 借款划付。在借款人办妥借款手续后5个营业日内将全部款项划至借款人指定的账户，划付次数、时间、金额见 36．4 。

第五条 article 4 transferring of loan. the full amount of loan shall be transferred to an account designated by the borrower within 5 working days from the date of completing borrowing procedure. refer to 36.4 for the frequency, time and amount of transferring

第五条 借款利率和计息。

article 5. interest rate of loan and calculation

5．1借款利率。本合同项下借款利率根据国家有关规定，确定利率见—36—．5 。遇利率调整时，借款期限在1年(含)以下的，执行合同利率，不分段计息；借款期限在1年以上的，实行分段计息，从利率调整的次年1月1日开始，按相应利率的档次执行新的利率；如借款人未按约定时间归还借款本息或未按合同约定用途使用借款，贷款人将按国家规定对借款人计收罚息，罚息率见36．6。

5.1 interest rate of loan: the interest rate under this contract is specified in 36.5 in line with relevant rules. in case of change of interest rate, the interest rate stipulated in the contract shall prevail for loans with a life of less than or equal to one year; for loans with a life exceeding one year, the interest shall be calculated on a multi-stage basis, i.e. from next jan. 1st following the adjustment of interest rate, the new rate shall prevail. in case the borrower fails to repay the principal and interest before the due date, or fails to use the loan for purposes as agreed in this contract, the lender shall be entitled to collect default interest in line with relevant rules. the default interest rate is specified in 36.6.5．2遇利率调整时，实行分段计息的，贷款人有权根据国家有关规定自行调整，不另行通知借款人。

5.2 in case of calculating interest on multi-stage basis due to adjustment of interest rate, the lender shall be entitled to adjust the interest rate on his own without further notice to the borrower.

第六条 还款方式。

article 6 type of repayment of loan

6．1借款人应在贷款人开设帐户，户名和帐号见 36．7 ，并保证在每次还款日前足额存入当期应还款项的存款。借款人在此授权贷款人从借款人该帐户中扣收借款本金、利息和可能发生的复利、罚息、违约金、保费、损害赔偿金及实现债权的费用(含律师费和诉讼费)。如该帐户资产不足以归还到期的贷款本息，贷款人有权从借款人在中国工商银行任何分支机构开立的任何帐户划收。

6.1 the borrower should open an account with the lender( the account name and account number are specified in 36.7.) and promise to deposit sufficient money for repayment before each due date. the borrower hereby authorizes the lender to collect , if any, compound interest, default interest, liquidated damage, premium, compensation and expenses arising from the realization of creditor’s right (including lawyer’s fee and court expense)in addition to due principal and interest of loan. in case the asset in this account is not enough for repayment of due principal and interest, the lender shall be entitled to collect from any account opened by the borrower with any branch of icbc.

6．2贷款人与借款人双方商定，自贷款发放次月起，借款人按月归还贷款本息(一次性还本付息除外)，还款期数及还款方式见 36．8 。

6.2 the borrower shall repay the principal and interest on a monthly basis (except repaying principal and interest in a lump sum) from the second month following the issuing of loan , as agreed between the borrower and lender. the repayment tenors and type are specified in 36.8.

6．3借款期间遇利率调整，如执行本合同5．1条实行分段计息的，对借款期限在1年以上的，应从利率调整的次年1月1日开始根据未偿还借款余额和剩余还款期数进行调整，重新计算还款金额。

6.3 in case of multi-stage calculation of interest as specified in 5.1 due to adjustment of interest rate during the life of loan, the repayment amount for loans with a life exceeding one year shall be recalculated on the basis of balance of unpaid loan and the rest of repayment tenor from next jan. 1st following the adjustment of interest rate.

6．4借款人提前归还贷款须经贷款人书面同意，，提前归还部分的利息仍按本合同约定的利率和该部分实际使用天数计算。

6.4 repayment of the loan ahead of schedule by the borrower shall be subject to written consent from the lender. the interest of prepaid amount should be calculated on the basis of rate specified in this contract and actual days.第七条 担保方式。本合同的担保人及担保方式见 36．9。具体约定由本合同中相应的担保条款确足。

article 7 guaranty type. the guarantor and guaranty type under this contract is specified in 36.9. the specific stipulations are stated in corresponding guaranty clauses.

第八条 借款人的权利、义务。

article 8 rights and obligations of the borrower.

8．1借款人的权利：

8.1 rights of the borrower.

按本合同约定的期限和用途取得和使用借款；

obtain and use the loan for the period and purposes as agreed in this contract.