

# Terms and Conditions

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Personal Installment Loan Form based on the following Terms and Conditions which apply to the loan amount (it may be amended from time to time and binding the Borrower after announcement). The Bank reserves the right to decline this Application without any reason.

The loan amount is granted based on the Bank's right at any time to consider, request for repayment, amend or cancel the loan amount without the Bank's obligation to provide any reason or evidence of such right by giving a notification of at least one day to the Borrower.

## 1. Withdrawal

1.1 Loan Amount will be available for one full withdrawal after this Application is accepted by the Bank.

1.2 The statement of the Bank on the amount(s) of the Loan which have been paid will be the persuasive proof binding the Borrower that the amount(s) of the Loan have been withdrawn from time to time.

1.3 The Drawdown Date is the date on which the Loan with the amount, tenor and interest rate requested by the Borrower is accepted by the Bank and disbursed to the account according to Borrower's request.

In case the loan amount, loan tenor and interest rate are different from the information in the Form, the Drawdown Date, loan amount, loan tenor and interest rate shall be confirmed by the Bank's representative with the Borrower via phone.

1.4 Method of loan: one time disbursement

**1.5 Purpose:** The Borrower undertakes to use the loan amount for legal personal usage. The Bank has the right to examine at any time the purpose of use of the Loan by Borrower with any method that the Bank considers appropriate. At the Bank's request, the Borrower undertakes to provide documents evidencing the purpose of use of the Loan usage before, during and after the withdrawal for a period that Bank considers appropriate. In case that the Bank has grounds to believe that the Borrower has used the loan amount in improper or illegal purpose or cannot provide documents for proving the purpose of use of the Loan or the documents provided are not appropriate following the Bank's requirements, the Bank has the right to apply the interest equal to 150% of the current interest currently applied to the Loan and/or immediately request the full repayment.

1.6 The Drawdown Request is irrevocable and constitutes an integral part of the Application and will form a Credit Agreement between myself and the Bank which takes effect as from the Drawdown Date. I hereby certify that, when the Loan is disbursed into the account as indicated in this Drawdown Request, the Bank is considered as having accepted to this Drawdown Request and I am considered as having received the Loan in accordance with the terms and conditions of this Drawdown Request.

## 2. Payment

2.1 At the Bank's request, the Borrower hereby undertakes to repay the Loan to the Bank including all due amounts with interest, cost and any other expense that have been accrued on the loan amount in accordance with the Bank's policy and the applicable regulations.

2.2 The repayment of the Loan will be conducted in VND currency or other currency permitted by the laws of Vietnam, following the foreign exchange rate of the Bank announced on the date of payment.

2.3 After one month from the disbursement date of the Loan by crediting in the Borrower's account at the Bank, the principal and interest amount of the Loan must be paid on a monthly basis until the loan amount (included the principal and interest amount) has been fully repaid.

2.4 The Borrower agrees that the Bank has the right to set the payment priority with respect to the Borrower's periodic repayment. Unless otherwise announced by the Bank, the periodic repayment will follow the following priority:

- (i) Overdue Principal;
- (ii) Overdue loan interest; Loan Interest For Overdue Principal;
- (iii) Fees and Expense related to the Loan;

- (iv) Due Loan Interest; and
- (v) Due Principal.

2.5 Borrower will open and maintain an account with the Bank (the "Account") for the purpose of loan repayment until the Loan is fully repaid. The Borrower hereby authorises the Bank to auto debit on the Account maintained at the Bank to repay the principal and interest of the Loan on a monthly basis until the Loan has been fully repaid.

2.6 The Borrower will repay the Loan to the Bank without any deduction, retention, set-off or condition whatsoever unless the Borrower is required by law to do so. In such case, the repayment amount will increase an amount equal with the reality payment that Bank will receive without the remaining.

2.7 The early repayment is only allowed when the outstanding Loan (including the principal and interest) will be fully repaid at once and must be accepted by the Bank on the time of repayment.

### 3. Interest and other costs:

3.1 Interest calculation factors include:

(i) Interest Calculation Duration: is determined from and including the day on which the Bank disburses the loan amount and does not include the date that loan amount is returned regardless of whether the loan amount has been successfully transferred to the beneficiary or not.

(ii) Actual balance: is the end-of-day balance of the outstanding principal not yet due, or of the actual overdue principal depends on each case.

(iii) Number of days on which the actual balance is maintained: being the number of days on which the balance is maintained at the end of each day.

(iv) Interest Rate

Unless otherwise provided in these terms and conditions, interest rate is applied for the loan amount will be decided by Bank and announced to the Borrower on Disbursement Form.

The interest rate mention in this article for each loan amount will be calculated follow the method mentioned in Personal Installment Loan form and it will be equaled with the interest rate calculation method following the current law.

(v) Interest Adjustment:

The Borrower and the Bank agree that interest rate will be mentioned above and fixed in the loan duration.

3.2 Formula for calculating interest:

$$\text{Interest Amount} = \frac{\sum (\text{Actual balance} \times \text{Number of days for which the actual balance is maintained} \times \text{Interest rate})}{365}$$

3.3 Interest rate of overdue Principal:

If the credit balance of the Borrower's relevant account is not sufficient for payment of the due principal (whether at the maturity stated in the Agreement, by early payment or otherwise), the interest rate of overdue Principal ("Interest rate of overdue Principal") will be charged at 150% (or a lower rate as determined and informed by the Bank to the Borrower from time to time) of the prevailing interest rate at the time of overdue on any overdue principal amount payable to the Bank as provided for hereunder, calculating from the time such amount becomes overdue until the date of full payment. Interest rate of the overdue interest amount will not be applied.

3.4 Payment

(i) Interest will be debited on the Borrower's account with any tax incurred on the interest amount (if any)

(ii) The Bank has the right to debit on Borrower's account on a monthly basis after one month from the date where the loan amount has been disbursed or other time as decided by Bank. In case that the monthly payment dates fall into weekend or holiday as regulated by the prevailing regulation and Bank's policy, the payment date will be delayed into the next day.

(iii) The periodic payment (included principal and interest) is fixed, therefore, when the interest increases in one or some payment installment (as the actual day in month is changed), the monthly loan principal amount will be deducted to secure the periodic payment is not changed. Given such reduction in the monthly payable principal, the final payment will be larger than the previous monthly. The specific amount will be notified if so requested by the Borrower.

(iv) In case that the Borrower prepays the loan amount, the Bank will charge a prepayment fee of 3% on the outstanding loan principal amount.

(v) The Borrower agrees that the Bank has the right to call a part of or full Loan Amount if the Borrower violates the payment obligation in respect of any payment. The Bank will notify to the Borrower about the termination and the request for the loan prepayment in accordance with the Bank's templates.

3.5 Restructuring of the Loan Amount repayment tenor: Restructuring of the Loan Amount repayment tenor will be considered by the Bank in accordance with prevailing regulations if so requested by the Borrower.

The Bank will convert to overdue debts of the principal balance if the Borrower fails to repay on time as agreed hereunder and the Bank does not agree to restructure such term. Form and contents of the notification to convert to overdue debts will be in accordance with the Bank's template.

#### **4. Notice**

Any petition, complaint, notice or announcement relating to the loan amount that the Bank may transfer to the Borrower will be considered as being sent to the Borrower if it is hand delivered or sent by registered mail to the latest address of the Borrower as informed to the Bank. Any notice on interest change can be published at any Bank's office. The Borrower commits that the Borrower will immediately inform to the Bank of any change in his/her status and/or information provided in this Application.

#### **5. Bank Statement**

5.1 The Borrower hereby confirms that if he/she has not received any bank statement at any time, the Borrower will be responsible for requesting the Bank to send the bank statement.

5.2 The Borrower hereby commits that he/she will thoroughly check all bank statements received from the Bank. Within 30 days from the date on which the bank statement has been sent to Borrower, if the Borrower does not have any objection in respect of such Bank statement, the outstanding amount shown on the bank statement will be considered as correct and the fact that the Borrower has not had any feedback will be deemed as the Borrower's confirmation on the correctness of the bank statement. After this period, the Borrower is not allowed to raise any objection to the bank statement.

#### **6. Warranties**

6.1 The Bank agrees to provide the loan amount to the Borrower on an unsecured basis. However, if there is any change significantly affecting the Borrower's financial situation (at the Bank's sole discretion), or if the security is requested by the applicable regulation, the Bank will be entitled to apply higher interest rate to the outstanding unsecured loan amount.

6.2 The Borrower commits in providing the security for the loan in case where the Borrower's income is not sufficient to pay the loan amount following the periodic payment that has been agreed in this Application.

6.3 The Bank reserves the right to request the Borrower to early repay the loan before the due date if the Borrower can not provide sufficient security for the loan.

#### **7. Set-off and Indemnity**

7.1 The Borrower agrees that the Bank shall have a right of set-off (or similar right) over any of the Borrower's property rights and interest which are in the Bank's custody and control. The Bank may, at any time and in its sole discretion, exercise these rights over any of the accounts of any currency held in the Borrower's name at the Bank and/or the Bank's branches, head office, any transaction office (if any).

7.2 The Borrower undertakes to indemnify the Bank all expenses arising from the Borrower's failure to comply with these terms and conditions, including legal fees and other expenses relevant to this loan amount.

#### **8. Violation Event**

##### **8.1 Violation Event**

Each of the following event or situations is a violation event ("Violation event"):

a) The Borrower does not pay any outstanding principal balance of the Loan, due interest or any other due obligations of the Borrower in accordance with the Credit Agreement or any documents or other related contracts;

b) The Borrower fails to comply with or fails to make any commitments, obligations, agreements or provisions of this Credit Agreement or any other relevant documents, documents or contracts;

c) The borrower is dead or disability;

d) Any litigation conducted in any territory with the Borrower, including but not limited to the Borrower's arrest, detention, custody, prosecution and any any other procedure that is conducted against the Borrower in accordance with the applicability of criminal law;

e) Any event or series of events that, in the opinion of the Bank, may lead to material adverse effect to the Borrower's financial condition;

f) The Borrower fails to perform or fails to comply with any Borrower's obligations regulated in any agreement or document relating to any Borrower's debt;

g) Any debt of the Borrower is due or likely to be due and must be paid before due date of such debt.

##### **8.2 Remedies**

When any Violence Event occurs and at any time when Violation Event continues, the Bank reserves the right to:

a) Declare the principal balance of the Loan and interest and all other obligations of the Borrower in accordance with this Agreement and other due contracts or related documents and immediate payment;

b) Kick-off or perform any and all Bank rights in accordance with the Credit Agreement and relevant documents or contracts; and

c) Kick-off or perform any litigation against the Borrower.

8.3 Penalties for breach and compensation will be made by the Parties in accordance by the prevailing regulation.

**9. Borrower's Death**

The Borrower undertakes that in case of the Borrower's death before the loan amount are fully repaid, the Borrower's disability due to accident, or the Borrower's domiciliation outside of Vietnam, the obligation to repay the loan amount will be transferred to the legitime heirs or the asset administrator or other persons appointed by the Borrower. All payments from the above mentioned people will be off set with the outstanding loan amount.

**10. No waiver**

No act or omission by the Bank in the exercise, either partly or wholly, of any of its rights or remedies pursuant to these terms and conditions shall affect its rights, powers and remedies hereunder or any further or other exercise of such rights, power or remedies.

**11. Governing Law and Dispute Resolution**

This Terms and Conditions will be interpreted and governed by the laws of Vietnam and the proceedings will be brought to the court of Vietnam.

**11. Disclosure**

To the maximum extent permitted by the prevailing regulation, the Borrower, following the Bank's instruction, agrees that the Bank may collect, use, disclose, transfer and/or exchange different information and personal data relevant to the Borrower (Data) to individuals or organisations that the Bank thinks necessary for any purpose, including competent authorities in Vietnam or abroad and any service provider, third-party, any business partner that the Bank has relationship during its operation.

The announcement on the changes of these Terms and Conditions will be conducted by any of the following methods: (1) Announcement Board at any office or branch of the Bank; (2) bank statement; (3) Courier; (4) Fee quotation.