

**HSBC Bank (Vietnam) Ltd.**  
 Floor 1, 2, 6 Metropolitan Building, 235 Dong Khoi, Ben Nghe Ward  
 District 1, Hochiminh City, Vietnam  
 Business registration no. 0301232798

**Form applying to customers of campaign:**  
 EBS  Xsell to Payroll  Top-Up  Pre-Approved  Energy Efficiency Loan  ETB ELA

<b>For Bank Use Only</b>
Customer Number: _____

I (the **"Applicant"**) hereby would like to submit the application for a Personal Instalment Loan under the Personal Instalment Loan Program cum Fund Usage Plan (the **"Application"**) in Vietnam Dong ("VND") with following details:

**1. Applicant's Personal Information (Applicable to all Customers)**

Full name

ID/PP/Citizens no  Place of issuance  Date of issuance (dd/mm/yyyy) / /

Former ID/PP no (if any)  Nationality (Country/Region/Territory):

Mobile phone  E-mail address

**2. Details of the Loan request (Applicable to all Customers)**

**Requested loan amount (VND)** (Minimum 30,000,000, maximum 900,000,000 or another amount accepted by the Bank)

**Loan tenor/Repayment cycle (month/cycle)** (Minimum 12 month/cycle, maximum 60 month/cycle)

**Interest rate (%p.a.)**  **First repayment date (dd/mm/yyyy)** / /

**Repayment Account at HSBC (if any)**

Purpose	House purchasing (*)	House renovation (*)	Tourism/ Study/Healthcare <input type="checkbox"/> Domestic <input type="checkbox"/> Overseas	Buying vehicle <input type="checkbox"/> Domestic <input type="checkbox"/> Overseas	Furniture purchasing <input type="checkbox"/> Domestic <input type="checkbox"/> Overseas	Personal expenditure	Real Estate Investment
<b>Amount (VND)</b>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>

(\*) Please provide more details at **Loan Fund Usage Plan**

**3. Disbursement Information (Applicable to all Customers)**

The Loan is to be disbursed to the following account (please select one applicable option belows):

**My transactional account:**

- At HSBC
- At other bank with the following details:

Account Name:

Account No.:

Bank:  Branch:

**Please tick ✓ in one among below options**

- I guarantee this loan is used to repay the incurred expenses that I have paid to the beneficiary, therefore, I request the Bank to disburse the approved loan amount to my account opened at the Bank. I undertake to provide all valid invoices and documents for such payment to the Bank before disbursement upon request.
- I undertake to provide Beneficiary Information Confirmation, documents proven for legal purpose usage before disbursement and after disbursement, where applicable.

**Beneficiary account with the following details (applicable for any loan amount and beneficiary information that differs from the Applicant's information):**

Account Name:

ID Number / Company Business License:

Account No.:

Bank name: \_\_\_\_\_ Branch: \_\_\_\_\_

**4. Income Information being source of loan repayment (Applicable to all Customers)**

Monthly Income \_\_\_\_\_  
Bonus, allowance and other monthly income \_\_\_\_\_  
**TOTAL** \_\_\_\_\_

**5. Occupation Information being source of loan repayment (Applicable to EBS, XSell to Payroll and Customer with Income information change)**

Existing Employer's name \_\_\_\_\_ Employer's tax code \_\_\_\_\_  
Employer's address \_\_\_\_\_ District \_\_\_\_\_ Province/City \_\_\_\_\_  
Office phone \_\_\_\_\_ Extension \_\_\_\_\_ Time in current employment \_\_\_\_\_ Time in previous employment \_\_\_\_\_  
\_\_\_\_\_ year \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_ month  
Occupation code  HR/Administrator  Marketing/Public Relation  IT  Accountant  Sales  
 Engineer  Teacher  Other (please specify) \_\_\_\_\_  
Contract type  Definite \_\_\_\_\_ (months)  Indefinite

**6. Transactional Account information (Applicable to Customer without Saving Account/Current Account)**

Residential address \_\_\_\_\_ District \_\_\_\_\_ Province/City \_\_\_\_\_ Home phone \_\_\_\_\_

Live at residential address since \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (dd/mm/yyyy)

Previous residential address (if residing at current address less than 3 years) \_\_\_\_\_ District \_\_\_\_\_ Province/City \_\_\_\_\_ Home phone \_\_\_\_\_

Live at previous residential address since \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (dd/mm/yyyy)

(If residence duration at previous address & current address combined is less than 3 years, please provide details at **Additional Information Form**)

US Green card  Yes  No

Multi-nationality (Country/Region/Territory)  Yes  No

(If yes, please provide details at **Additional Information Form**)

Jurisdiction of tax residency \_\_\_\_\_

Type of Account: **An Loi** Currency of Account: **VND**

Account opening purpose  Loan repayment  Saving  Investment  Business  Oversea study  Other \_\_\_\_\_

Source of fund used to open account: Amount of initial deposit: \_\_\_\_\_

Name of originator: \_\_\_\_\_

Method of credits:  Cash deposit  Transfer

Country/Region/Territory of source of fund? \_\_\_\_\_

Expected source of fund during the relationship: Name of originator: \_\_\_\_\_

Date of birth of originator (if a person): \_\_\_\_\_

**Method of credit:**  Cash deposit  Transfer

Country/Region/Territory of source of fund? \_\_\_\_\_

Please provide more information about this source of fund \_\_\_\_\_

**Anticipated activity level** Transaction amount \_\_\_\_\_ Number of transaction \_\_\_\_\_

Total credits per month \_\_\_\_\_

Total debits per month \_\_\_\_\_

RBWM\_HPL032015\_FB

## 7. Mailing instruction (Optional)

Registered address \_\_\_\_\_ District \_\_\_\_\_ Province/City/Country/Region \_\_\_\_\_

Mailing address  Residential address  Resigtered address  Company address

Account statement will be sent by one of the following channels and priority:

- 7.1. Via Personal Internet Banking service if using this service  
(Customers receiving statement via Personal Internet Banking shall not receive any statement via e-mail and paper)
- 7.2. Via above mentioned email  
(Applicable for customers not using Personal Internet Banking and have registered emails with the bank)
- 7.3. Via post mail to your Correspondence address  
(Only applicable in case the two methods above cannot be utilised)

## 8. Related parties of applicant(s) (following Circular No. 22/2019/TT-NHNN dated 15 Nov 2019) and Legal Arrangement\* (following Circular No.20/2019/TT-NHNN dated 14/11/2019)

For the Bank's evaluation and consideration of the Application, I confirm the following information:

8.1. Related parties\* being individuals: (Please tick  to one of the following options)

- I confirm that my related parties being individuals do not have any relationship with the Bank.  
 I confirm my related parties being individuals having relationship with the Bank as follows: (Please complete the following table)

No	Full name	Relationship	ID number

8.2. Related parties\* being organizations: (Please tick  to one of the following options)

- I confirm that I do not have any related parties being organizations.  
 I confirm my related parties being organizations as follows: (Please complete the following table)

No	Name of organisation	Relationship	License/Business Registration Certificate No.

8.3. Please tick  to below box if you are not involved in any Legal Arrangement(s)

- I am currently not involved in any Legal arrangement(s)(\*) as an entrusted or authorized party

(\* ) Legal arrangements are agreements in the form of trust or other arrangements with similar nature established under the foreign laws, allowing trustee to receive legal beneficial ownership.

## 9. Declaration

- 9.1. I confirm that the Bank has provided me with full and sufficient information relevant to this form before signing.
- 9.2. I/We confirm that the information given above is correct and complete and the Bank is authorized to collect and verify this from any source the Bank may choose without any requirements of additional authorization from me/us.
- 9.3. I acknowledge and confirm that I have read and understood HSBC Privacy Notice published at HSBC official website (<https://www.hsbc.com.vn/>). I hereby give my explicit, voluntary, affirmative, unconditional consent for HSBC to process my Personal Data in accordance with the contents of HSBC Privacy Notice.
- 9.4. I confirm, represent, and warrant that (i) every person whose Personal Data that I (or anyone on my behalf) has provided or will from time to time provide to HSBC or a member of the HSBC Group (my "Connected Persons") has been notified of HSBC Privacy Notice; (ii) they have given their explicit, voluntary, affirmative, unconditional consent for HSBC to process their Personal Data in accordance with the contents of HSBC Privacy Notice; and (iii) I am authorized to disclose their Personal Data to HSBC and/or members of the HSBC Group so that HSBC and/or members of the HSBC Group can process the same. At the same time, I have advised them of their various rights with respect to their Personal Data in accordance with the contents of HSBC Privacy Notice and in compliance with applicable laws of Vietnam. I, with this, undertake to verify the accuracy and completeness of the Personal Data provided to HSBC.
- 9.5. I acknowledge and understand that in case of any change to my given consent, I will request in writing using the prescribed form available at HSBC branches or other channels provided in HSBC Privacy Notice. I understand that if I change my consent for any purpose and depending on the nature of my request, HSBC may not be able to continue to provide Products and/or Services to me.
- 9.6. I, the undersigned, acknowledge that I have read and understood the associated terms and conditions, including but not limited to the General Terms and Conditions (Premier Master Account Terms and Conditions for Premier customers), Debit Card Terms And Conditions, the terms and conditions of the Loan and Tariff (hereafter called the "Terms and Conditions") and the updated/amended versions from time to time, which is available at the Bank's website [www.hsbc.com.vn](http://www.hsbc.com.vn) or, upon customer's request, will be provided free of charge at any branch or transaction office of the Bank. I keep one (1) copy of the Terms and Conditions and will keep the updated/amended versions from time to time. I understand, agree and accept that the Terms and Conditions and the updated/amended versions from time to time, together with this Personal Loan Application & Personal Account Opening Form and Account Acceptance notification from the Bank (without bank's chop and signature), shall together form the Contract of Opening and Use of Account between me and the Bank.
- 9.7. I agree to comply and the use of the account or of any account related services provided by the Bank is also my acceptance with the abovementioned and other relevant Terms and Conditons and the updated/amended versions from time to time.

- 9.8. I understand and agree that this application (upon approved by the Bank) together with the Terms and Conditions of the Loan, the Drawdown request, and the General Terms and Conditions (if applicable) will govern a legitimate Credit Agreement between myself and the Bank. The Bank, by disbursing the Loan into my personal account opened at the Bank, is considered as Bank's acceptance to be bound to the Credit Agreement. I understand, agree and accept that my Loan may be lower than the Loan Request, the repayment period may differ from what is required in the Form upon the Bank's approval, and I have been confirmed by the Bank's representative via phone.
- 9.9. I have read and understood my obligations, responsibilities, and rights in accordance with the terms and conditions in the above documents and I accept that these Terms and Conditions and the Tariff issued by the Bank may be amended from time to time upon the Bank's notice.
- 9.10. I understand and agree that my maximum loan will be calculated based on my monthly income shown on the proof of income and will depend on my total maximum unsecured exposure (MUE) with the Bank. Notwithstanding the above, the maximum loan shall be determined by the Bank at its discretion. I also agree that I have accepted the Loan and the Loan term when the Loan was approved and credited to my Savings/ Current account at the Bank.
- 9.11. Upon completion of this application, I hereby certify that all information provided in Section 8 – Related parties of applicants (in relation to any board member, officer or employee of the Bank, including The Hong Kong and Shanghai Banking Corporation Limited and other banks within the same Group) are true and correct. If I do not notify the Bank of such information, the Bank is entitled to assume that I am not involved. After the date of this application, when I have such a related party, I will immediately notify the Bank in writing, in the form provided by the Bank at my request.
- 9.12. I will provide the Bank with further supporting documents on this declaration as requested by the Bank.
- 9.13. I will immediately inform the Bank of any changes of the information contained therein.
- 9.14. I confirm that until I have notified the Bank of such change, the Bank may rely on the information previously provided by myself.
- 9.15. I commit the account is used under the declared purposes and the Bank may cease providing the services to myself if the Bank identifies any activities used for commercial purposes, non-declared purposes, or any illegalised purposes that breach applicable laws, the Bank's policies, International agreements, commitments that the Bank must comply.
- 9.16. I hereby declare and agree that all documents relating to this Personal Loan Application & Personal Account Opening Form or reference to it such as annexes, addendum, recordings, transcripts, emails, recordings (including electronic communications, recorded messages on phone) shall become integral parts of this Personal Loan Application & Personal Account Opening Form.
- 9.17. The Contract of Opening and Use of Account shall become effective as from the date mentioned in Account Acceptance notification from the Bank and shall be terminated upon account closure in accordance with the Terms and Conditions.
- 9.18. When entering EBS packages, I agree that the Bank has all rights to apply fees/ interest rates to all of my products/ services (\*\*\*) according to (i) relevant EBS packages per monthly salary credit amount; or (ii) standard personal banking services if there is no any monthly salary credit in my account for the last two (02) months. The criteria for EBS programs are specified in the Terms and Conditions of preferred program ("Preferred Personal Loan Interest") (\*\*\*)  
Note:
  - 9.18.1. Fees/ Interest rates according to monthly salary credit amount will be (i) reviewed periodically by the Bank or (ii) adjusted after 5 working days following the date customers update salary with the Bank.
  - 9.18.2. Interest rates for existing Personal Loan (if any) will not be adjusted following this item
- 9.19. I confirm that my/our signature(s) below is/are also my/our specimen signature(s) that the Bank shall use to verify my/our instructions to the Bank.

## 10. Enclosed documents to the Application

- 10.1. Presenting original Identity Card that is valid and bearing all information and images in high-quality for original-sighted purpose of the Bank;
- 10.2. Labour contract which has been signed over 1 year (*copy*) or Confirmation letter of employment, working period and salary (*original*)
- 10.3. Bank Statement with chop showing last 3 months' base salary for fixed base salary earner or last 6 months' for commission and base salary earners or commission earners only (*Original copy with Bank's stamp*).

## 11. Terms and Conditions

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

The Loan 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.

### 11.1. Withdrawal

- 11.1.1 Loan amount will be available for one-time withdrawal in full after this Application is accepted by the Bank.
- 11.1.2 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.
- 11.1.3 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.
- 11.1.4. 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.
- 11.1.5 Method of loan: one-time loan - one time disbursement
- 11.1.6 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 Borrower agrees that the Bank reserves the right to consider it as Event of Default and execute any remediation action as described in Article 11.8.2.a of this Terms and Conditions. In the circumstance that the Borrower fail to or refuse to repayment the Loan, Interest rate of overdue Principal as described in Article 11.3.3 of this Terms and Conditions will be applied.
- 11.1.7 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 the Drawdown Request.

### 11.2. Payment

- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 The principal and interest amount of the Loan must be paid on a monthly basis from the month the Loan is disbursed by crediting in the Borrower's account opened at the Bank until the Loan amount (included the principal and interest amount) has been fully repaid. The Loan will be repaid on the monthly basis counting from the Drawdown date unless the Borrower may request a specific monthly repayment date in Personal Loan Application & Personal Account Opening Form
- 11.2.4 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.

11.2.5 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. In case the Borrower decides to continue using the Account after the Loan has been fully repaid, Personal banking Tariff will be applied.

11.2.6 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.

11.2.7 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.

### 11.3. Interest and other costs:

11.3.1 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.

11.3.2 Formula for calculating interest:

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

365

11.3.3 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.

11.3.4 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) In term of early termination or early recall of the Loan, the Bank will notify to the Borrower about the termination and/or recall the Loan and the request for the Loan prepayment in accordance with the Bank's templates.

11.3.5 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.

### 11.4. 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 early repayment charge and interest change can be published at the Bank's official public website (<https://hsbc.com.vn/>) and/or at any Bank's branches, head office, any transaction 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.

### 11.5. Bank Statement

11.5.1 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.

11.5.2 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.

11.5.3 Bank Statement Cycle: Monthly

### 11.6. Warranties

11.6.1 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.

11.6.2 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.

11.6.3 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.

### 11.7. Set-off and Indemnity

11.7.1 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 all or any of the accounts, amount of money in any deposit account, saving account, or tai khoan ky quy 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).

11.7.2 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.

### 11.8. Events of Default

11.8.1 Events of Default

Each of the following event or situations is a Events of Default ("Events of Default"):

i) 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;

ii) 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;

iii) The borrower is dead or disability;

iv) Any litigation conducted in any territory against 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;

v) 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;

vi) 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;

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

11.8.2 Remedies

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

- i) 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;
- ii) Kick-off or perform any and all Bank rights in accordance with the Credit Agreement and relevant documents or contracts; and
- iii) Kick-off or perform any litigation or legal proceedings against the Borrower.

11.8.3 Penalties for breach and compensation will be exercised by the Parties in accordance with the prevailing laws and regulations.

**11.9. Borrower's insolvency**

The Borrower undertakes that in case that, before the Loan amount are fully repaid, the Borrower passes away or become disabled due to accident, limited or totally lost of legal acting capacity, or absent from residence for 6 consecutive months or longer, or not resident in Vietnam, the Borrower's right and responsibility under the Credit Agreement (include but not limited to the obligation to repay the Loan amount, including principal, interest and fees (if any)) will be inherited and continuously performed by the legitimate 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.

**11.10. 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 not affect its rights, powers and remedies hereunder or any further or other exercise of such rights, power or remedies.

**11.11. Governing Law and Dispute Resolution**

This Terms and Conditions will be interpreted, governed and construed by the laws of Vietnam. Any disputes arisen between the Bank and the Borrower out of or in connection with this Terms and Conditions shall be resolved by the competent courts of Vietnam.

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.

I confirm that my signature(s) below is/are also my specimen signature(s) that the Bank shall use to verify my instructions to the Bank.



Full name and signature of Applicant

Application date

**Note:**

- The Bank will NOT process the application if there is insufficient required information and document
- The Bank will NOT return the application in case of rejection.
- Customers DO NOT pay any fee to apply Personal Installment Loan at the Bank.
- The credit approval and disbursement are valid within 30 days from the approval date.

<b>In case Borrower changes the disbursement information different from information in the above Application, Bank staff check and get confirmation from customer.</b> <i>(* Not fill if unchange</i>	<b>Approved and Accepted. For and On Behalf of the Bank (OPS)</b>
<p>Loan amount is approved and requested to disburse (VND): _____</p> <p>In words: _____</p> <p>Loan tenor/Repayment cycle (months/cycles): _____ Interest rate (%p.a.): _____</p> <p>Disbursement date: _____</p> <p>Beneficiary information (if there is change):</p> <ul style="list-style-type: none"><li>- Beneficiary name: _____</li><li>- ID number or business licence number: _____</li><li>- Account number: _____</li><li>- Beneficiary bank: _____</li><li>- Branch: _____</li></ul> <p>Name &amp; Signature: _____</p> <p>Phone number: _____</p> <p>Time to confirm: _____</p> <p>Date to confirm: _____</p> <p>Extension: _____</p>	<p>Name &amp; Signature: _____</p> <p>Date: _____</p> <p>Position: _____</p>