

Terms and Conditions of Personal Interest Loan

This Term and Condition and the relevant Application (where approved by the Bank) are integral parts of General Terms and Conditions (Premier Master Account Terms and Conditions for Premier customers), Debit Card Terms And Conditions and Tariff and together forms a complete agreement and understanding of the Services provided by the Bank to Customer (together referred to as the “Terms and Conditions”).

The Bank will amend the Terms and Conditions as required by relevant laws and/or our internal procedures. In case the Borrower does not agree with these amendments, the Borrower has the right to terminate the relevant services as stipulated. The Borrower hereby understands and acknowledges that the Borrower continue to use the Bank's services after the notice of amendment being effective means that the Borrower agrees to be bound by such amendments. The announcement on the changes of these Terms and Conditions will be conducted by appropriate method as prescribed.

The Bank will evaluate the Application in accordance with the law and internal procedures to make an appropriate approval or rejection decision.

1. Disbursement

- 1.1. Loan amount will be available for one-time disbursement in full after the 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 disbursed from time to time.
- 1.3. The Disbursement 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.
- 1.4. In case the Loan amount, loan tenor and interest rate are different from the information in the Form, the Disbursement Date, loan amount, loan tenor and interest rate shall be confirmed by the Bank's representative with the Borrower via phone.
- 1.5. Method of loan: one-time loan - one time disbursement
- 1.6. Purpose: The Borrower undertakes to use the Loan amount for legal personal usage as shown on the Application. The Bank has the right to examine at any time the purpose of the Loan usage 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 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 of this Terms and Conditions.
- 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.

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 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
- 2.4 The Borrower agrees that the Bank set the payment priority with respect to the Borrower's periodic repayment as required by law. 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. In case the Borrower decides to continue using the Account after the Loan has been fully repaid, Personal banking Tariff will be applied.
- 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 required by law. 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.

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. Related Parties Definition:

Related person means an organization or individual that has a direct or indirect relationship with another organization or individual in one of the following cases:

- (i) Parent company with subsidiaries and vice versa; parent company with subsidiary of subsidiary and vice versa; credit institutions with subsidiaries of credit institutions and vice versa; credit institutions with subsidiaries of subsidiaries of credit institutions and vice versa; subsidiaries of the same parent company or of the same credit institution together; subsidiaries of subsidiaries of the same parent company or of the same credit institution together; managers, controllers, members of the Board of Controllers of the parent company or of a credit institution, an individual or organization competent to appoint these persons with subsidiaries and vice versa;
- (ii) The company or credit institution with managers, controllers, members of the board of controllers of that company or credit institution or with the company or organization competent to appoint such persons and vice versa;
- (iii) The company or credit institution with an organization or individual owning five (5%) or more of the charter capital or voting share capital in that company or credit institution and vice versa;
- (iv) Individuals with spouses; natural parents, adoptive parents, stepfathers, stepmothers, parents-in-law (mother's side), parents-in-law (father's side); biological children, adopted children, stepchildren of spouses, daughters-in-law, sons-in-law; brothers, sisters, half-siblings, half-brothers, half-sisters, brothers-in-law, brothers-in-law of half-parents, sisters-in-law, sister-in-law of half-parents, sister-in-law of the same parent or half-father or half-mother-in-law (hereinafter referred to as spouse, father, mother, child, brother, sister, brother); paternal grandparents, maternal grandparents; great-grandchildren; maternal uncles, maternal aunts, paternal uncles, paternal uncles and nephews;
- (v) The company or credit institution with an individual having the relationship specified at Point d of this Clause with managers, controllers, members of the board of controllers, capital-contributing members or shareholders owning five (5%) or more of the charter capital or voting share capital of that company or credit institution and vice versa;
- (vi) The authorized individual represents the capital contribution to the organization or individual specified at Points (i), (ii), (iii), (iv) and (v) of this Clause with the authorized organization or individual; individuals authorized to represent the capital contribution of the same organization together;
- (vii) Other legal entities and individuals having potentially risky relationships for the operation of credit institutions or foreign bank branches determined according to internal regulations of credit institutions or foreign bank branches or at the written request of the State Bank through inspection and supervisory activities;

5. 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 the Application.

6. Bank Statement

- 6.1 The Borrower hereby confirms that if he/she has not received any bank statement at any time, the Borrower will be request the Bank to send the bank statement.
- 6.2 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 and the loan due date 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.
- 6.3 Bank Statement Cycle: Monthly

7. Warranties

- 7.1. 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 discretion as required by the provisions of law and internal procedures of the Bank), 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.
- 7.2. 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 the Application.
- 7.3. 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.

8. Set-off and Indemnity

- 8.1. 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).
- 8.2. 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.

9. Events of Default

9.1. 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.

9.2. Remedies

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

- (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 (in the circumstance that the Borrower fail to or refuse to repay the Loan, Interest rate of overdue Principal as described in Article 3.3 of this Terms and Conditions will be applied); and/or
- (ii) Kick-off or perform any and all Bank rights in accordance with the Credit Agreement and relevant documents or contracts; and/or
- (iii) Kick-off or perform any litigation or legal proceedings against the Borrower.

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

10. 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. 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.

12. Governing Law and Dispute Resolution

This Term and Condition and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Vietnam and the parties agree to submit to the exclusive jurisdiction of the Vietnamese courts.

13. Trace request/ Complaint

If the Bank does not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. The Bank will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate the

Bank will also take steps to prevent a recurrence. You can contact us at one of the following channels if you want to raise feedback, trace request or complaint:

Your HSBC first points of complaint directly at HSBC are:

Contact our Contact Centre via email at direct@hsbc.com.vn or call one of the following numbers:

HSBC Premier customer: (84 28) 37 247 666. (Operating 24/7)

HSBC Visa Platinum/ TravelOne Credit Cardholder: (84 28) 37 247 248. (Operating 24/7)

HSBC Personal Banking customer: (84 28) 37 247 247 (the South) or (84 24) 62 707 707 (the North). (Operating 24/7 for lost or stolen card or token, dispute transactions or card related complaints and daily from 8AM to 10PM for other matters. Personal Banking customers in the Central may call our Contact Center on either the number of the South or the North)

Visit the nearest Branches/ Transaction Offices: our Branch/ Transaction Office Managers, Relationship Managers, Customer Service Managers, or Branch staff are available to assist; or

Send us a message via 'Secure Message' or 'Online Chat' from your Online Banking; or Submit the Online form in 'Contact Us' page in HSBC public website at www.hsbc.com.vn; or

Write and send mail by post at following address:

HSBC Bank (Vietnam) Ltd.

P.O. Box No. 087, Central Post Office

Ho Chi Minh City, Vietnam

If you consider that our response does not fully address your issues, you can also ask for your case to be reviewed by management at a higher level within the Bank. Please write to:

Customer Relations

HSBC Bank (Vietnam) Ltd.

The Metropolitan, 235 Dong Khoi, District 1

Ho Chi Minh City, Vietnam

If, despite our efforts you're not entirely satisfied with our suggested resolution, you have the right to refer the matter to the competent authorities for an independent review. Whilst the Bank hopes that the competent authority route is not necessary, we believe an independent assessment may best address the concerns you have. We'll extend our full assistance to the authority when required.