



General Terms and Conditions of Loan Agreement (for KBank Secured Business Loan)

This Loan Agreement (for KBank Secured Business Loan) (“hereinafter referred to as the “**Agreement**”) is made on _____ / _____ / _____ (“**Effective Date**”),

BETWEEN / AMONG

(1) Mr. / Ms. / Mrs. _____, _____ citizen with ID No. /
Passport No. _____ issued by _____
on _____ / _____ / _____, having registered address at

(2) Mr. / Ms. / Mrs. _____, _____ citizen with ID No. /
Passport No. _____ issued by _____
on _____ / _____ / _____, having registered address at

(hereinafter [collectively] referred to as the “**Borrower**”).

AND

KASIKORNBANK PUBLIC COMPANY LIMITED – Ho Chi Minh City Branch, having a registered office at Sun Wah Tower, 115 Nguyen Hue Street, Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam with Enterprise Registration Certificate No. 0316720237 dated 24 February 2021 issued by Department of Planning and Investment of Ho Chi Minh City as the other party (hereinafter referred to as the “**Bank**”).

The Borrower and the Bank agree to enter into this Agreement in evidence of the acceptance of the loan facility under the terms and conditions as follows:

1. **LOAN FACILITY**

1.1 Loan Amount

The Borrower agrees to borrow from the Bank and the Bank agrees to lend to the Borrower, subject to the terms and conditions of this Agreement, the loan facility (“**Loan Facility**” / “**Loan**”) to be made available under this Agreement shall be, in the form of term loan (one-shot loan).

1.2 Loan Purpose

The Borrower shall apply the proceeds of the Loan Facility exclusively for the business purposes _____

1.3 Currency

The Borrower shall be entitled to make drawdown of the Loan Facility only in Vietnamese Dong. The Loan Facility shall, at all times, be maintained in Vietnamese Dong.

1.4 Tenor of Loan and Maturity Date



The Loan Facility shall have a maximum tenor of _____ (***) months, starting from the day of the Utilization Date of the Loan Facility to the Maturity Date.

2. UTILIZATION

The Loan Facility shall be made available for the Borrower to make drawdown only during the Availability Period. For the purpose of clarity, the “**Availability Period**” stipulated herein shall mean the period commencing on the Effective Date and ending on the date as per the approval letter of the Loan Facility (“**Loan Approval Letter**”).

3. RELEASE OF THE LOAN

- 3.1 The Bank may make the disbursement of the Loan to the Borrower by direct transferring to the Loan Account upon the completion and satisfaction of the conditions precedent stipulated hereinabove and the Borrower has duly submitted to the Bank a duly executed Notice of Utilization and Debt Assumption.

4. BANK’S DISCRETION

Notwithstanding anything contained in this Agreement, the Borrower acknowledges and agrees that at any time upon the Borrower’s request to utilize the Loan Facility, the Bank shall not be obligated to allow the Borrower to make such Utilization if the Bank deems inappropriate, subject to the Bank’s sole discretion or in accordance with this Agreement or the applicable laws and regulations. The Bank reserves the rights to review or cease, whether in whole or in part, or terminate the Loan Facility granted by the Bank whenever the Bank deems appropriate or in accordance with this Agreement or the applicable laws and regulations. The Borrower also agrees that such actions of the Bank do not cause any loss and/or damage to the Borrower and the Borrower will not claim, complain and/or challenge such actions of the Bank in whatever manner. The Borrower is only able to utilize the Loan Facility pursuant to the terms, conditions, period of time and methods as stipulated by the Bank for each Utilization.

5. INTEREST AND FEES

- 5.1 In-term loan interest rate (“**Loan Interest Rate**”): [As per bank’s approval]
- 5.2 Adjustment of the Loan Interest Rate: [As per bank’s approval]
- 5.3 Interest rate applicable to default payment:
- (i) When the Utilization or the Loan is transferred to overdue debt, the Borrower must pay interest on the overdue principal balance at the rate equal to **150% (one hundred and fifty percent)** of the Loan Interest Rate at the time of the overdue debt transfer starting from the default payment date to and inclusive of the actual full payment date.
 - (ii) When the Borrower fails to pay in full and timely any due interest under this Agreement (including the case when the Borrower is accepted by the Bank for restructuring of debt payment schedule), the Borrower must pay the default interest at the rate of up to **10%/year (ten percent per year)** or at another highest interest rate stipulated or permitted by law at the time of application, on the default interest balance, starting from the default payment date to and inclusive of the actual full payment date.
- 5.4 The prepayment fee for prepayment of the entire or part of the Loan balance shall be as follows: [As per bank’s approval]
- 5.5 Interest shall be calculated on the actual debt balance at the end of the day of each Utilization or the Loan (as applicable) for the period starting from the Utilization Date to (but exclusive of) the date of actual payment by the Borrower of all obligations under the Facility Documents to the Bank.



5.6 Interest shall accrue with the number of the actual debt balance maintaining days and shall be calculated on the basis of three hundred and sixty-five (365) days a year. Interest shall be calculated by the following formula:

Interest = (actual debt balance x the number of actual debt balance maintaining days x the applicable interest rate)/365

Of which:

- (i) The actual debt balance: means the day-end balance of the in-term principal balance, the default principal balance or the actual interest default balance payable by the Borrower to the Bank;
- (ii) The number of actual debt balance maintaining days: means the number of the days in which the actual day-end debt balance remains unchanged; and
- (iii) Interest rate: means the rate stipulated in Clauses 5.1 or 5.3 (as applicable) of this Agreement.

the Loan interest rate shall be the interest rate quoted by the Bank applicable at the time of the actual Loan utilization.

6. PRINCIPAL REPAYMENT

Unless otherwise agreed by the Bank, the Borrower shall repay the principal amount of the Loan drawdown from the Bank under this Agreement to the Bank on an installment basis as stipulated in the Loan Approval Letter. Provided always that, the Bank shall reserve rights to adjust the Monthly Repayment Amount as the Bank deems appropriate in accordance with this Agreement and the applicable laws and regulations.

The Borrower is obligated to make full repayment of the principal amount of the Loan together with accrued interest thereon and any and all other indebtedness under this Agreement on the Maturity Date.

7. REPAYMENT, PREPAYMENT AND OVERDUE PAYMENT

7.1 The Loan shall be repaid in the currency of the Utilization or the Loan which is Vietnamese Dong.

7.2 Repayment:

- (i) The Monthly Repayment Amount and other Payment Obligations payable by the Borrower (if any) shall be due on the Monthly Repayment Date and paid in full and timely by the Borrower to the Bank until the Borrower's complete discharge of all its Payment Obligations toward the Bank.
- (ii) The Payment Obligations of each Borrower (in case of co-borrowing) are joint and several. On each Monthly Repayment Date, the Bank shall automatically deduct money from the Repayment Account to set-off against the due payment amount.
- (iii) With respect to the due Monthly Repayment Amount, the Bank shall collect debts in the order of principal first, interest later.
- (iv) With respect to the overdue Monthly Repayment Amount when the Borrower are incapable of paying the entire Monthly Repayment Amount, the Bank shall collect debts in the following order: (i) overdue principal, (ii) interest on the overdue principal (both in-term and default interest), (iii) principal (on due), (iv) unpaid interest on the due principal, (v) default interest on overdue interest, or in another order as stipulated by law at the collection time. Fees (including that for debt collecting for payment to a third party or for payment of insurance premium) and penalties (if any) shall be collected last by the Bank after the above principals and interests are fully collected. When



any proceeds the Bank receives from the enforcement of the Secured Asset are insufficient to pay all Monthly Repayment Amount, the payment priority order of the Monthly Repayment Amount shall be the same as that stipulated in the Security Agreement.

7.3 Prepayment:

- (i) Should the Borrower wish to prepay the entire or part of the Loan balance before due date, the Borrower shall notify the Bank thereof at least five (5) Business Days before the proposed prepayment date.
- (ii) The Bank shall consider the Borrower's proposal and may accept for the Borrower to prepay the entire or part of the Loan balance in the terms and conditions set out by the Bank.
- (iii) If the Bank allows the Borrower to prepay the entire or part of the Loan balance, the Borrower shall pay to the Bank the proposed prepayment amount together with the prepayment fee as stipulated in Clause 5.4 of this Agreement.
- (iv) When prepayment is accepted as provided in the foregoing Paragraph (iii), the Bank shall decide to collect it in the payment priority order applicable to the Borrower's Payment Obligations and notify the same to the Borrower for acceptance.

7.4 Overdue payment:

Any overdue Payment Obligations shall incur interest at the rate stipulated in Clause 5.3 of this Agreement.

8. RE-STRUCTURING DEBT PAYMENT SCHEDULE, TRANSFER TO OVERDUE DEBT

- 8.1 When the Borrower wishes to request re-structuring of the debt payment schedule for any amount of the principal and/or interest balance that will be due on any Monthly Repayment Date, the Borrower shall send a written request to the Bank not later than thirty (30) Business Days before such Monthly Repayment Date, stating therein the reason for requesting restructuring of the debt payment schedule and the capacity, time and source for debt payment accompanied with supporting evidence. The Bank shall consider the request and may either reject or accept for such restructuring of debt payment schedule. If the Bank accepts for restructuring of debt payment schedule, its acceptance shall be given in writing.
- 8.2 Should the Borrower fail to pay timely any due principal balance on each Monthly Repayment Date as stipulated under this Agreement and the Bank rejects restructuring of debt payment schedule, the Bank shall transfer such due principal balance to overdue debt in accordance with the applicable laws and regulations and shall notify the Borrower of the same.

9. SECURED ASSET

As security for payment of debts and/or other obligations of the Borrower under this Agreement, unless otherwise agreed by the Bank, the Borrower's Payment Obligations shall be secured by the secured asset(s) ("**Secured Asset**") under the relevant Security Agreement(s) created or to be created after the Effective Date of this Agreement. The Secured Asset shall include the security interest as agreed by the Bank and any of its amendment, supplement or replacement from time to time.

10. INSURANCE

- 10.1 The Borrower agrees that, at the Bank's discretion, the Bank may take out or require the Borrower to take out insurance for the loss of or damage to any Secured Asset.



11. PENALTY AND COMPENSATION FOR A BREACH AND DEDUCTION

11.1 Penalty and compensation for a breach:

- (i) The Borrower agrees that should the Borrower fail to comply with any of its obligations, representations, warranties or undertakings, it shall be subject to a penalty at ___% (___ percent) of the value of the breached obligation. For the avoidance of doubt, the penalty provided in this Clause shall not apply in the case when the Borrower fails to pay in time the principal and/or interest resulting in its obligation to pay default principal interest and the interest default interest prescribed in Clause 5.
- (ii) When the breach is the Borrower's fault, the Borrower agrees and undertakes to compensate the Bank and/or its Authorized Party against all liabilities (including those to third parties), losses, damages, claims for or in relation to payments, costs, charges, expenses, and litigations and proceedings (including legal costs and fees) whether of civil, commercial, administrative or criminal nature, initiated by any party that involves the Bank and/or its Authorized Party in connection with the Facility Documents.

The Borrower's liabilities under this Clause 11.1 shall survive the termination of this Agreement.

11.2 Deduction:

In order to immediately repay the Loan, interest, default interest, service charges, fees, expenses and/or any other payable amounts and/or to compensate the Bank from loss or damage arising payable by the Borrower to the Bank under this Agreement, the Borrower hereby expressly agrees and authorizes the Bank, without having to send a prior notice to the Borrower, to debit any amount from the Borrower's current account and/or any other types of accounts maintaining with the Bank and/or any money and/or all amount shall be received by the Borrower and/or the Borrower has the right to receive but in the possession of the Bank and/or under the authorization for instruction of the Bank, whether the Bank has obtained such amount and/or such possession and/or such authorization for instruction in whatsoever lawful method. After deduction, the Bank may send the Borrower a notice to notify the Borrower of the same.

In case the account(s) of the Borrower mentioned in the preceding paragraph is in foreign currency, the Borrower agrees that the Bank, at its sole discretion, may immediately convert such amount in the account into Vietnamese Dong by using the T/T buying rate announced by the Bank in the first round on the date of conversion in the Bank's normal course of business, with or without any further notice to the Borrower. In such case, the Borrower acknowledges and accepts that the Borrower shall be obliged to reimburse the converted amount into Vietnamese Dong and that the conversion of currency into Vietnamese Dong itself does not result in a novation of debt.

12. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Bank that:

- 12.1 The Borrower has full civil act capacity to enter into and to fully perform the Facility Documents and any and all other relevant documents and papers.
- 12.2 All information and documents provided to the Bank in connection with the Facility Documents (and the transactions contemplated in the Facility Documents) are true, accurate and up-to-date at the time of their provision.
- 12.3 The execution and performance of this Agreement does not violate (i) any applicable laws, regulations, or Vietnamese judicial or governmental orders; or (ii) any contract, undertaking or other arrangement to which the Borrower is a party or which purports to be binding upon it or any of its assets.
- 12.4 The Borrower has sufficient finance and/or assets to perform its obligations and liabilities under this Agreement.
- 12.5 The Borrower has understood and received from the Bank all necessary information and clarifications on the interest rate; the principles, factors and time for determining the interest rates, the default principal interest rate, the interest on default interest together with the interest calculating method; the types and rates of the fees applicable to the Loan; the information on standard-form contracts and relevant general



conditions for transactions; and other relevant information related to this Agreement and the Facility Documents.

- 12.6 The Borrower has complied with all laws and regulations of Vietnam on taxation and have paid all due and payable taxes.

13. UNDERTAKINGS

- 13.1 The Borrower hereby undertakes with the Bank that, until its full and timely discharge of all Payment Obligations, the Borrower shall:

- 13.1.1 comply with all terms and conditions of this Agreement and the Facility Documents;
- 13.1.2 use the Loan for the purpose as stated in this Agreement and not for any other purposes;
- 13.1.3 promptly notify the Bank of any events or circumstances which may cause delay to or adversely affect the Borrower's use and repayment of the entire or part of the Loan;
- 13.1.4 cooperate in full with the Bank in the notarization of the Security Agreement at a notary office when it is so required by the applicable laws or the Bank, and register the security created under the Security Agreement with a registration authority;
- 13.1.5 notify the Bank of any changes in its registered address, telephone number, details of business operations or occupation and other relevant information at least three (3) Business Days before the day such changes take place;
- 13.1.6 notify the Bank of any event affecting the Borrower's capacity to repay the Loan or any other Payment Obligations within ten (10) Business Days after the occurrence of such event;
- 13.1.7 at any time upon request by the Bank, submit to the Bank original or copy of documents for verification of the utilization of the Loan or for any other purposes;
- 13.1.8 when a condition precedent under this Agreement is accepted by the Bank as a condition subsequent, the Borrower shall satisfy such condition in accordance with the terms and conditions set out by the Bank;
- 13.1.9 implement and perform all agreements, documents, statements and other undertakings as requested by the Bank at any time in accordance with the terms of this Agreement;
- 13.1.10 conduct its business in compliance with the applicable laws and regulations, and has instituted and maintained policies and procedures designed to ensure compliance with the applicable laws and regulations;
- 13.1.11 undertake to inform the Bank as soon as the Borrower is aware of the decease of the mortgagor and/or the Security Provider;
- 13.1.12 always permit the Bank including its representative(s), which include but not limited to, professional advisers, contractors, the selected appraisal company, to access to the Borrower's assets, books, accounts, and business premises for the purpose of this Agreement;
- 13.1.13 procure that no substantial or adverse change is made to the Business of the Borrower;
- 13.1.14 procure and maintain the insurance(s) for the loss of, or damage to, any Secured Asset as required by the Bank



14. EVENTS OF DEFAULT AND CONSEQUENCES

14.1 Events of Default

Any of the event of default (“**Event of Default**”)

The Borrower shall notify the Bank promptly in writing of any actual or contingent occurrence of the Event of Default the Borrower is aware of.

14.2 Consequence of Event of Default

In the occurrence of any Event of Default, the Bank, at its own discretion and by a written notice to the Borrower, shall have the right to terminate the Loan Facility and/or other actions as the bank deems appropriate. The notice(s) issued by the Bank to the Borrower shall be in the form and substance as required by the applicable laws and regulations and the Bank’s standard forms.

15. DISCLOSURE OF INFORMATION

By executing the Agreement, the Borrower agrees and consents to the Bank for processing the Borrower’s data, including personal data (both basic personal data and sensitive personal data) and non-personal data such as financial information, provided to and/or collected by the Bank (as the case may be) for the purpose of entering this Agreement and for providing necessary service/action under this Agreement to the extent permitted by the applicable laws, for the purposes of (i) providing necessary services, (ii) fulfilling the request of the Borrower before providing the services, (iii) assigning third parties to support the services, including but not limited to information technology, communications, debt collection, (iv) assignment of rights and/or obligations, (v) complaint management, (vi) risk management (vii) business operations of the Bank and/or (viii) complying with applicable laws and regulations. In addition, the Borrower further agrees and consents to the Bank’s disclosure and transfer of the Borrower’s data mentioned above locally and/or abroad to (i) KASIKORNBANK PUBLIC COMPANY LIMITED and affiliates/subsidiaries of KASIKORNBANK PUBLIC COMPANY LIMITED, (ii) outsourcing service providers, (iii) the Bank’s agents, (iv) business partners, (v) sub-contractors, (vi) co-branding alliances, (vii) prospective rights/obligations assignees, (viii) rights/obligations assignees, and (ix) cloud computing service providers. The Borrower further agrees and consents to the Bank disclosing his/her personal data and/or information and also agrees and consents to the aforementioned third parties processing his/her personal data and/or information for the same purposes. The Borrower has the rights and obligations under the law and the Bank’s privacy policy regarding the Borrower’s personal information collected and/or processed by the Bank, including but not limited to the right to be informed, right to give consent, right to access, right to withdraw consent (to the extent not affecting contractual obligations under loan agreement), right to delete, right to restrict processing, right to obtain personal data, right to object to processing, right to complain, right to claim damage, and right to self-protection. Additionally, the Borrower acknowledges that it has read and agrees to the Bank’s privacy policy which is available at:

<https://www.kasikornbank.com.vn/VN/about/Pages/Privacy-Policy.aspx>

For the purpose of this clause, “processing” means one or multiple activities that impact on personal data, including collection, recording, analysis, confirmation, storage, rectification, disclosure, combination, access, tracing, retrieval, encryption, decryption, copying, sharing, transmission, provision, transfer, deletion, destruction or any other relevant activities.

The Borrower, by entering this Agreement, hereby acknowledges and agrees that the Borrower voluntarily consents to the processing of his/her personal data pursuant to, and for the specific purposes specified in this clause being fully informed and aware of (i) the data to be processed, (ii) the purposes of such processing, (iii) the persons authorised to process such data, (iv) processing methods, (v) potential unexpected consequences and/or damages, (vi) the start time and the end time of personal data processing and (vii) the Borrower’s rights and obligations under applicable laws in relation to his/her/their own personal data. The Borrower hereby confirms that the Borrower has been informed of that some or all of the personal data to be processed are sensitive personal data under applicable laws.



To amend detailed data and/or information, the Borrower must notify the Bank in advance following the procedures provided by the Bank.

In case the Borrower gives the Bank information of other persons for any activities related to the aforementioned purposes, the Borrower hereby certifies that the Borrower has obtained the consent from such other person or has relied on other legal basis in giving information of such other person to the Bank and that the Borrower has informed such other person the details of collection, use and/or disclosure of information in accordance with the Privacy Policy mentioned above.

16. ASSIGNMENT AND APPOINTMENT OF THE AUTHORIZED PARTY

- 16.1 The Borrower agrees that the Bank may assign or transfer all or part of its rights and obligations under this Agreement to any third party, including any of its affiliates (each is referred to as the “**Assignee**”). The Borrower confirms that once such assignment or transfer takes effect, the assigned or transferred rights and obligations of the Bank shall become those of the Assignee. The Borrower further agrees that it shall sign and hand over any other agreement or document (if any) and cooperate with the Bank and any Assignee in the filing of application, notarization, registration or amendment of any documents related to the above assignment/transfer, or any other agreement or document that the Bank or the Assignee has notified to the Borrower as necessary or desirable for the above assignment or transfer.
- 16.2 The Bank may appoint one or several Authorized Party to exercise all the powers and rights granted to the Bank under this Agreement on behalf of and for the benefit of the Bank to recover any debt amount still owed by the Borrower to the Bank, and/or to enforce the Secured Asset, and/or for other lawful purposes. For the purpose of this Clause, when necessary, the Bank may notify the Borrower of its appointment of the Authorized Party.

17. NOTICE

- 17.1 All letters, communications, correspondences and notices of the Bank (“**Notice**”) which are sent to the address of the Borrower as specified above, whether sent by hand, or registered or non-registered mail or sent to the email address as given to the Bank by the Borrower, short message service (SMS), and/or K PLUS BIZ application or called to legal or authorized representative of the Borrower, or any channel as the Bank see fits, shall be deemed to have been duly delivered to the Borrower. The Borrower shall immediately notify the Bank in writing any change of its address or e-mail address and send to the address of the Bank as specified below.

KASIKORNBANK PUBLIC COMPANY LIMITED - Ho Chi Minh City Branch

Address to send notice: KASIKORNBANK PUBLIC COMPANY LIMITED - Ho Chi Minh City Branch

Sun Wah Tower, No. 115 Nguyen Hue, Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam

Attention division: Branch credit operation

Email: KBankLoanSupport_Vietnam@kasikornbank.com

- 17.2 Any Notice, including any documents of the Borrower in connection with or required under this Agreement shall be sent to the Bank’s address as specified above, or via electronic means acceptable to the Bank, including emails, to the designated address notified by the Bank to the Borrower from time to time. Any communication or document made or delivered by the Borrower to the Bank under or in connection with this Agreement will only be effective:
- (i) if by way of letter, when it has been delivered to the relevant address of the Bank; or
 - (ii) if by way of electronic means such as emails or faxes, when actually received in readable form which will be followed by a hard copy of the Notice and/or document to be delivered to the relevant address of the Bank within ____ () Business Days.



18 GOVERNING LAW AND JURISDICTION; ORIGINALS AND LANGUAGES

- 18.1 This Agreement is governed by the laws of Vietnam.
- 18.2 If any provision of this Agreement at any time is or becomes illegal, invalid or unenforceable as stipulated by applicable laws, the legality, validity and enforceability of the remaining provisions shall not be thereby affected or impaired.
- 18.3 The parties agree that any dispute arising from or in connection with this Agreement shall be referred to a competent court of Vietnam for settlement.
- 18.4 This Agreement is made into two (2) copies in Vietnamese. Each Party shall keep one (1) copy for implementation. When necessary, the Bank may provide copies in English for the parties' signing. In such circumstance, the Vietnamese version shall be legally valid, and the English version shall be for reference only.

19 NO WAIVER

No delay or failure on the part of the Bank in exercising any right, power or privilege under this Agreement or according to the applicable laws and regulations, and no course of dealing between the Borrower and the Bank shall operate as a waiver by the Bank. Any single or partial exercise by the Bank of any right or remedy under this Agreement shall not preclude any other or further exercise of such right or remedy by the Bank or the exercise of any other right or remedy of the Bank. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

20 MISCELLANEOUS

All amendments and supplementations to this Agreement shall be made in writing, and signed and sealed (when applicable) by the Parties.

21 DEFINITIONS

In addition to other terms already defined in this Agreement, the following terms shall have the meaning as follows:

Assignor: means the party (individual or corporate) buying (i) a real property having an Ownership Certificate then transfers such property to the Borrower through a Sale and Purchase Agreement; or (ii) a Future Asset from the Developer under a Sale and Purchase Agreement then transfers the rights and obligations under such Sale and Purchase Agreement to the Borrower through an Assignment Document.

Assignment Document: in relation to a Future Asset, means the documents for the assignment of all the rights and obligations under a Sale and Purchase Agreement from the Assignor to the Borrower which has been notarized as required by law and acknowledged and accepted by the Developer.

Authorized Party: means one (or several) individual(s) or organization(s) authorized by the Bank for the purposes stated in Clause 16.2 or elsewhere in this Agreement.

Business: means the commercial activities for which the Borrower has requested the Loan, as specified in the relevant Facility Documents.

Business Day: means a day (other than a Saturday, Sunday or public holiday) on which the Bank is open for general business in Ho Chi Minh City, Vietnam.

Cooperation Agreement: means the agreement entered into among the Bank, the Borrower and the Assignor in which the Bank grants a Loan to the Borrower for the purchase of an apartment or another real property which already has Ownership Certificate under a Sale and Purchase Agreement.

Developer: means the developer/investor of investment project(s) for construction of apartment(s) and/or house(s) as defined in the relevant Sale and Purchase Agreement.



Facility Application Form: means a Facility Application Form for KBank Secured Business Loan submitted by the Borrower to the Bank.

Facility Documents: means this Agreement, the Security Agreement(s), the Facility Application Form, the Cooperation Agreement, the Loan Approval Letter, the Notice of Utilization and Debt Assumption, the Notice of Disbursement, the Valuation Request Form, the Collateral Provider Form, and any of their amendments, supplements or replacements (if any) as well as any other agreements and/or documents required for the purpose of granting of the Loan under the Loan Agreement.

Funding Cost: means the annual percentage cost (percent per year) that the Bank must pay from the time to time to raise funds in the market. Funding Cost is calculated by average of 12-month term deposit (individual) of stated-owned banks (as determined by the Bank from time to time) and supposed to be updated periodically on the first Business Day of a month.

Future Asset: means an apartment, house or shop house which is under construction or already constructed but not yet been issued an Ownership Certificate, or as otherwise defined by the laws of Vietnam from time to time.

Material Adverse Change: means any event, act, condition, document or change that may adversely and materially affect:

- (i) the Borrower's business, conditions (financial or otherwise), operations, capacity to perform financial obligations or business prospect;
- (ii) the Borrower's solvency or capacity to perform the obligations under this Agreement or other Facility Documents to which the Borrower is a party; or
- (iii) the validity and enforceability of any Facility Documents.

Monthly Repayment Amount means the amount provisionally calculated as the principal and interest payable monthly by the Borrower to the Bank via the Repayment Account on the Monthly Repayment Date. The Monthly Repayment Amount shall be notified by the Bank to the Borrower within seven (7) Business Days after the Utilization Date.

Monthly Repayment Date: means, unless otherwise agreed by the parties, the date be determined as follows: the 25th day of each month as agreed by the Bank and the Borrower and stated in the relevant Notice of Utilization and Debt Assumption. In the event the Monthly Repayment Date in a given month is not a Business Day, the Monthly Repayment Date in that month shall be the first Business Day immediately after such date.

Ownership Certificate: means the "Certificate of Land Use Rights", "Certificate of Land Use Rights and Assets Attached to Land", "Certificate of Land Use Rights, Ownership of Residential House and Other Assets Attached to Land" or a similar document with the same functions in which the relevant state agency certifies, among other things, the lawful land use rights, ownership of the house and/or other land-attached assets (if any) of the land user cum owner of the house and/or other assets attached to the land under Vietnamese laws.

Notice of Utilization and Debt Assumption: means the notice of utilization and assumption of debt made in the form stipulated by the Bank, and duly signed and submitted by the Borrower to the Bank for the purpose of, *inter alia*, the Borrower's withdrawal of the Utilization or the Loan.

Payment Obligations: means all due or to be due principal, interest, default principal interest, interest on default interest, fees, expenses, charges, penalty, compensation for loss and damage or any other amounts in any currency that the Borrower must pay to the Bank under the Facility Documents or as stipulated by applicable law.

Repayment Account: means the Borrower's account(s) opened and maintained with the Bank for the purpose of repayment and/or payment of the Borrower's payment obligations under this Agreement.

Secured Asset: means the asset(s) used as security to secure the performance of the Payment Obligations under a Security Agreement.

Security Agreement: means a security agreement in relation to the security created in favour of the Bank under this Agreement.



Security Provider: means the owner(s) (or to be owner) of the Secured Asset who grants the mortgage over the Secured Asset to the Bank under the relevant Security Agreement.

Sale and Purchase Agreement: means (a) in relation to a real property having an Ownership Certificate, the sale and purchase agreement between the seller/Assignor and the Borrower which has been notarized as required by applicable law; or (b) in relation to a Future Asset, means: (i) the sale and purchase agreement between the Developer and the Borrower; or (ii) the sale and purchase agreement between the Developer and the Assignor which is later assigned by the Assignor to the Borrower under an Assignment Document.

Transaction Costs: means the costs which the Borrower must pay to third parties via the Bank for the purposes of this Agreement and other Facility Documents, including but not limited to: (i) the fee or commission for assessment and evaluation of the Secured Asset; (ii) the fees for public notarization and registration of secured transaction; and (ii) the legal fees (if any).

Utilization: means an amount of the Loan requested by the Borrower and disbursed by the Bank in accordance with the terms and conditions in this Agreement.

Utilization Date: means the utilization date stated in the Notice of Utilization and Debt Assumption.

IN WITNESS WHEREOF, the Borrower, having thoroughly read and understood the contents of this Agreement, has therefore signed in the presence of the witnesses. This Agreement shall be effective from the Effective Date.

For and on behalf of
KASIKORNBANK PUBLIC COMPANY LIMITED – Ho Chi Minh City Branch

Signed _____ on behalf of the Bank
(Mr. Chatchawan Ngamjarasvanij)

Signed _____ Borrower
(***)

Signed _____ Borrower
(***)

Acknowledgement and Consent

I, Mr. / Mrs. _____, holding ID number _____, as the spouse of the Borrower, hereby acknowledge, agree and consent that I am mutually and jointly liable with respect to debts, obligations and liabilities of the Borrower incurred from the Agreement and undertake to repay such debts and/or perform such obligations and liabilities in accordance with the terms and conditions of the Agreement. Notwithstanding any provision of the Agreement, the Bank has the right to require either the Borrower or me to perform all obligations or require both of us to jointly perform the obligations and liabilities incurred from the Agreement. In the event that the Borrower fails or is unable to make repayment and/or any payment obligation under the Agreement to the Bank due to any reason whatsoever, I undertake to be fully liable for the

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Signed _____
(***)

Signed _____
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Signed _____ Witness
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Signed _____ Witness
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