



## General Terms and Conditions of Loan Agreement

### 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.

#### 1.2 Loan Purpose

The Borrower shall apply the proceeds of the Loan Facility exclusively for:

- ☐ Purchasing residential house.
- ☐ Construction and/or renovation and/or repair and/or decoration of the house.

#### 1.3 Currency

The Borrower shall be entitled to make drawdown of the Loan Facility only in Vietnamese Dong. The Loan shall, at any time, 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 First Utilization Date of the Loan Facility to the Maturity Date. For the purpose of clarity, the "**Maturity Date**" stipulated herein shall not longer than \_\_\_\_\_ months from the day of the First Utilization Date under this Agreement. The Borrower agrees that, unless otherwise agreed by the Bank, any and all indebtedness incurred under this Agreement shall be fully repaid to the Bank by no later than the Maturity Date.

### 2. UTILIZATION

#### 2.1 Availability Period

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

#### 2.2 Method of Utilization

Unless otherwise agreed by the Bank, subject to conditions precedent stipulated under Clause 2.3 below and at the sole discretion of the Bank, the Loan utilization shall be as follows:

- ☐ For one-time utilization: the utilization shall be applicable for the Loan's purposes in which the Borrower requests one-time utilization by submitting the Notice of Utilization and Debt Assumption by the Borrower for the Bank's consideration and approval. The Borrower agrees that, for one-time utilization, in case that the Borrower, for any reason, fails to withdraw the entire approved Loan Amount on the utilization date, the facility which is not utilized shall be considered as being immediately cancelled. The Borrower shall not be allowed to make any other utilization thereafter.



- ☐ For several utilizations: applicable to the installment payment Loan or the Loan's purposes in which the Borrower needs to make multiple withdrawals at the Bank's approval. The Loan utilizations shall be made by the Notice of Utilization and Debt Assumption of the Borrower and/or the document on the payment progress.

In any cases, the Bank may decide, at its own discretion, to approve the utilization and disburse the Loan on the proposed utilization date If the Notice of Utilization and Debt Assumption is given in line with the terms and conditions stated in the Sale and Purchase Agreement and the Cooperation Agreement (if any), this Agreement and the Bank's internal regulations.

### 2.3 Conditions Precedent

- 2.3.1 The Borrower shall not deliver the Notice of Utilization and Debt Assumption unless the Bank has received all information and/or documents as listed in the Pre-Utilization Conditions under the Loan Approval Letter and any amendment and/or supplementation thereto. For the purpose of clarity, the "**Pre-Utilization Conditions**" shall be referred to the Pre-Utilization Conditions set forth and stipulated in the Loan Approval Letter.
- 2.3.2 If the Borrower fails to satisfy any of the Pre-Utilization Conditions and send the Notice of Utilization and Debt Assumption within the Availability Period, this Agreement shall be automatically terminated, unless otherwise agreed by the Bank. The Borrower shall bear all the costs and expenses for such termination, with the condition that the Borrower shall not be reimbursed of the incurred Transaction Costs (if any).
- 2.3.3 Both the first drawdown and the subsequent drawdowns (if any) to be made under this Agreement are subject to the completion of the conditions precedent stipulated herein and the satisfactory to the Bank.

### 2.4 Conditions Subsequent

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## 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 satisfactory of the conditions precedent stipulated herein this Agreement, and the Borrower has duly submitted to the Bank the duly executed Notice of Utilization and Debt Assumption.
- 3.2 The Borrower acknowledges that the Borrower has received in full the Utilization or the Loan immediately when the utilized amount is credited to the Loan Account.
- 3.3 The Borrower acknowledges that Bank is not obliged to make disbursement of the Utilization or the Loan in the following cases:
  - i. The Bank is unable to raise the required funds for releasing the Utilization or the Loan.



- ii. The Bank is unable to continue its release of the Utilization or the Loan due to the policies, decisions of the relevant state/central bank or the related government authorities.
- iii. Any other cases as stipulated by relevant laws and regulations.

For any case as stipulated above, the Bank shall not be liable to compensate for any damage may be suffered by the Borrower.

#### 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. 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. The Borrower also agrees that such actions of the Bank do not cause any damage to the Borrower and the Borrower will not claim and/or argue 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 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. Where a loan amount is transferred to overdue debt as stipulated in Clause 8.2, 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. Where the Borrower fails to pay in full and timely any due interest under this Agreement (including the case where the Borrower are accepted by the Bank for restructuring of debt payment schedule in pursuance to Clause 8.1), 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) [in 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 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:

$$\text{Interest} = (\text{actual balance} \times \text{the number of actual balance maintaining days} \times \text{interest rate}) / 365$$



Of which:

- i. The actual 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 balance maintaining days: means the number of the days in which the actual day-end debt balance remains unchanged; and

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 together with accrued interest thereon 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.

The Borrower is obligated to make full repayment of the principal amount of the Loan together with accrued interest thereon and any and all indebtedness under this Agreement within 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. To the extent permitted by law, should any payment be made by the Borrower in a currency other than that of the Loan (Vietnamese Dong), the Bank may use such payment amount to buy (at the exchange rate quoted at the Bank's counter or website <https://www.kasikornbank.com.vn/EN/corporate/mainpage/Pages/fx-rate.aspx>) at the buying time) the currency of the Loan for paying the Borrower's Payment Obligations under this Agreement.

### 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 of its Payment Obligations toward the Bank.
- 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. Where 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 must notify the Bank thereof 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 accepts for the Borrower to prepay the entire or part of the Loan balance, the Borrower must pay to the Bank the prepayment fee as stipulated in Clause 5.4 of this Agreement.
- iv. Where prepayment is accepted as above, the Bank shall decide to collect it in the payment priority order applicable to the Borrower's Payment Obligations.

### 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 Where the Borrower wishes to request re-structuring of the debt payment schedule for any (amount of) 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 debt payment schedule and the capacity, time and source for debt payment accompanied by evidencing documents. 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 current provisions of law and shall give to the Borrower the notice thereof. The notice of transfer such due principal balance to overdue debt shall state without limitation the following: (i) the overdue principal balance; (ii) the time of transfer such due principal balance to overdue debt; and (iii) the interest rate applicable to such due principal balance.

## 9. SECURED ASSETS

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

## 10. INSURANCE

[as per bank's approval]



## 11. BREACH PENALTY AND DEDUCTION

### 11.1 Breach penalty:

i. The Borrower agrees that should the Borrower fail to comply with any undertakings and agreements herein, they shall be subject to a breach of the value of the breached obligation. To avoid doubt, the breach penalization provided in this Clause 11.1 shall not apply in the case where the Borrower fails to pay in time the principal and/or interest resulting in their having to pay the default principal interest and the interest default interest prescribed in Clause 5.

ii. Where the breach is at their fault, the Borrower agrees and undertakes to indemnify and keep indemnified the Bank and/or its Authorized Party against all liabilities (including those to third parties), losses, damages, claims for payment, claims for clearance payment, costs, charges, expenses, and litigations and proceedings (including legal costs and fees) whether civil, administrative or criminal, initiated by any party that involve the Bank and/or its Authorized Party in connection with the Facility Documents as stipulated by law or by a decision of a state authority.

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

### 11.2 Deduction:

The Borrower agrees and consents that the Bank may deduct any balance in the Borrower's accounts, including that of all co-borrowers, opened at the Bank as specified below, to satisfy the Payment Obligations. The Borrower agrees that the Bank may exercise the above right at any time after having notified thereof the Borrower in advance.

## 12. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Bank that:

- 12.1 All information and documents provided to the Bank in connection with the Facility Documents (and the transactions contemplated in the Facility Documents) are true and accurate at the time of their provision.
- 12.2 All relevant legal documents, including but not limited to the Sale and Purchase Agreement and the Assignment Document, are legal valid, binding and enforceable in accordance with the laws of Vietnam.
- 12.3 Other than the Loan under this Agreement, the Borrower does not have any other financial liabilities (save those already notified in writing to the Bank on or prior to the Effective Date) and there is no Material Adverse Change from the date of the relevant loan application submission to the date of Loan utilization.
- 12.4 No proceedings are pending or likely to be initiated before any court or administrative authority which adversely affect or would adversely affect the Borrower's payment of the Loan or the Secured Asset.
- 12.5 The Borrower has full civil act capacity to enter into the Facility Documents and any and all other relevant documents and papers.
- 12.6 The Borrower has provided the Bank with full information and documents relating to the Loan Facility, including but not limited to the information and documents on the status of the Borrower, including financial status and any other documents required by the Bank. The Borrower hereby also represents and warrants to the Bank that it is not in the insolvent status and/or in any kind of an incapability status, and it has full capacity in entering into this Agreement. The Borrower further represents and warrants that all information given by the Borrower is true and accurate in all aspects and no information was or is misleading by omission or otherwise as at the date such information is given.
- 12.7 The Bank has fully provided the Borrower with the information and clarifications on the interest rate; the principles, factors and time for determining the interest rate, the default principal interest rate, the interest on default interest rate together with the interest calculating method; the types and rates of the



fees applicable to the Loan; the criteria for determine the loan borrowing clients using [different] loan interest rates; the information on standard-form contracts and relevant general conditions for transactions; and other information related to this Agreement and the Facility Documents.

- 12.8 The Borrower has complied with all laws and regulations of Vietnam on taxation and have paid all due and payable taxes.
- 12.9 The Borrower confirms that it shall perform in full all Payment Obligations. The Borrower further agrees that it shall promptly notify the Bank in writing of any representations or warranties stated under this Agreement which are no longer accurate.

### 13. UNDERTAKINGS

13.1 The Borrower hereby undertakes with the Bank that, until its full 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 herein 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 public where it is so required by the 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, 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 documents for verification of the Loan using or for other purposes of the Bank in accordance with law;
- 13.1.8 where a condition precedent under this Agreement is accepted by the Bank as a condition subsequent, the Borrower shall satisfy such condition at 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 the term of this Agreement; and

13.1.10 (if any) \_\_\_\_\_

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13.2 The Borrower hereby undertakes with the Bank that, until their full discharge of all Payment Obligations, the Borrower shall not:

- 13.2.1 engage in any transactions related to, sell, or otherwise dispose or cease to possess, the Secured Assets; create, allow, permit to exist or agree to set up interests or restrictions to any Secured Assets other than those reserved for the Bank under the Facility Documents;
- 13.2.2 incur any financial debt with a third party for the same financing purpose of this Agreement; or provide any loan or any guarantee to any third party; and
- 13.2.3 (if any) \_\_\_\_\_

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## 14. EVENTS OF DEFAULT AND CONSEQUENCE

### 14.1 Events of Default

Any of the following events shall constitute an event of default ("**Event of Default**"):

- 14.1.1 The Borrower fails to pay on due date any Payment Obligations under any Facility Documents;
- 14.1.2 The Borrower breaches other obligations under any Facility Documents where:
  - a. Such breach cannot be remedied; or
  - b. Such breach may be remedied but the Borrower fails to remedy it within three (3) Business Days from the date the Bank notifies the Borrower of such breach, or within a period agreed by the Bank;
- 14.1.3 Any information or document provided by the Borrower to the Bank in connection with the Facility Documents is untrue and inaccurate;
- 14.1.4 Any act that causes the Loan to be due and prematurely recovered under a Facility Document, or causes such Facility Document to be terminated;
- 14.1.5 Any asset of the Borrower, including the Secured Asset, is confiscated or distrained by or on behalf of a creditor, or by bankruptcy procedures, or as stipulated by administrative or criminal laws;
- 14.1.6 The Secured Asset and/or any collateral provided in favour of the Bank as security under this Agreement is damaged or destroyed whether in whole or in part due to whatsoever reasons;
- 14.1.7 The Borrower is in default of their debts to any third party;
- 14.1.8 The Borrower is, or declares, or is ruled by law as, insolvent or incapable of paying any of their debts;
- 14.1.9 The Borrower takes measures for debt compromise or composition with any of their creditors.
- 14.1.10 The Borrower use the entire or part of the Loan not for the purpose(s) specified herein;
- 14.1.11 Any event that the Bank considers as likely to cause a Material Adverse Change to the Borrower's assets or financial conditions;
- 14.1.12 The Borrower becomes unemployed (applicable to Borrower earning salary income under an employment agreement); or
- 14.1.13 The occurrence of one of the events defined as Events of Default and/or others with the same nature in the Facility Documents other than this Agreement.

The Borrower agrees to 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, by a written notice to the Borrower, may:

- 14.2.1 Immediately cancel the entirety or a part of its obligation to grant the Loan under this Agreement on the date of such notice or on another date set out by the Bank in such notice; and
- 14.2.2 Declare that the entire or part of the Payment Obligations currently owed by the Borrower in connection with the Facility Documents (being the amount subject to accelerate recovery stated in the above notice) immediately becomes due and payable on the date of such notice or on another date set out by the Bank in such notice; should the Borrower fails to pay the Loan on the date set out in such notice, the principal balance shall be transferred to overdue debt on the same day, and the interest rates applicable to the overdue principal, the default interest and other default amounts (as the case may be) in Clause 5.3 shall be applied to such unpaid amounts starting from such date; and/or
- 14.2.3 Enforce the Secured Asset in pursuance to the Security Agreement to recover debt; and/or
- 14.2.4 Carry out one or several of the actions provided in the Facility Documents or any other actions that the Bank deems necessary to protect its lawful interests.

## 15. ADVERSE CHANGES





Where the Bank reasonably decides that the application, implementation or modification of law, including, but not limited to, provisions of any codes, laws, orders, ordinances, decrees, resolutions, circulars, decisions, directives, notices, regulations or official letters (whether they are legal documents or not), or any change in the interpretation or application of the above documents, or the compliance with any requests (whether they are legal documents or not) of central, financial, monetary or other authorities:

- 15.1 Make the Bank's maintenance and/or granting of the Loan to the Borrower under this Agreement illegal or impractical;
- 15.2 Increase the Bank's cost in the creation, granting or maintenance of the Loan;
- 15.3 Decrease any amount received or to be received by the Bank in connection with the Loan; or
- 15.4 Without limitation to Clauses 15.1, 15.2 or 15.3 above, impose any taxes, duties or fees on any amount payable by the Bank for or in connection with the Loan,

the Bank shall notify the Borrower of the circumstances leading to the Bank's decision, and the Borrower agrees that they shall:

- a. At the Bank's request, pay to the Bank the amount stated in the Bank's written notice to indemnify and keep indemnified the Bank against any additionally incurred costs, decreased amount, payable amount, or amount withheld or deducted, or for the Bank to comply with the provisions of law; or
- b. At the Bank's request, carry out early settlement on the next Monthly Repayment Date the entire Loan balance together with any accrued interest and all other Payment Obligations (without any prepayment fee) as provided in the Facility Documents, and this Agreement shall then be terminated.

## 16. DISCLOSURE OF INFORMATION

By executing this 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 and/or (vii) 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. For more information, please see the Bank's Privacy Policy:

[https://www.kasikornbank.com.vn/SiteCollectionDocuments/EN/assets/uploads/KBank%20Privacy%20Policy%20\(EN\).pdf](https://www.kasikornbank.com.vn/SiteCollectionDocuments/EN/assets/uploads/KBank%20Privacy%20Policy%20(EN).pdf)

Furthermore, 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 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.

The Borrower further acknowledges, agrees and consents that the Bank is authorized by the Borrower to provide the Borrower's credit information to the Credit Information Company (as defined below) of which the Bank is a participating organization under the Government's Decree No. 58/2021/ND-CP dated June 10, 2021 (as amended from time to time) in order to analyze, process, evaluate and synthesize the Borrower's credit information data for assessing financial needs and other lawful purposes as prescribed by laws under the following terms and conditions:

The **Credit Information Company** means Vietnam Credit Information Joint Stock Company, Enterprise Registration Certificate No. 0102547296 firstly issued on 27 November 2007 (as amended from time to time).

In the event that the Credit Information Company has its Certificate of Eligibility to provide credit information services revoked, the Bank will stop providing the Borrower's credit information to the Credit Information Company and the Borrower's credit information at the Credit Information Company will be handled in accordance with the government's regulations on the provision of credit information services. Within a maximum period of ten (10) Business Days from the date the Bank receives the notice from the Credit Information Company about the credit information processing plan, the Bank will notify the Borrower of such plan.

Contents of the Borrower's credit information to be provided and the provision of the Borrower's credit information by the Bank to the Credit Information Company shall comply with the Government's regulations on the provision of credit information services and other related regulations.

The Borrower's credit information at the Credit Information Company will be processed in accordance with the regulations on the provision of credit information services.

The Borrower acknowledges that the Credit Information Company is responsible for ensuring the storage and maintenance in full and accuracy of the Borrower's credit information provided by the Bank. The Borrower has the right to request the Credit Information Company or the Bank to ensure the accuracy of the Borrower's credit information when there is clear evidence to prove the Borrower's credit information in the system of the Credit Information Company is inaccurate or incomplete.

The Borrower affirms to understand and has clear awareness that: (i) the credit information provided includes sensitive personal data as stipulated by the laws regarding personal data protection; (ii) the credit information contains sensitive personal data that will be collected, processed, and stored for a minimum period of five (5) years, for the purpose of creating credit information products using specialized software provided by the Credit Information Company; and (iii) any consent by the Borrower under this Agreement is voluntary and based on a clear understanding of the Borrower of its rights as per relevant legal provisions.

## 17. ASSIGNMENT AND APPOINTMENT OF THE AUTHORIZED PARTY



- 17.1 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 papers and cooperate with the Bank and any Assignee in the filing of application, registration or amendment of any documents related to the above assignment/transfer, or any other papers that the Bank or the Assignee has notified to the Borrower as necessary or desirable for the above assignment or transfer.
- 17.2 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 17.2, where necessary, the Bank may notify the Borrower of its appointment of the Authorized Party.

## 18. NOTICE

All notices in connection with this Agreement shall be delivered by the parties using one of the following methods:

- i. Hand delivery: The date of notice receiving is determined as the date on which the notice is received (as evidenced by the recipient's signature) .
- ii. By registered mail: The date of notice receiving is determined as the date on which the delivery note of the post office or other delivery agency is received.
- iii. By email: The date of notice receiving is determined as the date on which the email is received.
- iv. By message: The date of notice receiving is determined as the date on which the message is received.
- v. By recorded phone call: The date of notice receiving is determined as the date of notification.
- vi. Other methods as stipulated by law.

## 19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement is governed by the laws of Vietnam.
- 19.2 If any provision of this Agreement at any time is or becomes illegal, invalid or unenforceable as stipulated by law, the legality, validity and enforceability of the remaining provisions shall not be thereby affected or impaired.
- 19.3 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.
- 19.4 This Agreement is made into two (2) copies in Vietnamese. Each Party shall keep one (1) copy for implementation. Where 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.

## 20. DEFINITIONS

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

**Assignor:** means the party (individual or corporate) buying (i) a real property having a Certificate of Land Use Rights then transfer 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 such Sale and Purchase Agreement to the Borrower through an Assignment Document.

**Authorized Party:** means one (or several) individual(s) or organization(s) authorized by the Bank for the purposes stated in Clause 17.2 of this Agreement.

**Facility Documents:** means this Agreement, the Security Agreement, the Application for Loan Facility in relation to this Agreement, the Cooperation Agreement, the Loan Approval Letter, the Notice of Utilization and Debt Assumption, the Valuation Request Form, the Security Provider Form, and any of its amendment, supplement or replacement (if any) and any agreements and/or documents agreed by the relevant parties from time to time as Facility Documents.

**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: (i) the fee for assessment of the Secured Assets; (ii) the charge for public notarization and registration of secured transaction; and (iii) the legal fee (if any).

**Funding Cost:** means the cost (%/year) that the Bank must pay from the time to time to raise fund in the market. Funding Cost is calculated by Average of 12-month Term Deposit (individual) of stated-owned banks (by decision of the Bank from time to time) should be updated periodically in the first working day of a month.

**Developer:** means the developer/investor of investment project(s) for construction of residential houses in accordance with the relevant laws.

**Certificate of Land Use Rights:** means the Certificate of Land Use Rights, House Ownership and/or Other Assets attached to Land issued by Vietnamese authorities to an individual, household or organization certifying, among other things, that the grantee is the lawful land user and house ownership (if applicable) and/or other assets attached to the land plot (if applicable).

**Cooperation Agreement:** means the agreement entered into between the Bank and the Developer stipulating, inter alia, the mechanism for cooperation between the relevant parties in connection with the financing of the Borrower's purchase of apartment(s) or house(s).

**Sale and Purchase Agreement,** (a) in relation to a property having a Certificate of Land Use Rights, the sale and purchase agreement between the seller/Assignor and Borrower which has been notarized as required by 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.

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

**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 First Utilization Date.

**Repayment Account:** means the Borrower's account(s) opened and maintained with the Bank as listed in Clause 11.2 above and/or any other bank account(s) designated by the Borrower for the purpose of repayment and/or payment of the Borrower's payment obligations under this Agreement.

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

**Monthly Repayment Date:** means the date be determined as hereunder, unless otherwise agreed by the parties: The Monthly Repayment Date shall be the 15th day monthly as agreed by the Bank and the Borrower and stated in the relevant Notice of Utilization and Debt Assumption.

Where the Monthly Repayment Date in a month is not a Business Day, the Monthly Repayment Date in that month shall be the Business Day immediately after such day.



**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.

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

**Loan Account:** means the account of the Developer or the account designated in a relevant Sale and Purchase Agreement between a seller (other than the Developer) and the Borrower to purchase apartment(s) or houses, or another account designated by the Borrower in the Utilization Notice and Debt Assumption and accepted by the Bank for receipt of the Utilizations/the Loan directly released from the Bank. The Bank may request that the Loan Account be opened at the Bank, as applicable.

**Secured Asset:** means the assets used as secured assets to secure the performance of the Payment Obligations under the Security Agreement.

**Future Asset:** means an apartment or a house which is under construction or already constructed but not yet inspected for putting into use, 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 other), 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 are a party; or
- (iii) the validity and enforceability of any Facility Documents.

**Assignment Document:** in relation to a Future Asset, means the document for assign 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.

**Notice of Utilization and Debt Assumption:** means the notice of utilization and assumption of debt made in the form provided by the Bank and properly signed by the Borrower for the Borrower's withdrawal of the Utilization(s) or the Loan.