

TERMS AND CONDITIONS GOVERNING PERSONAL LOAN

In consideration of Standard Chartered Bank (Vietnam) Limited (the "Bank") offering the Personal Loan and/or Secured Wealth Lending Facility to the Borrower at the Borrower's request, the Borrower agrees to be bound by these Terms and Conditions Governing Personal Loan (as amended, supplemented, and/or superseded by the Bank from time to time).

1. INTERPRETATION

In these Terms and Conditions Governing Personal Loan, except to the extent that the context requires otherwise, the following capitalized terms shall have the following respective meanings:

"**Account**" refers to an account opened by the Borrower with the Bank for the purpose of among others disbursement of and repayment for the Loans, and which may survive the termination of the Loan(s);

"**Application Form**" refers to the application for banking relationship or any other forms as provided by the Bank pursuant to which the Borrower has applied or may apply for the Loan(s) and/or such letter(s), commitment, arrangement or agreement between the Bank and the Borrower from time to time in relation to the Loan(s);

"**Approved Loan Amount**" refers to the Personal Loan and/or Secured Wealth Lending Facility approved by the Bank from time to time and Life Insurance premium (if any);

"**Bank**" refers to Standard Chartered Bank (Vietnam) Limited and includes its branches, successors and assigns;

"**Borrower**" refers to a holder of the Loan(s) whether alone or jointly with any other person;

"**Collateral**" refers to current account(s) (which may be or include the Account) or deposit(s) which is to be security to the Bank and is applicable to partially secured and fully secured for the Loan(s);

"**Loan Agreement**" refers to a set of documents including Application Form, Terms and Conditions Governing Personal Loan, as well as agreements, notices, letters and acknowledgement in respect of the Loans as agreed between the Bank and the Borrower, all of which shall bind upon the Borrower;

"**Personal Loan**" refers to the loan, credit and/or banking facility or accommodation referred to in the relevant Application Form and which is granted or made available by the Bank to the Borrower on and subject to the terms and conditions contained therein, these Terms and Conditions Governing Personal Loan and any other such terms and conditions as the Bank may decide from time to time; and

"**Secured Wealth Lending Facility**" refers to Personal Loan secured by the Collateral

"**Loan(s)**" refers to Personal Loan and/or Secured Wealth Lending Facility.

"**Statement of Account**" refers to the Bank's periodic statement showing the amount due to the Bank on the Loan(s).

Unless the context requires otherwise, words denoting the singular number shall include the plural and vice versa. The headings to the clauses have been inserted for guidance only and shall not be deemed to form any part of the context or be taken into consideration in the interpretation of these Terms and Conditions Governing Personal Loan.

2. CONDITIONS PRECEDENT

The Bank may grant or continue to grant the Loan(s) to the Borrower if the following conditions are fulfilled or continued to be fulfilled:

- (a) the Application Form shall have been accepted by the Bank in the manner as prescribed by the Bank;

- (b) the Loan Agreement and all other documents, legal or otherwise, as may be required by the Bank, shall have been duly completed and signed to the satisfaction of the Bank and all conditions to the effectiveness of the Loan Agreement and such all other documents shall have been satisfied;
- (c) the Account shall have been opened by the Borrower at the Bank;
- (d) there shall exist no potential Event of Default or Event of Default and all representations and warranties contained herein and in the Application Form and the Loan Agreement or otherwise shall be true and correct in all material respects;
- (e) all documentary proof as may be required by the Bank shall have been duly furnished;
- (f) the security interest created over the Collateral shall have been registered with the National Agency for Registration of Secured Transactions or any other competent secured transaction registration authority;
- (g) there are no circumstances which in the opinion of the Bank would adversely affect the Bank's ability, decision or willingness to grant or continue to grant the Loan(s) to the Borrower; and
- (h) all other conditions precedent as the Bank may require or impose have been fulfilled to the satisfaction of the Bank or otherwise have been duly complied with.

3. LOAN

3.1 The Approved Loan Amount and availability period and term of the Loan(s) shall be notified by the Bank to the Borrower.

3.2 The purpose of the Loan(s) shall be specified in the Application Form and the Loan Agreement and the Borrower agrees and undertakes to apply all amounts of the Loan(s) provided by the Bank in or towards such purpose.

3.3 Method of lending: the Loan(s) is extended following the method of individual lending.

4. DISBURSEMENT

4.1 Disbursement will only be made after the satisfaction or waiver, at the Bank's sole discretion, of all conditions precedent set forth in Clause 2. The Loan(s) shall be disbursed in form of bank transfer to the Borrower's account or beneficiary's account designated by the Borrower in accordance with applicable laws.

4.2 The Borrower shall be deemed to agree with the Approved Loan Amount granted by the Bank and all relevant Terms and Conditions Governing Personal Loan once the Approved Loan Amount was disbursed into the Borrower's bank account.

5. STATEMENT OF ACCOUNT AND PAYMENT

5.1 The Personal Loan will be repayable in the manner stipulated in the Loan Agreement. The Borrower shall examine the Loan Agreement which shall be conclusive and binding on the Borrower unless the Bank receives the Borrower's written notification of any discrepancies in respect thereof within 7 days after signing and delivery of the Loan Agreement. The decision given by the Bank in respect of any such discrepancies duly notified by the Borrower shall be final conclusive and binding on the Borrower for all purposes whatsoever.

5.2 The Borrower shall examine the Statement of Account which shall be conclusive and binding on the Borrower unless the Bank receives the Borrower's written notification of any discrepancies in respect thereof within 7 days after issuance and delivery to the Borrower. The decision given by the Bank in respect of any such discrepancies duly notified by the Borrower shall be final conclusive and binding on the Borrower for all purposes whatsoever.

5.3 In case the Borrower does not receive the Statement of Account on a regular period as defined by the Bank, the Borrower will be responsible to inform the Bank of such non-receipt otherwise the Statement of Account shall be deemed to be received on a regular period by the Borrower.

5.4 The due date of payment shall be determined by the Bank and informed to the Borrower. The Bank reserves the right to vary the due date of payment and shall inform the Borrower as soon as possible.

5.5 The repayment amount shall include principal, interest, all charges and fees (if any) of the Loan(s) as notified by the Bank. The 1st repayment will be paid by the Borrower within the due date after the Loan(s) has been disbursed to the Borrower. Priority in payment of principal and interest of overdue debts shall be in accordance with the applicable laws of Vietnam.

5.6 The Loan must be repayable by monthly installments within the due date as notified by the Bank. The repayment must be made in VND or any foreign currency as notified by the Bank and under regulations or laws of Vietnam.

5.7 Except as otherwise specifically provided in the Loan Agreement or agreed in writing by the Bank, all payments of principal, interest, charges and fees (if any) of the Loan(s) due and payable by the Borrower shall be made in immediately available funds to the Bank by debiting the Account within the due date. For the purpose of this paragraph, the Borrower shall be obliged to maintain, no later than 4.30 p.m on the day before such due date, a balance in the currency of payment in the Account at least equal to such amount of principal, interest, charges and fees (if any) of the Loan(s) as notified by the Bank due and payable on such due date. The Borrower shall hereby authorize the Bank to effect such payment as directed by the Borrower.

5.8 In case that the Borrower intends to prepay the partial or the whole amount of the Loan(s) before the maturity date, the Borrower shall give the Bank prior irrevocable written notice of its intent to prepay the Loan(s) and shall pay a prepayment fee and all charges at the Bank's prevailing instruction (if any).

5.9 In case of the partial prepayment, the maximum amount of partial prepayment will be defined by the Bank, subject to change from time to time.

5.10 In case that the Borrower is unable to make any repayment as caused by death, loss of capacity for civil act, non-residence in Vietnam or otherwise, the Bank reserves the right to transfer the liability of repayment so as such liability of repayment shall be undertaken by legally inheritor, authorized person of the will, delegated person of the Borrower, or any family relative person of the Borrower to the extent not contrary to applicable law.

5.11 With Loan(s) through payroll at the Bank, if the Bank does not receive money from the Borrower's payroll due to resign, change of payroll to another bank or change to a new company without notice to the Bank, the Bank has the right to retrieve all the remaining debt directly and immediately from the Borrower.

5.12 From time to time, the Bank may offer Loan payment service(s) provided by intermediary payment service provider(s) ("Service Provider"), e.g. Payoo. The Borrower, upon choosing and using these payment channels, undertakes to comply with regulations and guidance issued by the Bank and Service Provider in relation to the service. The Borrower also accepts and agrees that any payment made to the Service Provider shall be deemed as payment for the Loan which cannot be cancelled or refunded.

6. INTEREST & INTEREST RATE

6.1 Interest is accrued daily on number of days during which the actual balance is maintained and on a 365 day per year basis. Interest shall be calculated on the actual day-end balance of Loan(s), from the disbursement date to the actual payment date (excluding the actual payment date) with below formula:

$$\text{Interest} = \frac{\sum (\text{Actual balance of the Loan} \times \text{No. of days that the actual balance is maintained} \times \text{Interest rate})}{365}$$

In which:

- (i) Actual balance of the Loan: means day-end balance of the principal, the overdue principal, and the actual overdue interest which are payable to the Bank by the Borrower;
- (ii) No. of days that the actual balance is maintained: means the No. of day where the actual balance at the end of each day is unchanged;
- (iii) Interest rate: as provided in the Application Form in relation to the Loan.

6.2 Interest on the Loan(s) shall be calculated and charged into repayment amount as agreed in the Loan Agreement. These Terms and Conditions governing Personal Loan will continue to apply and remain in force up to the date that amounts due under the Loan(s) are paid in full as well as before and after any judgment obtained in respect of any outstanding amount of the Loan(s).

6.3 If the repayment amount due hereunder is not paid on its due date of payment, the charge (if any) shall become payable by the Borrower, subject to such amount as may be determined by the Bank from time to time. In addition, such overdue principal amount shall bear default interest (payable on demand) which shall accrue daily from the due date until the date of actual payment at a default interest rate of 150% of the Interest Rate applicable to the Loan(s) (or such other maximum ratio as is permitted by the State Bank of Vietnam from time to time). Default interest applicable to

unpaid interests (if any) may be applicable and advised by the Bank to the Borrower from time to time to the extent permitted by applicable law. For any payment which has not been made on due date, unless otherwise agreed by the Bank to be restructured, shall be transferred to overdue debts and be notified by the Bank to the Borrower in accordance with the current applicable laws.

6.4 All interests and penalties which pass the loan tenor stated on the Loan Agreement (including but not limited of late payment/ odd day interest/ penalty) will be paid same as early redemption fee.

6.5 The Bank shall be entitled to determine or vary the rates and basis of calculation of interest payable by the Borrower under these Terms and Conditions Governing Personal Loan and shall inform the Borrower in any way as provided for in Clause 20.3.

7. CHARGES, COSTS, EXPENSES AND TAXES

7.1 The Borrower shall pay to the Bank all charges and/or fees in respect of the Loan(s) as stated in the Loan Agreement and/or at the Bank's prevailing instructions.

7.2 To the extent not contrary to applicable law, the Bank may at any time and upon written notice to the Borrower, change the amount of any charges or fees payable by the Borrower as stated in the Loan Agreement and/or at the Bank's prevailing instructions. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

8. REPAYMENT

8.1 In case Monthly Installment Repayment Interest is applied, the first payment will include normal Monthly Installment Repayment and Monthly Installment Repayment Interest.

8.2 All the payments will be made in accordance with Clause 5.7 of The Terms and Conditions Applied for Personal Loan and on working days (from Monday to Friday and do not include Saturday, Sunday and holidays in Vietnam or the days that the Bank do not work are approved by the State Bank of Vietnam). If the payment is due on the day that is not working day, the due date of that payment will be the next working day.

9. EVENT OF DEFAULT

9.1 Without prejudice to any other terms in the Loan Agreement and the Bank's right to demand immediate repayment of any Loan(s) which is repayable on demand, the Borrower shall immediately repay, on demand, the Loan(s) and interest on the Loan(s) which are outstanding and unpaid, and all other charges and moneys payable in relation to the Loan(s) upon any of the following events of default happening:

- (a) any of the installment, interest repayments of the Loan(s) and/or any other payable amount under the Loan Agreement and these Terms and Conditions Governing Personal Loan are not paid when due;
- (b) The Borrower does not comply with any obligation of the Borrower under the Loan Agreement or any security document.
- (c) The Borrower breaches its obligations of payment, when due or when the time to redress violations, under any agreement with any other creditors or with the Bank;
- (d) Proceedings are taken against the Borrower or the Borrower's property or the property manager or similar person appointed for the assets of the Borrower, or the criminal case is conducted against the Borrower, which in the opinion of the Bank, may have a significant adverse effect on the Borrower's ability to perform its obligations under the Loan Agreement;
- (e) The Borrower commits or threatens to commit a breach of any of the terms and conditions hereof or of any agreement or security (if any) for the Loan(s);
- (f) The Borrower becomes insolvent or enter into any arrangement or composition for the benefit of the Borrower's creditors or the Borrower has any petition filed or notice issued for passing of a resolution for the winding-up of or appointment of a judicial manager or the Borrower has taken any step for making of a bankruptcy petition or bankruptcy order against the Borrower;
- (i) Any of the Borrower's present or future indebtedness for or in respect of money borrowed or raised (whether from the Bank or any other person) becomes (or becomes capable of being declared) due and payable before its stated due date or any such indebtedness is unpaid when due or, as the case may be, within an appropriate grace period;

- (j) The Borrower dies or becomes loss of capacity for civil act;
- (k) Any of the Borrower's declaration or representation set out in these Terms and Conditions Governing Personal Loan, the Application Form or the Loan Agreement relating to the Loan(s), as varied from time to time, is or becomes untrue;
- (l) If credit bureau (if any) conducted by the Bank from time to time or any other similar credit check on the Borrower is unsatisfactory to the Bank as the Bank may decide at our sole discretion;
- (m) If any governmental authority condemns, nationalizes, seizes or otherwise expropriates, or seals, blocks or freezes, or uses for public purposes or for the purposes of national defense or security and other similar special circumstances, all or any substantial part of the property or other assets of the Borrower;
- (n) If any provision of these Terms and Conditions Governing Personal Loan or the Loan Agreement is, or is alleged by the Borrower to be, or is declared by any governmental authority or court to be, ineffective, invalid, illegal or void, in whole or in part;
- (o) If a court of competent jurisdiction issues a judgment or decision against the Borrower; or an arbitration body of competent jurisdiction issues an award against the Borrower; or
- (p) An event occurs or circumstances arise which gives the Bank reasonable grounds to believe that the Borrower may not be able to perform or comply with any of obligations.

9.2 The bank reserves the right of its own decision on restructuring loan terms based on the financial capability of the Bank and on the results of its assessment of the ability of the Borrower for repayment. If the Borrower is unable to repay monthly installment (whether principal and/or interest and/or all charges (if any) in accordance with the repayment schedule agreed in the Loan Agreement but the Bank assesses the Borrower as being able to repay within later repayment periods of such schedule, the Bank has the right to consider restructuring the period for repayment of principal and/or payment of interest and/or all charges (if any). If the Borrower is unable to repay in full all principal and/or interest and/or all charges (if any) within the term agreed in the Loan Agreement but the Bank assesses the Borrower as being able to repay within a certain specified time after the loan term, the Bank has the right to consider extending the loan term for a period consistent with the funding source for the repayment by the Borrower.

10. JOINT ACCOUNT

10.1 All joint Borrowers shall be jointly liable for all monies owing to the Bank under the Loan(s).

10.2 Where the Loan(s) is a joint account with more than one Borrower:

- (a) all references to "the Borrower" under these Terms and Conditions Governing Personal Loan shall refer to each and every one of the Borrower individually or all of them collectively, as the context may require;
- (b) all covenants, provisions, terms, conditions, or obligations shall be deemed to be made by and be binding on all joint Borrowers jointly and severally and shall also be binding on and applicable to their respective personal representatives and successors in title accordingly;
- (c) all notices and communications sent or given by the Bank to any one of the Borrowers shall be deemed to be sent or given to all Borrowers; and
- (d) all instructions given by any of the Borrowers shall be deemed to be given by all Borrowers; provided always that if the instructions given are considered by the Bank to be contradictory or ambiguous the Bank shall be entitled in its absolute discretion to decide whether or not to act on them or to obtain clarifications from the joint Borrowers.

11. COLLATERAL (Applicable for Secured Wealth Lending Facility)

11.1 The Borrower shall enter into or provide such collateral as the Bank may require from the Borrower as security for the Loan(s). The Borrower shall execute such documents as the Bank may require for the purpose of creating security for all or any part of its obligations as well as any additional documents which the Bank may from time to time.

11.2 For the purpose of this clause:

- (a) "Security Margin" means the (%) ratio between the Loan principal at the time of calculation and current market value of the Collateral (periodically calculated by the Bank and at the exchanges rates published at the Bank's counter, if applicable) at which rate or higher, the Bank shall inform the Borrower of the Collateral status;

- (b) “Top-up Ratio” means the (%) ratio between the Loan principal at the time of calculation and current market value of the Collateral (periodically calculated by the Bank and at the exchanges rates published at the Bank’s counter, if applicable) at which rate or higher, the Bank shall inform the Borrower and request for a Collateral top-up which shall be made by the Borrower. Upon expiry of this time limit, the Bank shall enforce the Collateral to recover the Loan;
- (c) “Sell-down Ratio” means the (%) ratio between the Loan principal at the time of calculation and current market value of the Collateral (periodically calculated by the Bank and at the exchanges rates published at the Bank’s counter, if applicable) at which rate or higher, the Bank shall immediately enforce the Collateral to recover the Loan and shall inform the Borrower if so required by law.

As a reference, the ratios are currently provided as follows:

Tier	Security Margin	Top-up ratio	Sell-down ratio
1	80%	86%	92%
2	85%	89.5%	94%
3	90%	93%	96%

The Security Margin is provided by the Bank subject to type of Collateral and notified to the Borrower at the time the Loan is approved. The above ratios are subject to change from time to time due to fluctuation of financial market. Borrower is recommended to contact his/her relationship manager to find out more about these ratios.

11.3 If at any time, any of the above ratios are exceeded, the Bank shall be entitled at its sole and absolute discretion to do any of the following upon a reasonable notice to the Borrower:

- (a) require the Borrower to immediately reduce its liabilities to the Bank by such extent and in such manner as the Bank may in its sole and absolute discretion determine;
- (b) cancel or reduce the Secured Wealth Lending Facility;
- (c) withhold further drawing of the Secured Wealth Lending Facility by the Borrower;
- (d) require the Borrower to furnish to the Bank additional Collateral as shall be satisfactory to the Bank;
- (e) enforce the Collateral in any way deemed appropriate by the Bank to recover the Secured Wealth Lending Facility;
- (f) realize and set-off the assets of the Borrower and/or the security party (as the case may be) covered by the security documents against the Borrower’s liabilities to the Bank, and/or
- (g) adopt such other measures as the Bank may determine in its sole and absolute discretion.

Any additional security referred to above shall constitute and form part of the continuing security for the obligations of the Borrower under Loan Agreement, and shall not subsequently be withdrawn by the Borrower or the relevant security party without the Bank’s prior written consent.

12. BORROWER'S PARTICULARS

12.1 The Borrower shall notify the Bank promptly in writing of any change in his employment office, home address, and contact numbers and as may be required by the Bank, any other information previously provided to the Bank in the Application Form.

12.2 If the Borrower’s latest address is not notified to the Bank or the whereabouts of the Borrower is unknown to the Bank for 6 months, the Loan(s) may be terminated at the Bank’s absolute discretion and the Loan(s) closed accordingly whereupon all monies owing to the Bank under the Loan(s) and these Terms and Conditions Governing Personal Loan together with all charges (if any) thereon shall immediately become due and payable to the Bank.

13. REPRESENTATIONS AND WARRANTIES

13.1 The Borrower warrants and represents that all information, declarations, representations, and warranties made or given by him or as evidenced by any documents given to the Bank in connection with the Loan(s) and all particulars

indicated in any Application Form(s) relating thereto are and will continue to be true and correct in all respects and will be complied with at all times.

13.2 No litigation, arbitration or administrative proceeding is taking place or pending or threatened against the Borrower or its assets, and no tax liability claim is taking place or pending or threatened against the Borrower or its assets.

13.3 The Borrower confirms that the Bank is entitled to rely on the said information, declarations, representations and warranties in granting the Loan(s) and that he shall immediately upon request furnish the Bank with all such documents, statements, information and explanation as may be reasonably required by the Bank from time to time regarding his affairs, state or condition, financial or otherwise, that may affect the Bank's decision in granting or in continuing to grant the Loan(s) to him.

13.4 The Bank agrees to offer the Loan(s) which can be unsecured, partially secured, or fully secured type. However, in case that there is any change on security requirement as caused by any reason, the Bank reserves the right to change the conditions of security type of the Loan(s). Moreover, the Loan(s) may be terminated at the Bank's absolute discretion and the Loan(s) closed accordingly whereupon all monies owing to the Bank under the Loan(s) and these Terms and Conditions Governing Personal Loan together with all charges (if any) thereon shall immediately become due and payable to the Bank.

13.5 In case that the Borrower becomes unemployed after the Loan(s) has been disbursed, the Bank reserves the right to request any warranty from the Borrower to ensure the repayment can be made according to the monthly schedule that has been binding in these Terms and Conditions Governing Personal Loan.

14. DISCLOSURE OF INFORMATION

The Borrower irrevocably and unconditionally consents for the Bank and any officer of the Bank to disclose any customer information relating to the Borrower or any information whatsoever relating to the Borrower as the Bank shall consider appropriate to any person to whom disclosure is permitted or required by any statutory provision or law or to any other person wherever situate for any purpose whatsoever and it is hereby agreed that the Bank and any officer of the Bank may disclose the foregoing information to the fullest extent permitted by any statutory provision or law.

Without prejudice to the foregoing, the Borrower consents to such disclosure to any credit bureau or any other organization or corporation set up for the purpose of collecting and providing information relating to the credit standing of persons, and to the disclosure by such credit bureau or other organization or corporation to any member thereof, for the purposes of assessing the Borrower's credit worthiness or for any other purpose whatsoever. The rights conferred on the Bank herein shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between the Borrower and the Bank in relation to any information referred to herein nor shall any such other agreement be in any way prejudiced or affected by any provision herein. This consent and provision shall survive the termination of any or all of the Borrower's facilities with the Bank, and/or the termination of any relationship between the Borrower and the Bank, for any reason whatsoever.

15. TERMINATION

15.1 The Borrower may terminate the Loan(s) by:

- (a) giving the Bank written notice of such termination; and
- (b) paying all monies owing under the Loan(s) and these Terms and Conditions Governing Personal Loan together with all charges (if any).

15.2 Notwithstanding anything to the contrary herein, the Bank may at any time at its absolute discretion cancel the Loan(s) and terminate the Loan Agreement without giving any reason therefore and without prior notice to the Borrower to the extent not contrary to applicable law. All monies owing under the Loan(s) and these Terms and Conditions Governing Personal Loan together with all charges (if any) thereon shall immediately become due and payable on demand.

16 EXEMPTION FROM LIABILITIES

16.1 To the extent not contrary to applicable law, the Bank shall not be responsible for any losses or damages which the Borrower or any other person(s) may suffer or incur due to any delay or refusal of the Bank to grant or to continue to grant the whole or part of the Loan(s) to the Borrower and shall not be obliged to give any reason for such delay or refusal.

16.2 Without prejudice to the foregoing, and to the extent not contrary to applicable law, the Bank shall not in any event be responsible for or liable to the Borrower for any losses or damages which the Borrower may suffer in respect of any

revision of the amount, suspension or termination of the Loan(s), changes to any of these Terms and Conditions Governing Personal Loan or any other exercise of the Bank's rights under these Terms and Conditions Governing Personal Loan, at law or in equity.

17. STATEMENT OF INDEBTEDNESS

Any statement or certificate signed by the Bank regarding any amount and/or financial obligation which remains unpaid by Borrower under Personal Loan and Terms and Conditions, except for any manifest errors, is conclusive, final and binding on the Borrower for all purposes.

18. RIGHT OF SET OFF

In addition to any remedies, lien, right of set-off or other rights which the Bank may have under these Terms and Conditions Governing Personal Loan at law or in equity, the Bank shall be entitled at any time and without notice to the Borrower to combine or consolidate all or any of the Borrower's account(s) with the Bank whether held alone or jointly with any other person(s) or set-off to the credit of such account(s) (whether matured or not) in or towards the satisfaction of any or all outstanding balances and other liabilities due from the Borrower under the Loan(s) and these Terms and Conditions Governing Personal Loan.

19. SALARY DEDUCTION LOAN PROGRAM FOR EMPLOYEES IN COMPANIES³

In case the Borrower borrows loan under this Agreement by participating in and achieving the benefits from Salary Deduction Loan Program For Employee in Company of the Bank and the repayment of loan in This Agreement shall comply with the salary deduction specified in the Salary Deduction Loan Program For Employees In Companies of the Bank, the Borrower commits and ensures that the Borrower has made the authorization for the employer of the Borrower for the employer of the Borrower to conduct deductions in accordance with Salary Deduction Loan Program For Employees In Companies of the Bank . In the case of the repayment of loans under this Agreement is made according to the payroll program specified in the Salary Deduction Loan Program For Employees In Companies of the Bank, the Borrower agrees that all salary and other income of the Borrower will be used by the employer of the Borrower to pay directly into the borrower's loan account opened at the Bank.

- a) The amendment, supplement and/or replace the Terms and Conditions Governing Personal Loan by the Bank from time to time will be deemed to refer from these terms and is an indispensable part of The Terms and Conditions Governing Personal Loan.
- b) The Bank and the Borrower agree that the Bank notifies the employer of the employee on the employee's payment and request the company to support the payment on schedule.
- c) The Bank offers special rates for customers who have payroll or salary deduction through Standard Chartered. In case the Borrower has no payroll or salary deduction through Standard Chartered, the Bank has the right to collect monthly fees from customers who do not participate in this special program any more. Monthly fees are stated in the Loan Agreement.

³Only apply for Salary deduction program

20. OTHER TERMS AND CONDITIONS

The change of the Bank name for any reason, in all cases, will not lead to the termination of this Agreement and the Borrower must comply with its obligations under the provisions of this Agreement.

20.1 Any documents provided by the Borrower for the Bank to consider loan will not be returned to the Borrower, unless prescribed by law or in the discretion of the Bank.

20.2 The Borrower agrees that the Bank reserves the right to revalue or withdraw the loan of the Borrower in case of the Borrower resignation / termination of employment with the employer of the Borrower.

20.3 If the actual loan purpose differs with the agreed purpose between parties, the Bank has the right to withdraw the loan and request all the charges under this Agreement are made immediately and must be paid and the Borrower will have to compensate the Bank completely and fully with all complaints and requests related to proceeding and legal documents, losses and expenses including layer fees and other obligations, whether accidental or intentional, which can occur or incurred by the Bank.

20.4 The Borrower agrees to be bound by and to abide by the Bank's General Accounts Terms, and the Bank's Terms and Conditions Governing other Banking Services made available by the Bank from time to time. The Borrower

acknowledges that such terms and conditions may be amended by the Bank from time to time and the latest versions thereof are available for the Borrower's reference at any of the Bank's branches.

20.5 In the event of any inconsistency between the Bank's General Accounts Terms and where applicable the Bank's Terms and Conditions Governing other Banking Services made available by the Bank from time to time and those contained in these Terms and Conditions Governing Personal Loan, these Terms and Conditions Governing Personal Loan) (as may be amended, modified and supplemented from time to time) shall prevail.

21. AMENDMENTS

The amendment, supplement and/or replace the Terms and Conditions applied for Loan(s) by the Bank from time to time will be deemed to refer from these terms and is an indispensable part of The Terms and Conditions Governing Personal Loan.

21.1 To the extent not contrary to applicable law, the Bank may at any time at its absolute discretion and upon notice (whether in written form or otherwise) to the Borrower, change any one or more of these terms and conditions hereof as well as changing the loan details in my Loan Agreement including but not limited to loan amount, interest rate, equaled monthly installment amount, equaled monthly installment due date, tenor, first repayment date, last repayment date, etc.... Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

21.2 If the Borrower is not agreeable to such amendments, the Borrower must terminate the Loan(s) by written notice to the Bank before the said effective date and all sums owing and charges (if any) by the Borrower in respect of the Loan(s) and these Terms and Conditions Governing Personal Loan together with all charges (if any) thereon shall forthwith be paid to the Bank in full. Where the Borrower continues to use the Loan(s) shall be deemed to have agreed with and accepted such amendments.

21.3 The Bank may notify the Borrower of any changes to these Terms and Conditions Governing Personal Loan by:-

- (a) publishing such changes in the Statements of Account to be sent to the Borrower (if any);
- (b) displaying such changes at the Bank's branches or automated teller machines;
- (c) posting such changes on the Bank's website;
- (d) electronic mail or letter;
- (e) tariff of charge;
- (f) publishing such changes in any newspapers; or
- (g) such other means of communication as the Bank may determine in its absolute discretion.

22. LITIGATION, NOTICE AND RECEIPT OF LITIGATED DOCUMENTS

22.1 Any disputes between bank and customers can be solved at the competent Court in Ho Chi Minh city or Hanoi city

22.2 Any notice, court document, or other originating process in any legal action or proceeding, demand and other correspondence may be made by the Bank or by any person or firm acting as the Bank's agent or solicitor by serving the same on the Borrower personally or by leaving or ordinary mail to the Borrower's address registered with the Bank or last known to the Bank. Such notice, court document, originating process, demand and other correspondence shall be deemed to have been duly delivered to or served on the Borrower on the day of personal service or leaving or if sent by post on the next business day following the date of posting notwithstanding that it may be returned by the post office undelivered.

23. INDULGENCE NOT WAIVER

No failure or delay by the Bank in exercising or enforcing any right under these Terms and Conditions Governing Personal Loan shall prejudice, affect, impair or restrict any of the Bank's rights and powers under the Loan(s) and these Terms and Conditions Governing Personal Loan, at law or in equity, nor shall any waiver of any breach hereunder operate as a waiver of any subsequent breach.

24. SEVERABILITY

If any one or more of the provisions in these Terms and Conditions Governing Personal Loan are deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions Governing Personal Loan shall not in any way be prejudiced, affected or impaired.

25. GOVERNING LAW

These Terms and Conditions Governing Personal Loan shall be governed by and construed in accordance with the laws of Vietnam and the Borrower shall submit any dispute (if any) to the non-exclusive jurisdiction of the courts of Vietnam.

26. ASSIGNMENT AND TRANSFER

26.1 The Bank may assign any or all of its rights hereunder without the Borrower's consent. The Borrower may not assign any of its rights hereunder without the Bank's prior written consent.

26.2 These Terms and Conditions Governing Personal Loan shall be binding and ensure to the benefit of the Bank and the Borrower and the Bank's successors or assigns and shall continue to be binding on the Borrower notwithstanding:

- (a) any change in name or constitution of the Bank; or
- (b) any consolidation or amalgamation of the Bank into or with any other entity; in the event of such consolidation or amalgamation, such entity shall be substituted for the Bank in relation to these Terms and Conditions Governing Personal Loan which shall continue in full force and effect as between the Borrower and such entity.

26.3 The Borrower agrees that the Bank may assign or transfer, subject to fulfillment of any applicable legal and regulatory requirements, any or all of its rights and obligations under these Terms and Conditions Governing Personal Loan and any other agreements from time to time entered into by the Borrower with, or in favor of, the Bank's branches in Vietnam (the "SCB documents") to any credit institution licensed to conduct banking operations in Vietnam, including any affiliate of the Bank (each a "transferee"), whereupon the transferee will assume all of the rights and obligations of the Bank assigned or transferred to it. The Borrower confirms that, upon any such assignment or transfer taking effect, all rights and obligations of the Bank and any accounts so assigned or transferred shall become rights or obligations of the transferee, and that any rights of the Bank so assigned may be enforced by the transferee against the Borrower as if the transferee had been a party to, or a beneficiary of, any relevant SCB documents in place of the Bank. The Borrower further agrees that it will execute and deliver all such additional documentation and cooperate with the Bank and any transferee in effecting any necessary filings or registrations or any amendments to any relevant SCB documents in relation to, or which the Bank or the transferee notifies the Borrower may be necessary or appropriate as a result of, such assignment and transfer, and that as of the date of the transfer the Borrower shall have no further claim against the Bank and its affiliates for any matter arising out of the SCB documents.

27. LANGUAGE

These Terms and Conditions Governing Personal Loan are made in Vietnamese and English. In case of any discrepancies or inconsistencies between English and Vietnamese versions, the Vietnamese version will prevail.