In consideration of Standard Chartered Bank (Vietnam) Limited (the “Bank” – as defined below) offering the Personal Loan (as hereinafter defined) to the Borrower (as hereinafter defined) 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the Borrower agrees to be bound by these Terms and Conditions Governing Personal Loan as amended, supplemented, and/or superseded by the Bank from time to time.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 and payment for the Personal Loan, and which may survive the termination of the Personal Loan and relevant Loan Agreement;

“Application Form” refers to the application form as prescribed by the Bank pursuant to which the Borrower has applied or may apply for the Personal Loan and/or such letter(s), commitment, arrangement or agreement between the Bank and the Borrower from time to time in relation to the Personal Loan as may be revised, supplemented, varied or superseded by the Bank from time to time in its absolute discretion;

"Approved Loan Amount" refers to the limit of the Personal Loan approved by the Bank including the approved loan and the premium of Credit Life Insurance (if any) from time to time for use under the Personal Loan;

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

"Borrower" refers to a holder of the Personal Loan whether alone or jointly with any other person;

“Collateral” refers to current account(s) (which may be or include the Account) or deposit stated in the Loan Agreement which is to be security to the Bank and is applicable to partially secured and fully secured Personal Loan only;

"Event of Default" refers to any of the events listed in Clause 8.1;

"Loan Agreement" refers to all agreements, notices, letters in respect of the Personal Loan, including but not limited to loan agreement, notification letter and acknowledgment letter 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 at its sole discretion; and

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

“Group of related clients” means two or more clients which have a credit relationship with the credit institution and which fall into one of the following categories:

a. Parent company with its subsidiary and vice versa; credit institution with its subsidiary and vice versa; subsidiary of one parent company or one credit institution with each other; a Manager or a member of the
Board of Controllers of a parent company or credit institution or an individual or organization with the authority to appoint people to such positions with the subsidiary company and vice versa.

b. A company or credit institution with the managers and members of the Board of Controllers of such company or institution or with the company or organization with the power to appoint such people and vice versa

c. A company or credit institution with individuals and organizations owing 5% or more of the charter capital or voting shareholding capital in such company or institution, and vice versa:

d. People in a family relationship with each other, comprising a spouse, natural or adopted child, natural or foster parent, and siblings including the spouse of such people;

e. A company or credit institution with people in a family relationship as defined in sub-clause (d) above with a manager, member of the board of controllers, capital contributor or shareholder owning 5% or more of the charter capital or voting shareholding capital in such company or institution, and vice versa;

f. An individual authorized to act as representative of any of the organizations or individuals stipulated in sub-clauses (a), (b), (c), (d), and (f) above with the principal; individuals authorized to act as capital contribution portion representatives in the same organization, as with each other;

f. Any group of individuals or organizations with the ability to control the decision-making or operation of a company or credit institution via the general meeting of shareholders or members council of such company or institution

Unless the context requires otherwise, words denoting the singular number shall include the plural and vice versa. Words denoting the masculine gender shall where the context so admits include all genders. 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 Personal Loan 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 Personal Loan 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. PERSONAL LOAN

3.1 The Approved Loan Amount and availability period and term of the Personal Loan shall be notified by the Bank to the Borrower subject to the Bank’s authorities.

3.2 The Approved Loan Amount can be reviewed by the Bank from time to time. The Bank may at its sole discretion cancel, modify or otherwise vary the Approved Loan Amount, or revise, restructure or convert the Personal Loan to such other facility type on such terms and conditions as may be determined by the Bank.

3.3 The purpose of the Personal Loan shall be specified in the Loan Declaration and the Borrower agrees and undertakes to apply all amounts of the Personal Loan provided by the Bank in or towards such purpose.

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.

4.2 The Borrower shall be deemed to agree with the Approved Loan Amount granted by the Bank and all relevant terms and conditions of the Personal Loan by the manner of the withdrawal action on any partial or full amount of the disbursement amount which was disbursed into the Borrower’s bank account.

4.4 If Borrower fails to withdraw the Approved Loan Amount partially or in full from his/her Account and fails to sign the Acknowledgment Letter in relation to the Personal Loan within 10 days from the loan disbursement day, the Bank shall reserve the right to revoke the disbursed Approved Loan Amount by automatically debiting such amount from the Borrower’s account and deem that the Borrower has not been in agreement with Personal Loan. The Bank shall cancel the Personal Loan in its discretion without having to explain or notify further to the Borrower. Notwithstanding as mentioned, such cancellation shall not exclude the Borrower from any related responsibilities which has been accrued until the time of cancellation.

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 shall 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. The Bank reserves the right to vary the due date of payment at its absolute discretion without prior notice to the Borrower to the extent not contrary to applicable law.

5.5 The repayment amount shall include principle, interest, all charges and fees (if any) of the amount of the Personal Loan as notified by the Bank. The 1st repayment will be paid by the Borrower within the due date after the Personal Loan has been disbursed to the Borrower.

5.6 The Personal 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 Personal Loan 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 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 Personal Loan 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 Personal Loan before the maturity date, the Borrower shall give the Bank prior irrevocable written notice of its intent to prepay the Personal Loan 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 personal loan 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.

6. INTEREST

6.1 Interest is calculated by year which one year conclude 12 months

6.2 Interest on the Personal Loan 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 Personal Loan are paid in full as well as before and after any judgment obtained in respect of any outstanding amount of the Personal Loan.

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.

6.4 All interests and penalties which pass the loan tenor stated on the contract (includes but unlimited of late payment/ odd day interest/ perrnalty) will be paid same as early redemption fee.
6.5 The Bank shall be entitled at its absolute discretion to determine or vary the rates and basis of calculation of interest payable by the Borrower under these Terms and Conditions Governing Personal Loan without prior notice and without giving any reason to the extent not contrary to applicable law and the same shall be payable by the Borrower on demand or at such time as the Bank may deem fit.

7. CHARGES, COSTS, EXPENSES AND TAXES

7.1 The Borrower shall pay to the Bank all charges and/or fees in respect of the Personal Loan 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 at its absolute discretion 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.

7.3 All legal fees and such other reasonable costs, expenses, disbursements and taxes incurred by the Bank in creating, perfecting and enforcing the Bank's rights under the Personal Loan and these Terms and Conditions Governing Personal Loan or otherwise in administering, demanding and collecting payment of any monies due under the Personal Loan and these Terms and Conditions Governing Personal Loan including but not limited to legal costs and any goods and services tax thereon shall be borne by the Borrower on a full indemnity basis.

8. REFUND

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 Personal Loan which is repayable on demand, the Borrower shall immediately repay, on demand, the Personal Loan and interest on the Personal Loan which are outstanding and unpaid, and all other charges and moneys payable in relation to the Personal Loan upon any of the following events of default happening:

(a) any of the installment repayments of the Personal Loan and/or interest payable under the Loan Agreement and these Terms and Conditions Governing Personal Loan are not paid when due;

(b) any other money that the Borrower owes the Bank under the Personal Loan is not paid when due;

(c) The Borrower fails to pay on the due date any amount that the borrower must pay under this Agreement or does not comply with any obligation of the Borrower under this Agreement or any guarantee document.

(d) 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;

(e) 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 this Agreement;

(f) The Bank has the right to sue and request the employer to pay money directly instead of employee in the event of late payment without any additional notice in case company chose the Salary Deduction for Employees working in company..

(g) The bank will collect penalty interest on outstanding balance and any overdue payments in the event of violations. The interest penalty will be calculated as outlined in the Loan Agreement.

(h) 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 Personal Loan;

(i) 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 (1)

(j) 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;

(k) If the Borrower dissolves or there is any change whatsoever in the Borrower’s constitution because of death or retirement or removal of any member or the introduction of any new member without earlier written consent by the Bank; 2

(l) The Borrower dies or becomes loss of capacity for civil act;

(m) If the Borrower has ceased or threatens to cease to carry on the Borrower's business, or in the Bank’s opinion, the Borrower's business is in jeopardy, or any governmental authority take any action that would prevent the Borrower from carrying out all or any substantial part of its business;

(n) 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 Personal Loan, as varied from time to time, is or becomes untrue;

(o) 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 its sole discretion;

(p) 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 defence or security and other similar special circumstances, all or any substantial part of the property or other assets of the Borrower;

(r) 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;

(s) 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

(t) 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.
10. JOINT ACCOUNT

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

10.2 Where the Personal Loan 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. BORROWER'S PARTICULARS

11.1 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.

11.2 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 Personal Loan may be terminated at the Bank's absolute discretion and the Personal Loan closed accordingly whereupon all monies owing to the Bank under the Personal Loan and these Terms and Conditions Governing Personal Loan together with all charges (if any) thereon shall immediately become due and payable to the Bank.

12. REPRESENTATIONS AND WARRANTIES

12.1 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 Personal Loan 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.

12.2 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.

12.3 The Borrower confirms that the Bank is entitled to rely on the said information, declarations, representations and warranties in granting the Personal Loan 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 Personal Loan to him.

12.4 The Bank agrees to offer the Personal Loan 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 Personal Loan. Moreover, the
Personal Loan may be terminated at the Bank's absolute discretion and the Personal Loan closed accordingly whereupon all monies owing to the Bank under the Personal Loan and these Terms and Conditions Governing Personal Loan together with all charges (if any) thereon shall immediately become due and payable to the Bank.

12.5 In case that the Borrower becomes unemployed after the Personal Loan 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.

13. 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.

14. TERMINATION

14.1 The Borrower may terminate the Personal Loan by:

(a) giving the Bank written notice of such termination; and

(b) paying all monies owing under the Personal Loan and these Terms and Conditions Governing Personal Loan together with all charges (if any).

14.2 Notwithstanding anything to the contrary herein, the Bank may at any time at its absolute discretion cancel the Personal Loan 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 Personal Loan and these Terms and Conditions Governing Personal Loan together with all charges (if any) thereon shall immediately become due and payable on demand.

15 EXEMPTION FROM LIABILITIES

15.1 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 Personal Loan to the Borrower and shall not be obliged to give any reason for such delay or refusal.

15.2 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 Personal Loan, 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.

16 STATEMENT OF INDEBTEDNESS

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 Personal Loan and these Terms and Conditions Governing Personal Loan.

17. 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 Personal Loan and these Terms and Conditions Governing Personal Loan.

18. SALARY DEDUCTION LOAN PROGRAM FOR EMPLOYEES IN COMPANIES

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 applied for 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 Most Important Document of the Application for Banking Relationship form.

19. CREDIT LIFE INSURANCE

The Borrower has the right, and not obligation to buy Credit Life Insurance in order to protect the Borrower against any risks of payment incapacities in case of disability / death. The premium of Credit Life Insurance, if opted, may be paid either separately by the borrower or included in the Loan amount. Any cancellation of Credit Life Insurance shall not be made after 21 calendar days following the first drawdown.
1. If the insurance premium is paid separately by the borrower: any cancellation in full or in part of the Credit Life Insurance Premium amount shall be credited to the borrower's account opened at the Bank;

2. If the insurance premium is included into the loan amount, as stated under Article 1 above, any cancellation in full or in part of the Credit Life Insurance Premium amount shall be automatically deducted from the loan outstanding amount.

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 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.

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 Personal Loan 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 Personal Loan 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 Personal Loan 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 Personal Loan 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.

26.4 The Borrower allows the Bank to outsource the management and/or collection of debt as well as the litigation process to a third party at discretion of the Bank.

Terms and conditions governing personal loan is an indispensable part of the Personal Loan Agreement, but the Personal Loan Agreement will be separately signed. The applicant/ Borrower admitted to carefully read, understand and agree with all the above terms and conditions.

Signature of the applicant/Borrower
Full name
Date

1 SCB may want to clarify “affiliate”.