SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

DRAFT

LOAN AGREEMENT

Number:.../...../.....-.....

- Pursuant to Circular No. 09/2015/TT-BTC of the Ministry of Finance dated 29/01/2015[1];

- Based on the needs of both parties;

Today, ... month..... In ....., at the head office of ..... Company, we include:

LENDER: ..... COMPANY

Business License: No . ... by the Department of Planning and Investment of Ho Chi Minh City issued for the first time on ...../...../.....
Address: .....
Legal representative: ..... …… Title: .....
***(Hereinafter referred to as Party A*)**

BORROWER: ..... COMPANY

Business license: No. .....issued by the Department of Planning and Investment of the city ..... for the first time on ...../...../.....
Address:.....
Legal representative: ..... Title: .....
***(Hereinafter referred to as Party B*)**

The two parties agree to sign a loan contract according to the following terms:

Article 1: Loan amount - Purpose of use - Disbursement method

1.1. Party A agrees to lend Party B the following amount: ..... VND
(In words: ..... VND).
1.2. Loan purpose: .....
1.3. Disbursement method:
- Disbursement in several installments or in one installment.[2]
- Disbursement method: Bank transfer.

Article 2: Loan term - Loan interest rate - Overdue debt interest rate

[1] In case the State amends or replaces the legal documents stated in the basis of this contract, it shall record according to the number and name of the new document that has been changed.
[2] Specified according to the agreement of the parties at the time of signing the Contract.

2.1. Loan term: ..... monthsfrom the date of disbursement or if the borrower wishes to borrow further, the two parties shall sign an Appendix to the contract to extend the loan term.

2.2. Loan interest rate: .....%/year.

2.3. Interest rate on overdue debts: Equal to 150% of the interest rate specified in Clause 2.2, Article 2 at the time of overdue debt transfer and calculated from the date of overdue debt transfer.

Article 3: Repayment of principal and interest

3.1. Principal repayment: the principal debt is paid once or many times but must not be later than the loan term specified in Clause 2.1, Article 2, the Borrower is allowed to repay the debt ahead of time without incurring any upfront penalty.

3.2. Interest Payment: Interest is calculated starting from the date the Borrower receives the disbursement from the Lender.

Loan interest is paid at the end of the quarter and calculated according to the following formula:

Interest payable amount = Interest calculation balance x Interest rate (%/year) x Actual loan days: 365 days.

The actual number of loan days will be calculated from the date the Borrower receives the debt with the Lender.

3.3. The principal and interest of the loan are paid in Vietnamese dong.

3.4. In case the due date falls on a Sunday or public holiday or any day on which the Lender is not working, the next day will be the due date and the interest will still be calculated until the actual payment date.

3.5. The two parties may clear the obligation to pay principal and interest for other purchase and sale transactions including the purchase and sale of shares of enterprises, assets and goods in the business portfolio of the two enterprises.

Article 4: Rights and obligations of the Lender

4.1. The lender has the right to:

- Request Borrower provide documents related to loans, production and business situation, financial statements (if any);
- Rejection of invalid withdrawal offers and/or Lender find it inappropriate;
- Checking before, during and after lending to ensure the safety of lending capital;
- When the loan is due and Borrower if they do not take the initiative to repay debts, Lender have the right to send written requests Borrower to repay debts.
- Initiating a lawsuit against the Borrower for breach of the Loan Contract.

4.2. Lender obliged:

- Strictly implement the agreement in the loan contract.
- Archive loan dossiers in accordance with the provisions of law.

Article 5: Rights and obligations of the borrower

5.1. The Borrower has the right to:

a. Reject the Lender's requests in contravention of the agreements in the Loan Agreement.
b. Complaining and initiating lawsuits for violations of loan contracts in accordance with law.
c. In case the Borrower has paid part of the loan to the Lender and wishes to re-borrow, the Lender may disburse the loan to the Borrower for on-lending within the term of the contract or the valid addendums, but ensure that the total outstanding debt does not exceed the amount specified in Clause 1.1, Article 1 of this Contract.

5.2. The Borrower is obliged to

a. To provide adequate, timely and truthful information and documents related to the loan and take responsibility for the accuracy of the information and documents provided.
b. Use the loan money for the right purposes and strictly comply with other contents agreed upon in the loan contract.
c. Create conditions when the Lender needs to check the use of loans.

Article 6.- Handling of violations

6.1. Violations of the loan contract of either party will be handled in accordance with the lending regulations of the State Bank and current legal regulations.

6.2. The two parties have the right to complain, institute a lawsuit or request a trial when there is a dispute over the performance of the loan contract at a competent court in accordance with law.

Article 7: Implementation provisions

7.1. This loan contract is effective from the date of signing until the Borrower fully repays the loan debt (principal, interest) and related expenses to the Lender. When the Borrower pays off the loan debt, the Loan Contract is automatically liquidated.

7.2. All changes and supplements to the terms of the loan contract must be agreed upon by the parties in the Contract Appendix. This contract addendum is an integral part of the contract.

This loan contract shall be made in 02 (*two*) copies of equal value. The Borrower keeps 01 (*one*) copy, the Lender keeps 01 (*one*) copy for implementation.

REPRESENTATIVE OF PARTY A **REPRESENTATIVE OF PARTY B**