

Draft

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

LOAN AGREEMENT

No.: .../...../-.....

- Pursuant to Circular No. 09/2015/TT-BTC issued by the Ministry of Finance dated January 29, 2015¹;

- Pursuant to the needs of both parties;

Today, on day month year, at the head office of Company, we include:

LENDER: COMPANY

Business License No.: issued by the Department of Planning and Investment of City on/...../.....

Address:

Legal Representative: Position:

(Hereinafter referred to as “Party A”)

BORROWER: COMPANY

Business License No.: issued by the Department of Planning and Investment of City on/...../.....

Address:

Legal Representative: Position:

(Hereinafter referred to as “Party B”)

Both parties agree to enter into this Loan Agreement under the following terms and conditions:

Article 1: Loan Amount - Purpose - Disbursement Method

1.1. Party A agrees to lend Party B an amount of: VND

¹ In the event that the State amends or replaces any of the legal documents cited in the basis of this contract, such changes shall be recorded according to the number and title of the newly issued documents.

(In words: Vietnamese Dong).

1.2. Loan purpose:

1.3. Disbursement method:

- Disbursement may be made in multiple installments or in a single installment.²

- Disbursement method: Bank transfer.³

Article 2: Loan Term - Interest Rate - Overdue Interest Rate

2.1. Loan term: months from the disbursement date, or if the Borrower needs an extension, both parties will sign an Addendum to extend the loan term.

2.2. Interest rate:%/year.

2.3. Overdue interest rate: 150% of the interest rate specified in Clause 2.2, Article 2 shall apply to any overdue principal or interest payments, calculated from the due date until full payment.

Article 3: Repayment of Principal and Interest

3.1. Repayment of principal:

The principal shall be repaid in a lump sum on the last day of the loan term or in multiple installments, provided that the final principal repayment date does not exceed the end of the loan term specified in Clause 2.1, Article 2 (“**Principal Repayment Date(s)**”). The Borrower may repay the loan early without incurring any prepayment penalty.

3.2. Repayment of interest:

Interest shall accrue from the date the Borrower receives the disbursed funds from the Lender.

Interest payments shall be made on the last day of each quarter (“**Interest Payment Date**”) and calculated as follows:

Interest payable = Outstanding principal × Interest rate (%/year) × Actual days / 365 days.

3.3. Repayment of principal and interest shall be made in Vietnamese Dong.

² To be specifically determined based on the agreement of the parties at the time of signing the Contract.

³ Detailed account information of the Borrower and the Lender shall be specified at the time of signing each specific Contract.

3.4. If a Principal Repayment Date or Interest Payment Date falls on a non-working day, the due date shall move to the next working day, and interest continues to accrue until payment.

3.5. Both parties may offset obligations for principal and interest payments against other obligations arising from transactions such as share purchases, asset transactions, or goods.

Article 4: Rights and Obligations of the Lender

4.1. The Lender has the right to:

- Request documents related to the loan, business operations, financial statements (if any);
- Reject invalid drawdown requests and/or requests deemed inappropriate;
- Inspect before, during, and after the loan to ensure capital safety;
- Send written requests for repayment and apply the overdue interest rate;
- Initiate legal proceedings against breaches.

4.2. The Lender is obligated to:

- Perform as agreed, pay principal and interest on time, pay overdue interest, provide documents at the Lender's request;
- Maintain loan records as required by law.

Article 5: Rights and Obligations of the Borrower

5.1. The Borrower has the right to:

- Refuse requests inconsistent with this Agreement;
- File complaints or initiate lawsuits;
- Request additional disbursements within limits if partially repaid.

5.2. The Borrower is obligated to:

- Provide complete, timely, truthful information and be responsible for its accuracy;
- Use the loan for the agreed purpose;
- Facilitate inspections.

Article 6: Handling of Breaches

6.1. Breaches are handled per regulations of the State Bank of Vietnam and applicable laws.

6.2. Both parties may file complaints, initiate lawsuits, or request adjudication at competent courts.

Article 7: Implementation Provisions

7.1. This Agreement is effective from the date of signing until the Borrower fully repays the loan (principal, interest) and related costs. Upon full repayment, this Agreement automatically terminates.

7.2. Amendments must be made in written Addenda, forming an integral part of this Agreement.

This Agreement is made in two (02) originals of equal validity. Each party keeps one (01) original.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B