

# ANZ PERSONAL LOAN TERMS AND CONDITIONS

EFFECTIVE 22<sup>ND</sup> MAY, 2017

ANZ Bank (Vietnam) Limited - ANZ Personal Loan Terms and Conditions - Version 05/2017

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EFFECTIVE 22<sup>ND</sup> MAY, 2017

## General acknowledgment:

These ANZ Personal Loan Terms and Conditions (these "Terms and Conditions"), together with the Personal Loan Application Form and Agreement (the "Application Form"), constitute the Loan Agreement between the Bank and the Borrower. By entering into the Loan Agreement, evidenced by the signing of the Application Form, the Borrower agrees to be bound by the terms and conditions of the Loan Agreement.

These Terms and Conditions apply together with ANZ General Terms and Conditions - Retail Banking and any other product and service terms and conditions applicable to the products and services provided to the Borrower. These Terms and Conditions are available upon request at any ANZ branch. Unless otherwise specified, if there is an inconsistency between these Terms and Conditions and other terms and conditions applicable to the Borrower, these Terms and Conditions will prevail.

The Borrower represents and warrants to the Bank that at all times as long as the Loan subsists all the information provided by the Borrower to the Bank is true and correct in all respect and the Borrower has disclosed all material information concerning the assets or financial conditions of the Borrower as well as information that may affect the ability of the Borrower to perform its obligations under these Terms and Conditions.

## Definitions:

The following definitions apply throughout these Terms and Conditions, unless otherwise provided:

**"ANZ"** or **"Bank"** means ANZ Bank (Vietnam) Limited or any of its assigns or successors.

**"Business Day"** means a day (other than Saturday, Sunday or public holidays in Vietnam) on which ANZ is open for the transaction of ordinary banking business in Vietnam.

**"Loan"** means the personal loan provided by the Bank to the Borrower.

**"Borrower"** means the person who signed the Application Form to apply for a Loan from the Bank.

### 1. Loan and Disbursement

- 1.1. The Loan shall be available to the Borrower for only one drawdown after the Application Form is approved by the Bank.
- 1.2. The Bank's decision in respect of the tenor, amount, and interest rate of the Loan shall be conclusive and binding on the Borrower notwithstanding the Borrower's request in the Application Form, unless the Borrower explicitly expresses their objection to such terms and conditions before disbursement of the Loan. In such case, the Loan will not be disbursed.
- 1.3. The Borrower shall open maintain a salary account or a VND transaction account (the "Account") at the Bank for the purpose of this Loan until all outstanding amounts under the Loan have been fully repaid. The Loan shall be disbursed in Vietnamese Dong into the Account.

## 2. Interest and Fees

- 2.1 Interest rate shall be calculated on the basis of a year of 360 days. This interest rate can be converted to a rate on the basis of a year of 365 days by dividing by 360 and multiplying with 365.
- 2.2 Interest shall be accrued on a daily basis, calculated based on the actual outstanding balance of the Loan and calculated from the date of disbursement of the Loan.
- 2.3 The Bank may change the method of calculation, frequency and any repayments terms with prior notice to the Borrower in accordance with Clause 13.
- 2.4 The Borrower acknowledges and agrees that if the accrual calculation method used by the Bank results in a residual outstanding balance to be repaid on the last instalment, this will form part of the final instalment and shall be paid together with the final instalment.

## 3. Repayment

- 3.1 The Borrower shall repay the Bank all amounts due and payable along with any accrued interest and any other fees which may be applied to the Loan on its due date. Repayment shall be made in Vietnamese Dong.
- 3.2 Principal and interest of the Loan shall be repaid by equal instalments on a monthly basis (**the "Monthly Instalment"**) on the repayment date as specified in the Personal Loan Drawdown Letter by way of debiting the Account of the Borrower until the Loan is repaid in full.
- 3.3 The Bank may from time to time allow repayment with an amount other than the Monthly Instalment.
- 3.4 Any repayment made by the Borrower shall be applied to repay any due fees, interest, and principal, unless otherwise required by the laws of Vietnam.

## 4. Extension of Repayment Date

Extension of repayment date or restructuring of repayment of the Loan may be allowed at the Bank's sole discretion and in accordance with the laws of Vietnam.

## 5. Event of Default

Each event listed below shall be an Event of Default:

- (a) Non-payment: the Borrower fails to repay in full any amount due and payable to the Bank on the due date;
- (b) Breach of obligations: the Borrower breaches any of its undertakings or obligations under the Loan Agreement;
- (c) Mis-representations: any representations or information provided by the Borrower to the Bank (whether oral or written) is untrue or incorrect or may cause misunderstanding in any material aspect;
- (d) Illegality: the Loan is used for illegal purpose or the provision or continuing provision of the Loan will cause the Bank to breach any laws of Vietnam;
- (e) Material adverse effect: circumstances arise (including the case where the Borrower is placed under criminal investigation by the authority for whatever reason) that, in the Bank's opinion, might be expected to have a material adverse effect on the Borrower's assets or financial condition, or the Borrower's ability to perform its obligations under the Loan Agreement;
- (f) The Borrower dies, is declared to have been dead or missing, becomes insolvent or admits his/her inability to pay any debts to any of his/her creditors;

- (g) Mental incapacity or poor health or restricted capacity for acting: If the Borrower is of unsound mind, or is incapable of conceivability or of controlling its behaviours, or has restricted capacity for acting or loses its health or is in seriously poor health condition;
- (h) Any order, expropriation, attachment, or execution of any authority affects the assets of the Borrower or the Borrower's ability to perform its obligations under the Loan Agreement;
- (i) Cross-default: any outstanding loan owing to the Bank by the Customer under any agreement other than this Loan Agreement has not been paid when it comes due or upon the expiry of any applicable grace period;
- (j) The Borrower no longer resides in Vietnam.

## 6. The Bank's rights upon an Event of Default

At the occurrence of any Event of Default, the Bank may take any or all of the following actions:

- (a) Declare due and payable and demand repayment of any outstanding amount along with any accrued interest and fees and such amounts shall become due and payable immediately;
- (b) Without prior notice to the Borrower, take any action or do anything to recover any amount owed by the Borrower to the Bank including but not limited to seizure and/or set off any assets of the Borrower which comes to the possession of the Bank, appoint an agent to deal with and collect the debt from the Borrower, initiate legal proceedings or any other actions as the Bank may deem appropriate;
- (c) Block the Account and/or any other accounts of the Borrower at the Bank and debit any credit balances in such accounts towards satisfaction of any amount owed by the Borrower to the Bank without any notice. If the currency in such account is not Vietnamese Dong, the Bank shall be entitled to convert such currencies into Vietnamese Dong at the prevailing rate applicable by the Bank;
- (d) Use any payment made by the Borrower (regardless of whether the Borrower instructs otherwise or for other purpose) for the repayment of any outstanding amount due by the Borrower to the Bank;
- (e) Notify of and provide information on any breach by the Borrower of its payment obligations, to competent authorities (including police agency, tax agency, and business registration agency), the Borrower's employer, debt collection agents and any other third party as determined by the Bank. The Borrower agrees that the Bank may do such things without notice to the Borrower;
- (f) Institute legal proceedings at competent courts for claiming the Borrower to repay the outstanding amount due by the Borrower to the Bank;
- (g) Other rights under the Loan Agreement and pursuant to Vietnamese law.

## 7. Default Interest and Fees

### 7.1 Default Interest

- (a) If the Borrower fails to pay any principal amount payable by it under the Loan Agreement within 3 (three) calendar days from on its due date, default interest at a rate of 150% above the applicable interest rate for the Loan shall accrue on the overdue principal amount from the due date up to the date of actual payment (both before and after judgment).
- (b) If the Borrower fails to pay any interests amount payable by it under the Loan Agreement within 3 (three) calendar days from on its due date, default interest at a rate of 10% per annum shall accrue on the overdue interests amount from the due date up to the date of actual payment (both before and after judgment).

(c) Any default interest is immediately payable on demand. Upon Borrower's full payment of the default interests and all Monthly Instalment(s) due but remaining unpaid, payment of principal and interest of the Loan shall be restored to the payment mechanism as provided in Clause 3.2.

#### 7.2 Fees

The Bank may impose fees and charges in connection with the Loan, which are as set out in ANZ Personal Loan Schedule of fees and charges from time to time. The Bank reserves the right to change such fees and charges at any time in the manner as set out in Clause 16.2

### 8. Prepayment and Cancellation

8.1 The Borrower may request prepayment or cancellation of the Loan (or all outstanding thereof) by sending a written request to the Bank, provided that no prepayment or cancellation request can be made for the period of 6 (six) months from the date of disbursement of the Loan. Any amount prepaid or cancelled must be made in full along with any accrued interest in Vietnamese Dong on the proposed prepayment date. The Bank reserves the right to accept or refuse any such prepayment or cancellation.

8.2 An early repayment and/or cancellation fee shall be paid at the rate of 5.00% of the prepaid amount for the first 3 years or 2.00% of the prepaid amount from the 4th year onward (provided that such fee shall be minimum VND1,500,000). The Bank reserves the right to change such fee at any time in the manner as set out in Clause 16.2.

### 9. Authorisation, Debit and Indemnity

9.1 The Bank is hereby authorised to debit the Account or any other accounts of the Borrower at the Bank to repay any amount due and payable to the Bank.

9.2 The Borrower undertakes to indemnify the Bank against all costs, expenses, losses and damages (including lawyer and other legal fees) the Bank may incur as result of the Borrower's failure to comply with any of his/her obligations under the Loan Agreement.

9.3 All payments to be made by the Borrower to the Bank shall be made free and clear of and without deduction, claim, tax, withholding or condition of any forms, unless the Borrower is required by applicable laws to make such deduction, claim, tax, withholding or condition, in which case the sum payable by the Borrower shall be increased to the extent necessary to ensure that the Bank receives a sum net of any deduction, claim, tax, withholding or condition, equal to the sum which it would have received had no such deduction, claim, tax, withholding or condition been made.

### 10. Use of Loan

10.1 The Borrower agrees that the Loan shall be used for the purpose stated in the Application Form during the tenor of the Loan and to disclose all information concerning material changes in the use of the Loan or as may be required by the Bank.

10.2 The Borrower undertakes to use the Loan for purposes permitted under the laws of Vietnam. The Bank may at any time request the Borrower to provide information with respect to the use of the Loan or make any investigation for such purpose.

### 11. Borrower is dead or no longer resides in Vietnam

The Borrower acknowledges and agrees that if the Borrower dies before the Loan is paid in full, or the Borrower is totally unable to work for any reason, or no longer resides in Vietnam, the repayment obligation of the Borrower shall be assumed by his legal inheritors or receivers or authorised persons or shall be deducted from his assets regardless where such assets are located or under controlled of any persons. The Borrower hereby undertakes to procure that such persons will be duly informed and agree to this arrangement immediately upon the Bank's

acceptance of the Loan. The Bank shall not be liable or responsible for any actions it may take in relation to such persons or assets of the Borrower towards satisfactions of repayment of the Loan.

### 12. Disclosure of Information

12.1 The Borrower agrees and acknowledges that ANZ is authorised to disclose any information regarding the Borrower (including, without limitation, relating to any of their transactions, financial condition, account(s) and services) to any or all of the following persons:

- (i) any actual or proposed assignee of ANZ, or participant or sub-participant in or transferee of any of its rights in relation to the Borrower under a duty of confidentiality to ANZ or any ANZ Group Member;
- (ii) ANZ's head office, offices, branches, subsidiaries, associated or affiliated entities ("ANZ Group Members"), employee or agent of ANZ;
- (iii) any auditors or professional advisers of ANZ or any ANZ Group Member under a duty of confidentiality to ANZ or any ANZ Group Member;
- (iv) any agents or third party service providers of ANZ or any ANZ Group Member who are under a duty of confidentiality to ANZ or any ANZ Group Member;
- (v) any relevant authority or other person with lawful or regulatory authority as ANZ shall in its absolute discretion deem necessary or desirable from time to time;
- (vi) any person when required to do so pursuant to subpoena or other court process issued out of any applicable jurisdiction;
- (vii) any person when otherwise required to do so in accordance with the laws of any applicable jurisdictions; and
- (viii) any local or foreign authority with whom ANZ or any ANZ Group Member has an agreement or arrangement which requires customer or account information to be disclosed, whether the disclosure is made directly by ANZ or through another ANZ Group Member

12.2 The Borrower also agrees and acknowledges that any ANZ Group Member may transfer any of the above information to any party referred to above to whom it is authorised to disclose the same notwithstanding that such party's principal place of business is outside of the Borrower's country of domicile or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of the Borrower's country of domicile.

### 13. Notifications and Communications by ANZ

Any notice, correspondence or other communication from ANZ to the Borrower may be given in any manner set forth below to the address, telephone/fax number or email set out in the Application Form, and will be deemed duly received by the Borrower:

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by fax transmission, on the date that transmission is received in legible form;
- (iii) if sent by ordinary mail (not certified or registered mail), on the 5th Business Day (at the address to which it is posted) after posting;
- (iv) if sent by certified or registered mail (airmail, if overseas) or equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted;

- (v) if sent by email, SMS or other electronic means, at the time sent to the recipient unless ANZ receives an automated message that the message has not been delivered;
- (vi) (A) if displayed on ANZ's website at www.anz.com/vietnam, 30 days from the date of displaying on such website; (B) if displayed in any of ANZ's branches or offices in Vietnam, 30 days from the date of such display; or (C) if displayed by advertisement in major daily or national newspapers or mass media, 2 days from the date of such advertisement.

#### 14. Instructions and Communications by Borrower

- 14.1 The Borrower authorizes the Bank to perform activities that the Bank considers appropriate upon the instructions of the Borrower to the Bank. The Borrower's instructions may be notified or communicated by the Borrower to the Bank from time to time by mail, e-mail, telephone, telex or facsimile. The Bank may (but not obliged) require the instructions to be contained or sent in a particular form or require the instructions to be confirmed in writing or otherwise before the Bank acts on the instructions.
- 14.2 The Borrower agrees that any instruction, notification, acceptance or communication given by the Borrower to the Bank shall be binding on the Borrower. The Borrower further agrees that by calling or accepting calls from the Bank or any of the Bank's authorized third party, the Bank or the Bank's authorized third party may record the Borrower's telephone communications. The Borrower agrees that such taped or recorded communications may be used by the Bank or any third party, for any purpose, including being used as evidence in any proceedings, judicial or administrative matter. The Borrower agrees that the Bank may charge fees and other expenses with respect to processing instruction of the Borrower instructed on phone.
- 14.3 The Bank, however, reserves the right to refuse to accept such instructions without explaining the Bank's reasons for doing so. If the Bank does accept instructions by mail, e-mail, telephone, telex or facsimile, the Bank may conclusively rely upon them if its staff receiving such instructions believes at that time they were given by the Borrower or on the Borrower's behalf and are duly authorized, accurate and complete, notwithstanding that they are not so given or not duly authorized, accurate and complete, and not withstanding that the confirmation subsequently received from the Borrower may differ in any respect from such instructions.
- 14.4 The Borrower hereby agrees and undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs, and expenses (including legal fees and expenses) incurred or sustained directly or indirectly by the Bank, of whatever nature and howsoever arising, as a result of or pursuant to the Bank compliance and action with regard to mail, e-mail, telephone, telex or facsimile instructions from the Borrower

#### 15. Anti-Money Laundering and other Laws

- 15.1 Notwithstanding any other provision contained in these Terms and Conditions to the contrary, the Bank is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to the Bank.
- 15.2 The Borrower must forthwith provide to the Bank all information and documents that are within their possession, custody or control reasonably required by the Bank in order for the Bank to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to the Bank.

- 15.3 The Borrower agrees that the Bank may disclose any information concerning the Borrower to any law enforcement entity, regulatory agency or court where required by any applicable laws.
- 15.4 The Borrower agrees to exercise their rights and perform their obligations under the Loan Agreement and/or these Terms and Conditions in accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations.
- 15.5 The Borrower declares that Borrower is acting on its own behalf and not in a trustee or agency capacity, unless otherwise disclosed to the Bank.

#### 16. Governing Law, Dispute Resolution and Variation to the Terms and Conditions

- 16.1 These Terms and Conditions and the Application Form shall be governed by and construed in accordance with the laws of Vietnam and any dispute arising out of or in connection with these Terms and Conditions and/or the Loan Agreement shall be submitted to a Vietnamese court for resolution.
- 16.2 The Borrower agrees that the Bank may amend, supplement, revise or otherwise change any provision in these Terms and Conditions and interest rates, fees and charges in relation to the Loan by serving notice to the Borrower in the communication modes as set out in Clause 13 of these Terms and Conditions and such changes shall take effect from the date specified in the notice and shall be binding on the Borrower. If the Borrower disagrees to the proposed amendments, the Borrower must notify the Bank within three (3) Business Days of his receipt (or deemed receipt) of the Bank's notice and concurrently repay all outstanding amounts (including all accrued interests, fees, charges in relation to the termination of the Loan) to the Bank unless otherwise agreed by the Bank. Failing which, the Borrower shall be deemed to have accepted such proposed amendments.

#### 17. Transfer

- 17.1 Transfer by Borrower
  - The Borrower may not assign or transfer any of its rights or obligations under the Loan Agreement unless prior consented by the Bank in writing, except the cases specified in Clause 11 above.
- 17.2 Transfer by the Bank
  - (a) The Bank may assign or transfer any of its rights under the Loan Agreement without consent of the Borrower. The Bank may not assign or transfer any of its obligations under the Loan Agreement without prior consent of the Borrower, except for the circumstances as set out in Clause 17.2(b) below.
  - (b) In case the Bank carries out re-structuring or transfer of or change to its business or other circumstances as permitted by the laws of Vietnam, Borrower hereby agrees in advance for the benefit of the Bank that the Bank may assign or transfer any and all of its obligations under the Loan Agreement to any credit institutions operating in Vietnam without consultation with the Borrower at the time of such assignment or transfer, provided that: (i) such assignment or transfer does not increase obligations of the Borrower under the Loan Agreement; and (ii) the Bank will send a notice to the Borrower on the assignment or transfer at least 20 Business Days before the proposed assignment date in the manner as stipulated in Clause 13. The Borrower agrees to execute all required documents (if any), at the request of the Bank, to give effect to such assignment or transfer.

## 18. General provisions

- 18.1 Should any of these Terms and Conditions or any part or article be declared void or unenforceable by any authorized authority, the same shall not invalidate the other parts or articles of these Terms and Conditions.
- 18.2 No delay or failure by the Bank to exercise or enforce (in whole or in part) any right or remedy under the Loan Agreement shall prejudice such right or remedy the Bank may have and shall not operate as a waiver thereof.
- 18.3 No waiver by the Bank of a breach or violation of any of these Terms and Conditions shall constitute a waiver of any subsequent breach or violation of the same or any other term or condition. Failure to take advantage of or to exercise any right granted hereunder by the Bank shall not constitute a waiver of such right, nor shall it be construed to excuse or absolve the Borrower from complying with or fulfilling the Borrower's obligations under these Terms and Conditions.
- 18.4 Notwithstanding the existence of any translation of this document, in the event of inconsistency, the Vietnamese language version shall prevail.
- 18.5 ANZ Bank (Vietnam) Limited ("ANZ") is a subsidiary of Australia and New Zealand Banking Group Limited (ANZBGL). ANZBGL is incorporated in Australia, and is an authorised deposit taking institution (Bank) under Australian law. ANZ is incorporated and licensed in Vietnam with limited liability, and is not a Bank under Australian law. Deposits or liabilities with ANZ are not deposits or other liabilities of ANZBGL or its related group companies, and none of them stand behind or guarantee ANZ.