

ANZ Personal Loan Application Form

ANZ Personal Loan Application Form and Agreement

I [the 'Applicant'] would like to apply for a Personal Loan with the details as follows:
Note: Please fill in all the required information and indicate 'N/A' for fields that are not applicable.

Customer Type:

AEP Existing Payroll Customer Regular Customer

Other Customer:

1. Loan application details:

Date of Application (dd/mm/yyyy): / /

Requested Loan Amount: VND

(Subject to Minimum VND 50 million and Maximum VND 500 million)

Requested Loan Tenor:

12 months 24 months 36 months 48 months 60 months

Prevailing Interest Rate (%/year):

Loan Purpose:

Home Renovation Vehicle Purchase Business Capital
 Personal Expenses Education Others:

2. Personal details:

Full name:

Male Female

Date of Birth (dd/mm/yyyy): / /

Place of birth (town, country):

Identity Proof: ID Passport

Issued By:

National ID/ Passport No.:

Residential address:

District: City:

Time at current address: years months

Current house status:

Owned Living with Relatives Boarding
 Renting Mortgaged Others

Mailing Address: (If not residential address)

District: City:

Temporary Residential Address:

District: City:

Time at temporary residential address: years months



Previous Residential Address: (If less than 3 years at current residence)

Time at temporary residential address: years months

Home phone Number:

Fax Number:

Mobile:

Email:

Marital status: Single Married Divorced

Education level:

Master/ PhD College/ University High School Primary

3. Employment details: (Application can only be accepted from salary earners)

Main Employment Sector: Public Private

Employment Type: Full Time Part Time

Nature of Business:

Multi-National SOE/ JSL/ FOC

Joint-stock small SME

Current Employer Name:

Current Employer Phone No.:

Current Employer Address:

District: City:

Occupation:

Agricultural Construction Insurance

Finance/ Banking Manufacturing Transportation

Real Estate Tourism/Restaurants Media

Wholesale/ Retail Trading Others (please specify):

Current position:

Clerk Officer Manager

Deputy General Director General Director/ Country Manager

Owner

Time in current employment: years months

Gross Annual Salary VND

Regular Overtime Income VND

Other Income VND

Net Monthly Base Salary VND

Total Net Monthly Income VND

Previous Employer Name:

Previous Employer Phone No.:

Previous Employer Address:

District: City:

Time at Previous Employer: years months

4. Other loan details:

Full Loan Liabilities	VND <input type="text"/>
Other Loan Amount	VND <input type="text"/>
Monthly Other Loan(s) Repayment	VND <input type="text"/>
Credit Card Limit	VND <input type="text"/>
Monthly Credit Card Repayment	VND <input type="text"/>
Home Mortgage	VND <input type="text"/>
Monthly Mortgage Repayment	VND <input type="text"/>

5. Account Information & Disbursal Instruction:

ANZ bank account details:

Bank account type:

Bank account No.: Account Open Date:

Disbursal Instruction:

To Beneficiary:

Beneficiary Name (Organization or Personal):

Account No.: At:

To my ANZ Account

Loan approved can only be paid into a VND transaction account of the Customer's beneficiary or an ANZ VND transaction account of Customer and not in cash. In case the Loan is paid into the Customer's account, depending on the amount and purpose of the Loan, Customer is obliged to provide supporting documents as requested by ANZ. These supporting documents include, without limitation to, sale and purchase agreement, quotation, agreement on home construction, invoices, and payment slips. If Customer does not currently have an ANZ VND transaction account, Customer must submit an account opening form as provided by ANZ. This account will be opened after the Loan is approved and account number will be informed to Customer in the notification letter on the disbursed loan.

6. Emergency contact:

Full name:

Male Female

Relationship:

Residential address:

District:

City:

Home Phone No.:

Mobile:

Current Employer Name:

Employer Phone No.:

7. Customer's (borrower's) declaration & agreement:

I acknowledge and agree that I will be deemed to receive in full the Loan upon ANZ paying such Loan proceed to the account as instructed stated in this Application Form.

I hereby agree and authorise ANZ to use, disclose and exchange any information related to me or my account or facilities with ANZ, including my credit information, with any other entity and acquire information from any other entity for its assessment of my application for an ANZ Personal Loan.

By signing this application, I acknowledge that I have received a copy, read, understood and agreed to be bound by the Terms and Conditions governing the ANZ Personal Loan.

I acknowledge that, if approved, this application form as signed by me below, together with the ANZ Personal Loan Terms and Conditions, constitute a legally binding contract between myself and ANZ in relation to ANZ Personal Loan.

I acknowledge that the interest rate applied for my application for the loan is as instructed stated in Section 1 of in this Application Form. This interest rate will be applied during the loan tenor. However, ANZ has the right to change interest rate at anytime without advance notice.

I acknowledge that, if my application is approved, ANZ shall have sole discretion to decide the loan amount, tenor, and interest rate which may vary from my application and I hereby agree and accept such terms and conditions of the Loan as decided by ANZ.

I acknowledge and agree that I will be deemed to receive in full the Loan upon ANZ paying such Loan proceed to the account as instructed in this Application Form.

I agree and undertake to ANZ that; (1) ANZ will only pay the approved loan funds into the account as I have instructed in Section 5 of in this Application Form after my loan is approved; (2) I agree to provide ANZ supporting documents in relation to my loan as requested by ANZ; (3) ANZ will set up a standing order to deduct my loan repayment and any related fees from any account I maintain at ANZ.

I confirm that my signature below is also the specimen signature that ANZ shall use to verify my instruction(s) to ANZ.

Signature of Applicant

Date (dd/mm/yyyy)

8. Attached documents provided by applicant (borrower):

*Note: Documents submitted will not be returned

I attach copies of the following documents to support my application for an ANZ Personal Loan.

Identification:

National ID or Passport Residence Book or KT3

Income Information:

Labour Contract or HR Certification
 Lastest original monthly pay slip
 Bank statements showing the last 3 months salary

FOR BANK USE ONLY:

To the best of my knowledge, the above information provided by the Client and contained in the above documents are complete, accurate, up to date and true. I am satisfied that the client is not using ANZ to conduct transactions with counterparties in sanctioned countries, that the client is not resident/domiciled in a sanctioned country, and that it is not or any of its beneficial owners a sanctioned person or entity.

Source code:

Sales agent name 1:

Sales agent name 2:

Sales agent number 1:

Signature:

Sales agent number 2:

Signature:

Disbursement date:

Approved limit:

Payment account number:

Customer CIF/Facility number:

Loan account number:

Loan tenor/ Interest rate:

Fees:

Credit account number:

Processor signature

Authorisor signature

ANZ Personal Loan terms and conditions

General acknowledgment

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

This 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 this Terms and Conditions and other terms and conditions applicable to the Borrower, this Terms and Conditions will prevail.

Acceptance of the Application Form does not obligate the Bank in any way to grant any Loan to the Borrower but it constitutes the Borrower's binding offer and agreement to this Terms and Conditions.

The Loan is provided on an uncommitted basis and subject to the Bank's review at any time. The Bank shall have overriding right to (i) reduce or cancel this Loan (or any part thereto) at any time; and/or (ii) require full repayment on demand if any Event of Default (as provided in Article 4 below) has occurred or the Borrower breaches any of its obligations under any other terms and conditions applicable to the Borrower.

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 this Terms and Conditions.

Definitions:

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

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

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

"Borrower" means the person who signed the Application Form.

1 Loan and Disbursement

- The Loan shall be available to the Borrower for only one drawdown after the Application is approved by the Bank.
- The Bank's decision in respect of the tenor and amount of the Loan shall be conclusive and binding on the Borrower notwithstanding the Borrower's request in the Application.
- Depending on the customer category, the Borrower must open and maintain a salary account or a VND transaction account (the "Account") at the Bank for the purpose of this Loan. The Loan shall be disbursed in Vietnamese Dong into the Account.

2 Interest and Fees

- Interest rate shall be calculated on the annual basis of the calendar and each year shall have 360 days.
- Interest shall be accrued on a daily basis, calculated based on the reducing balance basis.
- The Bank may at any time, change the method of calculation, frequency and any repayments terms, including, but not limited to, interest rate, fees and charges.
- 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

- The Borrower shall repay the Bank upon its first demand all the amounts due and payable along with any accrued interest and any other fees which may be applied to the Loan. Repayment shall be made in Vietnamese Dong.
- Principal and interest of the Loan shall be repaid by equal instalments on a monthly basis (the "Monthly Instalment") commencing from one (01) month after the date of drawdown by way of debiting the Account of the Borrower until the Loan is repaid in full.
- The Bank may from time to time allow repayment with an amount other than the Monthly Instalment.

4 Event of Default

Each event listed below shall be an Event of Default:

- Non-payment: the Borrower fails to repay in full any amount due and payable to the Bank on the due date
- Breach of obligations: the Borrower breaches any of its obligations under the Loan Agreement.
- 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.

- 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.
- The Borrower dies, becomes insolvent or admits his/her inability to pay any debts to any of his/her creditors.
- Any order, expropriation, attachment, or execution of any authority affects the assets of the Borrower.

5 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:
- 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;
 - 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.
 - 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.

6 Default Interest and fees

- Default interest shall be applied to any due but unpaid amount of the Borrower at the rate of 150% over the applicable interest rate calculating from (but not including) the due date until such amount is repaid in full to the Bank. The period for which an overdue amount remains unpaid may be divided into separate periods which the Bank may select in its absolute discretion and, if unpaid at the end of each such period, the relevant interest shall be capitalised (so as to become principal) and itself bear interest in accordance with this provision. Any default interest is immediately payable on demand.
- Subject to the customer category, transaction processing fee of VND600,000 may be imposed on each approved Loan as solely decided by ANZ. This fee will be deducted from the Account after loan is disbursed into the Account. The Bank reserves the right to change such fee at any time without any notice.
- A late payment fee shall also be imposed for unpaid amount at the rate of 2.00% of the unpaid amount or VND150,000, whichever is higher. The Bank reserves the right to change such fee at any time without any notice.
- The Bank at its sole discretion may change default interest rate and late payment fee from time to time in accordance with applicable laws without any notice. Such changes shall immediately be binding upon the Borrower.

7 Prepayment and Cancellation

- The Borrower may request prepayment or cancellation of the Loan (or all outstanding thereof) by sending a written request to the Bank. Any amount prepaid or cancelled must be made in full along with any accrued interest or fees in Vietnamese Dong on the proposed prepayment date. The Bank reserves the right to accept or refuse any such prepayment or cancellation.
- An early repayment and/or cancellation fee shall be paid at the rate of 5.00% of the prepaid amount or VND1,500,000, whichever is higher. The Bank reserves the right to change such fee at any time without any notice.

8 Authorisation, Debit and Indemnity

- The Bank is hereby authorised to debit the Account or any accounts of the Borrower at the Bank to repay any amount due and payable to the Bank without any notice.
- 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.
- 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.

9 Use of Loan

- The Borrower agrees that the Loan shall be used for the purpose stated in the Application 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.
- 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.

10 Deceased Borrower

- 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.

11 Disclosure

The Bank may disclose any information relating to the Borrower, the Borrower's accounts, the Loan Agreement or any transactions under or related to the Loan Agreement or any other transactions of the Bank with the Borrower as it may consider appropriate to (i) its head office, branches, subsidiaries, associated or affiliated entities ("ANZ Group Members"); (ii) any person (including without limitation any supervisory body, law enforcement, regulatory agency, court or tribunal) to whom information is required to be disclosed by (A) any applicable law or (B) any direction, request or requirement (whether or not having force of law) of any competent state government or other authority in any country; (iii) its auditors or any professional advisors of ANZ or ANZ Group Members who are under a duty of confidentiality to keep such information confidential to ANZ or ANZ Group Members; (iv) any agents or third party service providers of ANZ or any ANZ Group Member who are under a duty of confidentiality to keep such information confidential; (v) any third party provider of security or other credit support (if any); (vi) any person to whom ANZ may enter into any transfer, assignment, participation or other agreement in connection with the Loan; and (vii) upon occurrence of an event of default as defined in the Loan Agreement, any other creditor of the Borrower or any other third party with whom ANZ may discuss with respect to restructuring or enforcing outstanding indebtedness owing by the Borrower to ANZ.

12 Notifications and Communications by ANZ

- 12.1 The Borrower agrees to the communication mode of mail, text messaging, telex, facsimile, e-mail or other electronic means by the Bank. Notifications or communications sent by the Bank to the Borrower via mail, text messaging, telex, facsimile, e-mail or other electronic means using the contact details provided by the Borrower shall be deemed to have been received by the Borrower.
- 12.2 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, at its sole discretion, 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.

13 Instructions and Communications by Borrower

- 13.1 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, email, 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.
- 13.2 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, email, 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 notwithstanding that the confirmation subsequently received from the Borrower may differ in any respect from such instructions.
- 13.3 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, email, telephone, telex or facsimile instructions from the Borrower.

14 Anti-Money Laundering and other Laws

ANZ may delay, block or refuse to process any transaction if ANZ suspects or has reasonable grounds to suspect that (i) the transaction may breach any applicable laws or regulations; (ii) the transaction involves or may involve any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the United Nations, the European Union, supra-national organisation, official body or any country or (iii) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Vietnam or any other country and the Borrower acknowledges that ANZ will not incur any liability hereby.

The Borrower must provide to ANZ all information reasonably required by ANZ to (i) manage its

money-laundering, terrorism-financing or economic and trade sanctions risk or (ii) to comply with any laws or regulations or (iii) comply with any applicable direction, request or requirement (whether or not having the force of law) of any competent government or other authority. The Borrower declares to ANZ that the processing of any transaction by ANZ in accordance with the Borrower's instructions will not breach any law or regulations in any country.

15 Governing Law, Dispute Resolution and Variation to the Terms and Conditions

15.1 This Terms and Conditions and the Application shall be governed by and construed in accordance with the laws of Vietnam and any dispute arising out of or in connection with this Terms and Conditions and/or the Loan Agreement shall be submitted to a Vietnamese court for resolution, provided always that the Bank shall, if necessary, be entitled to take legal proceedings at court or any tribunals of any other jurisdictions as the Bank may deem fit, and in such case, laws applicable to such courts shall prevail and the Borrower agrees to be subject to the jurisdiction of such courts and governed by such laws.

15.2 The Borrower agrees that the Bank may, at any time and at its sole discretion, amend, supplement, revise or otherwise change any provision in this Terms and Conditions and interest rates, fees and charges in relation to the Loan by serving notice to the Borrower in the communication modes agreed in this Terms and Conditions and such changes shall take effect from the date specified in the notice and shall be binding on the Borrower without any further consent from Borrower being required. In addition to the communication modes mentioned in Article 12 and 13 of this Terms and Conditions, ANZ may notify the Borrower via its website, branches, advertisement and notices in major daily or national newspapers. Such notice shall be deemed received by the Borrower upon being published on such means.

16 General provisions

- 16.1 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 this Terms and Conditions.
- 16.2 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.
- 16.3 No waiver by the Bank of a breach or violation of any of this 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 this Terms and Conditions.
- 16.4 Notwithstanding the existence of any translation of this document, in the event of inconsistency, the Vietnamese language version shall prevail.
- 16.5 ANZ is a subsidiary of Australia and New Zealand Banking Group Limited ("ANZBGL"), which is incorporated in Australia. ANZ is incorporated and licensed in Vietnam with limited liability. ANZ is not an authorised deposit taking institution within the meaning of the laws of Australia. Deposits or liabilities with ANZ are not deposits or liabilities of ANZBGL. ANZBGL does not hold unlimited exposure to ANZ.

9. Transaction Account Opening Form:

Date: / /

Full name:

National ID, Passport:

Date of Birth (dd/mm/yyyy): / /

Internet Banking Required

Account Inquiries by Telephone Required

Security code:

Note: This security code will be used for account enquiry and Internet banking support via phone.

Statement Request

Customer Signature

x

Agreement By Customer

By signing below, I acknowledge and agree that:

- (i) I have read ANZ General Terms and Conditions - Retail Banking and ANZ Internet Banking Terms and Conditions and agree that I have understood and accepted and will be bound by those terms and conditions documents.
- (ii) The activation and operation of the account is subject to the verification and approval of all supporting documents in accordance with the requirements of the Bank.
- (iii) I agree that ANZ may, and authorized, debit my accounts to repay any amounts due and payable to ANZ on the monthly due date or the next working day to settle my Personal Loan account. This authority is not terminated and is effective until my personal loan account is fully repaid to ANZ, as the decision by ANZ.
- (iv) I agree that the contents of this application are true and correct and that my signature in this form evidence my understanding of and consent to all matters set out in this application form.
- (v) I agree that this Account Opening and the terms and conditions documents stated in article (i) together comprise the contract between ANZ and me in relation to opening and operation of our account at ANZ.

FOR BANK USE ONLY:

Account Opening Date (dd/mm/yyyy): / /

Opened by:

x

Input by:

x

Approved by:

x