

PAWN SERVICE AGREEMENT

No. [..], date [..]

PART 1: SPECIAL CONDITIONS

1. INFORMATION ABOUT THE PARTIES:

<p>The Lender/ The Pledgee: DIGITAL CREDIT TRADING SERVICE COMPANY LIMITED</p> <p>Address: 529/ 60 A, Huynh Van Banh, Ward 14, Phu Nhuan District, Ho Chi Minh City, Viet Nam</p> <p>Phone No.: 3359 599 88</p> <p>Email: hotrothanhtoan@tamo.vn</p> <p>Represented by: Vo Viet Chuong</p> <p>Position: Director</p> <p>Bank account: Vietcombank</p> <p>Bank account No.: 0721000643701</p> <p>SWIFT: BFTVVNVX</p> <p><i>(Hereafter referred to as "Lender").</i></p>	<p>The Client/ The Pledgor: [..]</p> <p>Date of Birth: [..] ID Card No: [..]</p> <p>Phone: [..] Email:[..]</p> <p>Bank account: [..]</p> <p>Bank: [..] Branch: [..]</p> <p>Current address: [..]</p> <p><i>(Hereafter referred to as "Client").</i></p>
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Hereinafter the Lender and the Client both together shall be referred to as the "**Parties**", but each individually as the "**Party**".

WHEREAS:

- A. The Lender is a company duly incorporated and operating under the laws of Vietnam trading in the pawnshop services sector according to the Enterprise Registration Certificate No. 0315413378, issued by the Department of Planning and Investment of Ho Chi Minh City on 28 November 2018.
- B. The Client is a Vietnamese citizen, whose resident address is indicated above;
- C. Client wishes to apply for a loan and pledge property under his/her ownership (hereinafter - "**Request for Loan**");
- D. Whereas Lender is entitled to accept the pledge of property and grant loan as requested by Client in the **Request for Loan**.

Now therefore, the Parties hereby agree to enter into this Pawn Service Agreement (hereinafter – the "**Agreement**") with the following terms and conditions:

2. ENTIRE AGREEMENT

2.1. This Agreement consists of the following parts:

- 2.1.1. Special conditions;
- 2.1.2. General terms and conditions (hereinafter also – "**GTC**") and
- 2.1.3. Any annexes and/or amendments to the Agreement added to it from time to time.

2.2. Capitalized terms used in this Agreement have the meaning as defined throughout the Agreement and listed in Section 7 of the General terms and conditions.

3. INFORMATION ABOUT THE LOAN:

3.1. Subject to the terms and conditions of this Agreement, the Lender at the request of the Client agrees to provide a loan (hereinafter – the "**Loan**"), and the Client agrees to borrow the Loan from the Lender under the following terms and conditions:

a. Principal amount of the Loan: [...] VND	b. Loan term: [...]days (hereinafter- " Loan Term ")
c. Interest rate: 20 % per annum	d. Rent: :[sum of money in VND that is equal to Loan management fee] (0,15%/day)
Total payable amount: [...] VND	

3.2. Principal amount of the Loan, Loan Term, Interest (as defined below) and Other Fees (as defined below) are based on the Request for Loan of Client and could be changed subject to the approval or decision of Lender. Client hereby irrevocably agrees with the Loan, Other Fees, as informed by Lender through the Notice to Client within 30 days as of date of Request for Loan

4. LOAN TENURE AND GRANTING THE LOAN

4.1. The Loan shall be granted for the period indicated in Section 3, commencing on the date that Loan is approved and disbursed by the Lender (hereinafter – the "**Disbursement Date**") and terminating on the last day of the Loan term set out in Section 3 (b) of this Agreement (hereinafter – "**Due Date**").

4.2. Extension of the Loan Term:

4.2.1. The Client may request to extend the Loan Term for 7, 14 or 30 days, counting from the Due Date.

4.2.2. Notwithstanding the above-mentioned rights of the Customer to request extension of the Loan Term, the Lender reserves the rights to reject extension of the Loan based on its decision and/or policy of the Lender at the time.

4.3. **Additional amount:** The Client may request additional amount within the limit of maximum loan amount available to the Client. The Client may request additional amount at any time during the Loan Term, but not later than 2 (two) days before the Due Date. The process of granting and denying of the additional amount is the same as the process of granting and denying of the Loan. If the Client requests additional amount, the Due Date remains unchanged.

4.4. The Lender shall grant the Loan to the Client by transferring the respective sum to the Client's bank account indicated herein.

5. INTEREST RATE AND OTHER FEES

5.1. Interest:

5.1.1. Interest rate will be levied on the Loan at a rate of 20 % of the principal amount of the Loan per annum (hereinafter – the "**Interest**"), as specified in Section 3 (c) of this Agreement. Amount of the Interest payment depends on the Loan Term requested by the Client. Amount of the Interest payment will not be decreased in case of Loan repayment before the Due Date. Interest will not be returned to the Client in any event.

5.1.2. The Client shall pay the Interest on the Due Date to the Lender's specified account in bank or other financial institution.

5.1.3. The Lender may exempt the Client from the Interest at the Lender's absolute discretion.

5.2. Other fees:

5.2.1. Unless the Lender explicitly exempts the Client from the obligation to pay the respective fee, in addition to the Interest, the Client must pay the following fees under this Agreement: Rent and late payment fee (hereinafter all together – "**Other Fees**").

5.2.2. The Lender may exempt the Client from Other Fees at the Lender's absolute discretion.

5.2.3. Amounts and procedure of payment of Other Fees is described in Section 8 of the Agreement.

6. COLLATERAL:

6.1. To secure the liquidity and the ability to duly repay the Loan and all payments associated with the Loan, the Client hereby agrees to pledge an asset legally owned by the Client (as described below) to the Lender (hereinafter – the "**Collateral**") to secure the repayment obligation of the Client to the Lender under this

Agreement, including, but not limited to the Loan, Interest and Other Fees. Subject to the Agreement on Pledge of Property, both Parties mutually agree that the Lender shall lease the Collateral to the Client in exchange of a Rent as set out in this Agreement.

6.2. Collateral pledged by the Client is as follows:

Type of property:	Mobile phone.
Device OS (for phones only)	[..]
Device screen resolution (for phones only)	[..]

6.3. The Parties shall agree on the additional terms and conditions of handling the Collateral in a separate Agreement on Pledge of Property that is concluded together with this Agreement.

PART 2: GENERAL TERMS AND CONDITIONS

7. TERMS AND DEFINITIONS

In addition to the terms defined above, capitalized terms used in this Agreement shall have the following meaning:

- 7.1. **Affiliate(s)** – with respect to the Lender, any entity (including, but not limited to, companies, branches, subsidiaries, etc.) that directly or indirectly controls, is controlled by or is under common control with the Lender.
- 7.2. **Personnel** – Lender’s owners, representatives, officers, employees, contractors, partners, service providers (including, but not limited to, insurers, brokers, auditors, etc.), legal and accounting advisers, and Affiliates.
- 7.3. **Notice to Client** means the duly notifications/approvals/confirmations (where applicable) sent by Lender to the Client in relation to this Agreement via one of the Transaction Registration Method, such as:
- (a) message sent by the Lender (or a partner designated by the Lender) to the Client’s mobile number indicated in this Agreement; or
 - (b) calling from the Customer Service Center No. 1900 989 980 (or another phone number that the Lender may change from time to time and updated on the website www.tamo.vn and/or another website designated by the Lender (the "**Service Center**") to the Client’s mobile number indicated in this Agreement; or
 - (c) an e-mail sent directly to the email of the Client indicated in Agreement.
- 7.4. **Debt** means the sum of money that is owed or due to be paid by the Client to the Lender under this Agreement.
- 7.5. **Transaction Registration Method** means the communication method to receive/send the documents in relation to the execution of this Agreement, including, but not limited to, such the communication methods as telephone, message, email and/or written notice addressed to the Client and sent using the contact information indicated by the Client herein.
- 7.6. **OTP code** means one-time password provided to Client and sent by system of Lender/Lender’s partner to the Registered Phone when Client performs Request for Loan. Client hereby agrees that, entering the OTP code into system means that Client has agreed with the terms and conditions of this Agreement as Request for Loan.

8. PAYMENT PROCEDURE OF OTHER FEES

- 8.1. As indicated in the Agreement Clause 5.2., the Client, in addition to the Interest, must pay the following Other Fees, unless the Lender explicitly exempts the Client from such payments:
- 8.1.1. Rent at the rate of [sum of money in VND that is equal to Loan management fee] (hereinafter – the "**Rent**"). Amount of the Rent depends on the Loan Term requested by the Client. Amount of the Rent payment will not be decreased in case of Loan repayment before the Due Date.

- 8.1.2. Late payment fee (hereinafter – the “**Late Payment Fee**”) will be applied if the Client delays to pay the Loan, Interest and/or Other Fees. For avoidance of any doubt, the Lender may, at its absolute discretion, apply one of or both of the Late Payment Fees and indemnification as set forth in Article 11.5 herein. Late Payment Fee will consist of:
- (a) The late payment interest (the “**Late Payment Interest**”) at the rate of 20% of the principal Loan amount per annum.
 - (b) Penalty for the late payment (the “**Late Payment Penalty**”):
 - The 1st Late Payment Penalty in the amount of 250 000 VND will applied on the 5th day of delay.
 - The 2nd Late Payment Penalty in the amount of 250 000 VND will applied on the 12th day of delay.
 - The 3rd Late Payment Penalty in the amount of 250 000 VND will applied on the 19th day of delay.
 - The 4th Late Payment Penalty in the amount of 250 000 VND will applied on the 26th day of delay.
- 8.1.3. In addition to all other fees under this Agreement, the Client shall pay a Compensation (hereinafter – Compensation) to the Lender for non-compliance with the terms of this Agreement, by reimbursing all of the damages and losses caused to the Lender by the Client.

9. REPAYMENT OF THE PRINCIPAL AMOUNT OF THE LOAN

- 9.1. Without prejudice to the Lender’s right to demand repayment of the Loan upon the Event of Default (as defined in Clause 18.1), the Client shall fully repay the Loan (together with Interest and Other Fees) on the Due Date.
- 9.2. The Client is entitled to repay the Loan (together with Interest and Other Fees) before the Due Date at any time. In this case the amount of the payments due will remain unchanged.

10. PAYMENT METHOD

- 10.1. The Client shall make all payments under this Agreement in VND by transferring the respective sum to the Lender’s specified account in bank or other financial institution indicated herein or notified by the Lender as the actual.
- 10.2. Subject to the policy of the Lender from time to time, the payments (if applicable) of the Client will be used to pay for the items in priority order as follows:
- (a) Late Payment Fee;
 - (b) Service fee applied by Lender’s partners;
 - (c) Rent;
 - (d) Interest;
 - (e) Principal;
 - (f) Other fees to be made on maturity date (if any).
- 10.3. If the sum received by Lender from Client exceeds the due and payable sum as of the termination of the Agreement, the exceeding amount shall be refunded to Client upon his/her request, after deducting the remaining obligations.
- 10.4. The Lender may request the Client to make payments mentioned in Clause 10.2. of the Agreement through payment services provider as appointed by Lender from time to time (“**Payment Agency**”). The Client may be obliged to pay additional fees for making payments via such Payment Agency (the “**Repayment Fee**”) according to the policy of Payment Agency.
- 10.5. If the Lender disburses the Loan through the Payment Agent, the Client will receive a Notice to the Client provided on this matter. Within 3 days of receiving the Notice to the Client, if the Client does not proceed to receive the Loan, the Lender has the right to cancel or revoke the Loan at any time without notice in advance.
- 10.6. As soon as the Loan is approved to disburse by the Lender, the Lender (or a third party designated by the Lender) shall provide the Client an OTP [used one time] by the SMS messenger to the Client’s registered phone number to verify the relevant information and used as one way to identify the Client. The Client is responsible for the security of receiving the OTP Code from the Lender (or a third party designated by the

Lender). The Client hereby undertakes to exempt the Lender from any liabilities or damages (if any) if the Lender sends this OTP Code to the Client via the phone number registered in the first of this Agreement and at the same time, the Client is fully responsible for any damages (if any) when using this OTP Code.

11. RIGHTS AND OBLIGATIONS OF THE LENDER

- 11.1. Disbursement of the Loan is solely at the discretion of the Lender. Namely, only the Lender may decide whether to grant the Loan to the Client or not.
- 11.2. The Lender (or any third party designated by the Lender) may send to the Client notifications on disbursement or non-disbursement of the Loan, reminders about necessity to repay the Loan and/or make other payments under the Agreement and/or send other messages related to the Agreement via one of the following means: phone, text message, e-mail, written notice, or otherwise. If the notice is made via phone, the Lender is entitled to record entire or any of discussions between the Lender and the Client. The Client hereby acknowledges and agrees that the data recorded by the Lender will be the legal evidence for transaction executed between the Parties.
- 11.3. The Lender has the right to request the Client to pay in full all due payments under this Agreement and/or supplement or replace any other assets in case the Collateral is lost, mislaid or damaged leading to not be sufficient as a security of the Loan to secure the payment obligations this Agreement in any time that the Lender deems necessary.
- 11.4. The Lender has the right to request the Client to provide and/or supplement and/or present evidence of his/her ownership of and / or the origin of the Collateral.
- 11.5. The Lender has the right to request the Client to indemnify for any damages, liabilities, claims, losses, damages, expenses related to or arising from the transactions between the Parties hereto, including but not limited to the Loan and the Collateral.
- 11.6. The Lender has the right to collect, store and otherwise process Client's personal information (personal data) and to disclose it to third parties when this is necessary for execution of this Agreement, fulfilment of its legal obligation and pursuing its legitimate purpose.
- 11.7. The Lender is responsible to comply the terms and conditions of this Agreement.
- 11.8. The Lender may, at its own discretion and subject to mandatory requirements of local laws, assign or transfer its rights and obligations under this Agreement, in whole or in part, and the Client shall be deemed to agree to such assignment or transfer. In these circumstances, the Pledge of property and any other agreements related to the Pledge shall be in full force and assigned and transferred to the corresponding assignee. The Client acknowledges and authorizes the Lender (or SOFI SOLUTIONS, or another partner, appointed by the Lender) to sign any letters, receive notices and keep notifications on behalf of the Client in connection with financial status and cash flow of the Client in order to monitoring the Loan and debt collection. The Client shall be deemed to be duly notified on such assignment. The Lender (or SOFI SOLUTIONS, or another partner, appointed by the Lender) shall be obliged to give such letters, notices and notifications to the Client upon request of the latter.
- 11.9. The Client authorizes the Lender to request and receive from any third parties any information that is necessary for taking the decision on granting or rejecting the Loan and/or entering into legal relation with the Client (including, but not limited to, information necessary: (a) to assess Client's creditworthiness; (b) to assess credit risks; (b) to prevent fraud; (c) prevent money laundering and terrorism financing, etc.).
- 11.10. Lender reserves the right to request Client to provide and/or supplement the certificate of the ownership right and/or source of the Pledge of Property in accordance with law, competent authorities or at any time that Lender deems appropriate.
- 11.11. Client agrees that, according to laws of Vietnam, Lender reserves the right to assign or transfer, with recourse or without recourse, the Debt together with all related rights and obligations to the third party ("**Assignee**") (i) as requested by laws; or (ii) in order to perform the debt handling process in compliance with Lender policies; or (iii) in the case of mergers or acquisitions.
- 11.12. Client agrees that, Lender reserves the right to transfer all liabilities related to the Debt with related rights and obligations to a third party in accordance with the laws of Vietnam ("**Assignment**"). In these circumstances, the Pledge of Property and any other agreements related to the Pledge shall be in full force and assigned and transferred to the corresponding assignee.
- 11.13. In case Client violates payment obligations and / or any obligation under this Agreement as well as in the Event of Default (as described in Section 18), Lender has the right to use necessary legal measures and procedures to request Client' payment according to the legal regulations and / or handling of Pledge of

Property in one of the following forms: leasing, using, selling (without auction procedures) of the Pledge of Property or allowing the third parties to use the Pledge of Property without Client's approval.

12. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 12.1. The Client is responsible for the full and timely performance of its obligations under this Agreement.
- 12.2. The Client is responsible for providing and presenting the original document to prove the ownership /source of the Collateral if required by the Lender and / or the competent state authorities.
- 12.3. The Client cannot without prior written consent of the Lender assign or transfer its rights and obligations under this Agreement.
- 12.4. The Client is responsible to immediately inform the Lender on the rights of the third party to the Collateral, if any.
- 12.5. The Client undertakes that during the Loan Term, the Client will:
 - (a) present and/or hand over documents related to the Collateral to the Lender, unless otherwise agreed or prescribed by law;
 - (b) take care of and preserve the Collateral;
 - (c) take necessary remedial measures (including, but not limited to, ceasing exploitation of the Collateral) if the Collateral is in danger of losing its value or depreciating in value due to its exploitation;
 - (d) within a reasonable period, repair or substitute another asset with equivalent value, when the Collateral is damaged, unless otherwise agreed;
 - (e) provide information to the Lender about the actual condition of the Collateral;
 - (f) upon first request, deliver the Collateral to the Lender, if:
 - i. the Client cannot repay the Loan, Interest, Other Fees and/or any other payment due under this Agreement on time; or
 - ii. the Client violates provisions/ obligation as agreed or prescribed bylaw.
 - (g) notify the Lender on any third person's rights to the Collateral (if any). In the case of failure to provide such notice, the Lender (as the pledgee) shall have the right to cancel the Agreement on Pledge of Property and demand compensation for damage or the right to maintain the contract and agree on the rights of the third person with respect to the Collateral.
 - (h) not sell, not exchange, not give/ present/ donate, not lease, or not lend to the Collateral. To avoid misunderstanding, during the Loan Term, the Collateral will be managed and kept by the Client.
- 12.6. The Client undertakes unconditionally and irrevocably to be liable and indemnify to the Lender for all costs of lawsuits, damages, losses and other expenses in related or arising from transactions between the Parties under this Agreement, including but not limited to the Loan and the Collateral.
- 12.7. The Loan disbursement to the Client's account shall be deemed to be the acceptance of the Loan amount.
- 12.8. By entering into this Agreement, the Client hereby agrees to all the terms and conditions of this Agreement. Acceptance of the Loan referred to in the above Clause, shall be tantamount to the consent of the Client to be bound by the terms and conditions of this Agreement.
- 12.9. The Client undertakes full responsibility for the consequences arising from the breach of his/her commitments and assurances under Clause 13 of the Agreement.
- 12.10. All documents in relation to the borrowing with Lender being received/sent by the Client to Lender in the Transaction Registration Method in accordance with the information as provided in this Agreement shall be binding and lawfully valid even if Lender does not hold the original of such documents.
- 12.11. Client undertakes to deliver the original of documents in relation to the borrowing with Lender upon requested by Lender. In case of any differences between the original and the documents received by Lender as per the Transaction Registration Method, the documents received by Lender shall prevail and Client shall complete the proper procedure as per Lender's request;
- 12.12. Client undertakes to pay in full and on time the Loan, Interest, Other Fees, and/or any other payments due under this Agreement to Lender under this Agreement and / or other agreements, from time to time.

12.13. Client undertakes to unconditionally receive the Loan in case Lender has disbursed to the Client as per methods as provided in the Agreement;

12.14. Client undertakes to cooperate with the Assignee in term of Debt repayment.

13. COMMITMENTS AND ASSURANCES OF THE CLIENT

13.1. The Client hereby undertakes and confirms:

- (a) that all information and documents provided by the Client to the Lender are true, accurate in all respects and no information or materials are hidden or falsified or counterfeited.
- (b) to be fully aware of all risks including but not limited to errors, confidentiality /privacy, misrepresentation and/or counterfeited using choosing a Transaction Registration Method; and
- (c) to perform unconditionally and irrevocably all Client's obligations or liabilities of the Client as prescribed in this Agreement.

13.2. By this Agreement, the Client commits to be responsible before the laws and the Lender for the following undertakings:

- (a) To comply with all applicable laws and regulations relating to the performance of the Clients obligations under the terms of this Agreement and the relevant agreements.
- (b) The Client will be responsible for its any request, notice or certification made by the phone and agreeing that such request, notice or confirmation will make arisen and set up the legal liability and to take effect binding to the Client under this Agreement.
- (c) If there is any change in any information about the Client stated in this Agreement (including but not limited to, phone number, e-mail address, residential address, and any other information likely to affect the repayment capacity of the Client), the Client hereby undertakes and is responsible for noticing immediately (but not later than within 3 days from the day on which the change occurred) such changes. Client understands and agrees that, in the event of a discrepancy in Client 's information expressed in the Agreement and the documents provided by Client, Lender shall be entitled to update / adjust the information on the Agreement in accordance with information on documents and the Parties do not need to sign addition agreements;
- (d) The Collateral is owned legally by the Client.
- (e) At the time of entering into this Agreement:
 - i. there is no legal dispute with any individual, legal person or state authority in relation to the Collateral;
 - ii. the Collateral is qualified by applicable laws to be pledged under this Agreement;
 - iii. the Collateral is not assigned, pledged guaranteed to any third party in any territory.
 - iv. Collateral has legal origins and not pledged or guaranteed anywhere else to any third party.

13.3. The Client consents and acknowledges that the Lender may conduct verification of the Client's personal information (personal data) in any form before at the time of and after entering into this Agreement, and, based on results of such verification and subject to the Lender's absolute and sole discretion, the Lender may do the following always subject to applicable local laws: (i) reject the Loan application; (ii) terminate this Agreement; (iii) reduce the Loan amount for disbursement.

13.4. By entering into this Agreement, the Client confirms that he/she has read, understood and agrees to be legally bounded by this Agreement, its' Annexes and any other references to other regulations and terms applicable to this Agreement, and all contents, forms of expression in all the documents sent by the Lender or any party designated by the Lender via the Transaction Registration Method.

14. CANCELLATION RIGHTS; EARLY TERMINATION; RESCHEDULING THE LOAN UPON CLIENT'S REQUEST; AMENDMENTS TO THE AGREEMENT

14.1. Client shall have right to cancel the Loan only on the same day on which the Client received the Lender's notification on granting the Loan. Notwithstanding this above provision on cancellation of the Loan, in case the Client has received the Loan, it cannot be cancelled unless otherwise agreed by two Parties.

- 14.2. The Client may request termination of the Agreement at any time after fully making any payments due under this Agreement.
- 14.3. Subject to prior consent of Lender, Client shall be entitled to reschedule the Loan in accordance with the applicable regulations of law.
- 14.4. The Lender has the right to cancel the Loan unilaterally and with immediate effect any time before the Loan disbursement to the Client, due to any applicable law and/or government institution requirements, risk policy and/or other internal documents of the Lender.
- 14.5. Unless otherwise stated herein, any amendments to this Agreement are subject to prior approval of Parties.

15. PROCESSING OF PERSONAL INFORMATION ABOUT THE CLIENT

- 15.1. By signing this Agreement, the Client acknowledges that he/she fully understands that the Lender may collect or otherwise process Client's personal information (personal data) as long as there is an appropriate legal basis and purpose for such processing. The said purposes, for instance, may include necessity to enter into and perform this Agreement, necessity to perform legal obligations of the Lender, necessity to pursue Lender's legal interest (including, but not limited to, Lender's willingness to promote and inform the Client about its products and services). Additional information about the processing of personal data is described in the Lender's privacy policy that was provided to the Client before the conclusion of this Agreement.
- 15.2. By entering into this Agreement, the Client acknowledges that he/she fully understands that the Lender may, as long as there is an appropriate legal basis and purpose, disclose Client's personal information to its Affiliates and Personnel, competent state authorities, other third parties (e.g., service providers, partners, etc.) and debt assignee in accordance with this Agreement.
- 15.3. The Client hereby agrees that the information / materials provided by the Client may be used, encoded, transmitted and stored by the Lender and / or Lender's partner (regardless within or outside the Vietnam's territory) and / or may be exchanged with the parties which the Lender deems necessary in accordance with the laws of Vietnam. The Client fully agrees and allows the Lender (and Lender's partners, if any) to perform such acts without the need for any other approval from the Client (other than specified in this Agreement).

16. APPLICABLE LAWS AND DISPUTE RESOLUTION

- 16.1. This Agreement shall be governed by the laws of the Socialist Republic of Vietnam.
- 16.2. In the event of a dispute, disagreement, controversy between the Parties arise out of or in connection with the interpretation or implementation of this Agreement, either Party shall resolve the dispute by means of amicable negotiation within thirty (30) days as from the date of written notice given to one Party by the other Party on such dispute, disagreement or controversy. In the absence of such amicable resolution, the dispute shall be submitted to the competent court in Vietnam located in Ho Chi Ming City for settlement.

17. NOTICES

- 17.1. Client hereby acknowledges and agrees to be bound by and comply with Notice to Client in any event.
- 17.2. Notice to Client or such other notices sent by Lender (and/or third party as appointed by Lender) in relation to this Agreement shall be treated as having been given to Client from the time when the call/message/email being made/sent to the Client.
- 17.3. Notice to Client shall be an integral part of this Agreement and can be performed by and/or through service providers, partners as appointed by Lender from time to time and binding the Parties.
- 17.4. In case the Notice to Client for any reason contains one/several errors and/or mistakes, the Lender reserves the right to correct the information by re-sending another Notice to Client within 7 (seven) working days thereafter.

18. EVENT OF DEFAULT

18.1. There shall be an Event of Default:

- (a) if the Client shall default in the due payment to the Lender of the Loan (principal), Interest, Other Fees and/or any other sums due under the Agreement whether formally demanded or not;

- (b) if the Client commits or threatens to commit a breach of any of the agreements, stipulations, terms, covenants, conditions or undertakings contained in this Agreement and on its part to be observed and performed (if capable of being remedied) but in the opinion of the Lender failed to remedy it within three (3) days upon receipt of a notice from the Lender;
 - (c) if any license, authorization, approval, consent, order or exemption or filing with any governmental authority with respect to this Agreement is revoked, withheld, modified or ceases to be in full force and effect;
 - (d) if it is or will become unlawful for the Client to perform or comply with anyone or more of its or their respective obligations under this Agreement;
 - (e) if this Agreement ceases for any reason to be the legal, valid and enforceable obligation of the Client;
 - (f) if the Client dies or loses his capacity for civil acts;
 - (g) if in the opinion of the Lender any material adverse changes affecting the financial condition of the Client or its operations or the financial condition of the Client shall have occurred or is threatened;
 - (h) any affirmation or statement made by the Client or deemed as made in this Agreement or in a deal / document relating to the transaction between the Lender and the Client is false on any the critical aspect at the time of the release or deemed issued;
 - (i) if the Client becomes insolvent, is unable to pay its debts as they fall due, stops, suspends or threatens to stop or suspend payment of all or a material part of its debts, begins negotiations or takes any proceedings or other step with a view to readjustment, rescheduling or deferral of all of its indebtedness (or of any part of its indebtedness which it will or might otherwise be unable to pay when due), or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors, or ceases or threatens to cease to carry on its business or any part of its business or a moratorium is agreed or declared in respect of or affecting all or any part of its indebtedness; or
 - (j) any change in Vietnamese laws affecting the continued consideration of the Lender to lend or not.
- 18.2. If an Event of Default occurs or at any time thereafter while such Event of Default is continuing the entire principal amount of the Loan, Interest, Other Fees and any other payments due under this Agreement shall become due and immediately repayable on demand and the Lender shall forthwith become entitled to recover the same and to exercise the rights and powers upon default provided for in this Agreement and by law without any previous notice to or concurrence on the part of the Client.
- 18.3. A demand for repayment of the sums due under the provisions of Clause 18.2. may be made by a notice in writing from the Lender demanding payment of the same within 3 (three) days from the date of such notice.
- 18.4. The Lender may, at its own discretion and subject to mandatory requirements of local laws, terminate this Agreement in case of an Event of Default.

19. EFFECTIVENESS

- 19.1. The Parties agree that this Agreement shall be fully effective from the time of occurring of all of these events:
- (a) Client has agreed with the terms and conditions of this Agreement; and
 - (b) Lender agrees with Request for Loan of Client by sending Notice to Client via sending message to Registered Phone or Registered Email.
- 19.2. This Agreement shall remain in full force and effect until the Parties fulfill all of their obligations set out in the Agreement. After due fulfilment of the obligations under this Agreement, the Pledge of Property will automatically be released from the guarantee obligations under this Agreement without any additional writing. In this case the Pledge of Property is deemed to have been returned to Client on the day on which the Loan, Interest, Other Fees and any other payments due under this Agreement, Agreement on Pledge of Property and Consulting Services Agreement with Lender's partners are fully paid by the Client.
- 19.3. The Lender has the right to terminate this Agreement unilaterally and with immediate effect any time before the Loan disbursement to the Client, due to any applicable law and/or government institution requirements, risk policy and/or other internal documents of the Lender.
- In this case the Lender is not responsible for any losses incurred to the Client nor obligated to pay any compensation for loss and damages.
- 19.4. The Parties hereby acknowledge and agree without prejudice that this Agreement is signed by the Parties voluntary, not deceived or coerced.

19.5. If, at any time, any provision of this Agreement is or becomes invalid, ineffective or unenforceable in any manner by law of any jurisdiction, the legality, effect, and enforceability of the remaining provisions are not and will not be impaired in any manner.

FOR AND ON BEHALF OF LENDER

DIGITAL CREDIT TRADING SERVICE
COMPANY LIMITED

CLIENT

Full name: Vo Viet Chuong

Position: Director

Full name: [Name Surname]

Verification of Request for Loan by OTP: [..]

AGREEMENT ON PLEDGE OF PROPERTY

No. [..], date: [..]

PART 1: SPECIAL CONDITIONS

1. INFORMATION ABOUT THE PARTIES

<p>Pledgee: DIGITAL CREDIT TRADING SERVICE COMPANY LIMITED</p> <p>Address: 529/ 60 A, Huynh Van Banh, Ward 14, Phu Nhuan District, Ho Chi Minh City, Viet Nam</p> <p>Phone No.: 3359 599 88</p> <p>Email: hotrothanhtoan@tamo.vn</p> <p>Representative by: Vo Viet Chuong</p> <p>Title: Director</p> <p><i>(Hereafter referred to as “Lender”).</i></p>	<p>Pledger: [..]</p> <p>Date of Birth: [..] ID Card No: [..]</p> <p>Phone: [..] Email: [..]</p> <p>Current address: [..]</p> <p><i>(Hereafter referred to as “Client”).</i></p>
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Hereinafter the Lender and the Client both together shall be referred to as the “Parties”, but each individually as the “Party”.

WHEREAS:

- A. The Lender and Client have entered into Pawn Service Agreement (hereinafter - “**Pawn Service Agreement**”).
- B. To secure payment obligations under the Pawn Service Agreement, the Client is willing to pledge an asset under his/her ownership (as indicated in the Pawn Service Agreement) and the Lender is willing to accept such pledge;
- C. The Parties under the Pawn Service Agreement have agreed that the pledged asset shall be leased to the Client, (“**Request**”);

Now, therefore, Parties hereby agree to enter into this Agreement on Pledge of Property (hereinafter – the “**Agreement**”) with the following terms and conditions:

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. To secure the liquidity and the ability to duly repay the Loan and all payments associated with the Loan, the Client hereby agrees to pledge an asset legally owned by the Client (as described in the Pawn Service Agreement) to the Lender (hereinafter – the “**Collateral**”) to secure the repayment obligation of the Client to the Lender under the Pawn Service Agreement.
- 2.2. This Agreement consists of the following parts:
 - 2.2.1. Special conditions;
 - 2.2.2. General terms and conditions (hereinafter also – “GTC”) and
 - 2.2.3. Any annexes and/or amendments to the Agreement added to it from time to time.
- 2.3. Capitalized terms not otherwise defined in this Agreement (throughout the text) shall have the meaning as defined in the Pawn Service Agreement.

3. HANDLING THE COLLATERAL

- 3.1. The Parties hereby agree that the Collateral shall be leased the Client. Thus, the Client at the time if holding and managing the Collateral shall be responsible for:

- (a) preservation, management and maintenance of the Collateral in the same condition in which it is as at the time, when the Collateral is leased by the Lender;
- (b) any costs incurred in storing, preserving and managing the Collateral, if any. If any damage, loss or damage occurs to the Collateral due to reason within the term of this Agreement, the Client shall immediately notify the Lender in writing about the risk of damage to the Collateral. In addition, the Client must provide the Lender with another asset with equivalent value under the Client's ownership to replace the damaged Collateral;
- (c) providing the Lender original legal documents proving Client's ownership of the Collateral, if requested. Accordingly, the Lender may, but is not obliged to keep the documents or materials proving ownership of the Collateral during the Loan Term;
- (d) providing the Collateral to the Lender or a third party designated by the Lender, upon receipt of the respective Lender's request, at any time during the Loan Term.

3.2. The Parties agree that the Client shall pay a Rent as set out in Pawn Service Agreement to the Lender. For avoidance of any doubt, the Client handle and manage the Collateral free of charge.

4. GENERAL PROVISIONS:

- (a) The Agreement shall terminate in case of that the Pawn Service Agreement has terminated.
- (b) This Agreement shall terminate as the Parties fulfill of their obligations set out in the Agreement. This Agreement shall be the agreement of the Parties about the custody of property, include General Terms and Conditions as described in Section IV and integral part of the Agreement.

PART 2: GENERAL TERMS AND CONDITIONS (Agreement on pledge of property)

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

In addition to the commitments and assurances as well as rights and obligations of the under the Pawn Service Agreement, the Parties agree as follows:

- 5.1. Lender has the right to request Client to show/report about the status of the Collateral at any time.
- 5.2. The Lender may request the Client to return the Collateral upon occurring of any events that in Lender's point of view, may cause damages to the Collateral and/or any event that Lender may consider as necessary.
- 5.3. Lender does not pay to Client any remuneration, payment, expenses for handling and managing of the Collateral or provide any other benefits.
- 5.4. Client is responsible for any costs, liabilities arising from the keeping, preservation and usage of the Collateral as well as any damages in relation to the Collateral during the term of this Agreement.
- 5.5. The pledge of property is under Client's legal ownership without dispute or controlled by other competent agency in accordance with law.

6. NOTICES

- 6.1. Client hereby acknowledges and agrees to be bound by and comply with Notice to Client in any event.
- 6.2. Notice to Client or such other notices sent by Lender (and/or third party as appointed by Lender) in relation to this Agreement shall be treated as having been given to Client from the time when the call/message/email being made/sent to the Client.
- 6.3. Notice to Client shall be an integral part of this Agreement and can be performed by and/or through service providers, partners as appointed by Lender from time to time and binding the Parties.
- 6.4. In case the Notice to Client for any reason contains one/several errors and/or mistakes, the Lender reserves the right to correct the information by re-sending another Notice to Client within 7 (seven) working days thereafter.

7. APPLICABLE LAWS AND DISPUTE RESOLUTION

- 7.1. This Agreement shall be governed by the laws of the Socialist Republic of Vietnam.
- 7.2. In the event of a dispute, disagreement, controversy between the Parties arise out of or in connection with the interpretation or implementation of this Agreement, either Party shall resolve the dispute by means of amicable negotiation within thirty (30) days as from the date of written notice given to one Party by the other Party on such dispute, disagreement or controversy. In the absence of such amicable resolution, the dispute shall be submitted to the competent court in Vietnam located in Ho Chi Ming City for settlement.

8. EFFECTIVENESS

- 8.1. The Parties agree that this Agreement shall be fully effective from the day on which the Pawn Service Agreement entered into force.
- 8.2. This Agreement shall terminate as the Parties fulfil their obligations as set out in the Agreement and Pawn Service Agreement. Upon termination of the Agreement, the pledge of Collateral shall be automatically released from the guarantee obligations under this Agreement. The Collateral is deemed to have been returned to the Client as of the termination of the Agreement.
- 8.3. If, at any time, any provision of this Agreement is or becomes invalid, ineffective or unenforceable in any manner by law of any jurisdiction, the legality, effect, and enforceability of the remaining provisions are not and will not be impaired in any manner.

9. OTHER PROVISIONS

The relevant provisions of the Pawn Service Agreements shall govern any matter not expressly governed by this Agreement.

FOR AND ON BEHALF OF LENDER
DIGITAL CREDIT TRADING SERVICE
COMPANY LIMITED

CLIENT

Full name: Vo Viet Chuong
Position: Director

Full name: [Name Surname]
Verification of Request for Loan by OTP: []