

LOAN AGREEMENT

No. _____/2019/LT-KH

THIS LOAN AGREEMENT (the “**Agreement**”) is made on ____/____/2019, between and by

Lender: LENDTECH COMPANY LIMITED		
Address: 326 Cach Mang Thang 8 Street, Ward 10, District 3, Ho Chi Minh City, Vietnam		
Telephone No:	Email:	
Represented by: NGUYEN THE HIEP	Position: Director	
Account No: [...]	Bank name: [...]	Branch: [...]
(Hereafter called as “ Lendtech ” or the “ Lender ”)		

AND

Borrower: Mr/Ms [...]	Birthday: __/__/____	
ID Card No. issued by [...]	on __/__/____	
Resident Address:		
Contact Address:		
Telephone No:	Email:	
Account No: [...]	Bank name: [...]	Branch: [...]
(Hereafter called as the “ Customer ” or “ Borrower ”),		
“ Lendtech ” and “ Customer ” shall be collectively referred to as the “ Parties ” and separately as the “ Party ”.		

WHEREAS

1. The Lender is a company duly incorporated and operating under the laws of Vietnam trading in the pawnshop services sector in accordance with the Enterprise Registration Certificate No. 0314629279, issued by the Department of Planning and Investment of Ho Chi Minh City on 20/09/2017. Business model of the Lender is described at www.cashwagon.vn.
2. The Borrower is a Vietnamese citizen (private individual), who has resident address at [...].
3. For purpose of personal consuming, the Borrower desires to borrow a total sum of [...] from the Lender, and the Lender is desirous of lending such sum to the Borrower in accordance with the terms and conditions hereinafter contained.

NOW IT IS HEREBY DECLARED AND AGREED as follows:-

1. THE LOAN

Subject to the terms and conditions of this Agreement, the Lender has at the request of the Borrower agreed to provide a loan to the Borrower, and the Borrower has agreed to borrow from the Lender, a total sum of VND[...](.....) (the “**Loan**”).

2. PURPOSE OF THE LOAN

2.1 The Loan shall be used for the purpose of financing the Borrower’s personal consuming.

2.2 Notwithstanding Clause 2.1 above, the Lender shall not be responsible for monitoring or ensuring the use or application of the Loan or any part thereof for the specified purpose only and failure by the Borrower to comply with its obligations under Clause 2.1 shall not in any way prejudice any right available to the Lender.

3. LOAN TENOR

3.1 The Loan shall be for a period of [...] days commencing on __/__/2019 (the “**Disbursed Date**”) and terminating on __/__/2019 (the “**Loan Term**”).

3.2 Based on request of the Borrower, the Loan Term may be extended to 30 days (or another period subject to decision of the Lender at time to time), since the day of expiry of the Loan Term. At that time, the prolongation fee will be applied for each successful renewal (the “**Prolongation Fee**”). The Prolongation Fee will be charged by the Lender and may change subject to decision and policy of the Lender at time to time. Notwithstanding this provision, the Lender reserves right to reject renewal based on the decision and/or policy of the Lender at time to time.

4. DISBURSEMENT

4.1 The Loan will be disbursed directly by the Lender to the Borrower’s bank account as specified in the first of this Agreement.

5. INTEREST RATE

5.1 Interest will be levied on the Loan at a rate of [...] % per annum (the “**Interest**”) plus the Service Fees (if any) in accordance with Clause 7 of this Agreement. The Interest levied shall be payable on the end of the Loan Term to the designated bank account of the Lender as stated in the first of this Agreement.

5.2 The Interest will be accumulated daily based on the principal amount unpaid since the Disbursed Date to the Loan to be fully paid and based on the days arisen actually.

6. COLLATERAL

6.1 For the purpose of securing the liquidity and the ability to repay the Loan on time, the Borrower hereby agrees to pledge an (01) asset legally owned by the Borrower as described below to the Lender (the "**Collateral**") to secure the repayment obligation of the Borrower to the Loan under this Agreement, including but not limited to *the Loans, Interest, Loan Processing Fee, Service Fee, Prolongation Fee, Late Payment Fee, and other due payments to the Lender under this Agreement from time to time.*

6.2 The Collateral is: [...]. The Borrower hereby undertakes that the Collateral is legally owned by the Borrower. Accordingly, the Borrower confirm that the Borrower has read, fully understood and agreed to be legally bounded to this Agreement and all contents, forms of expression in all the documents which is sent by the Lender or any party designated by the Lender via one of the following forms: phone, messenger, email or written notice to the Borrower to phone number or other contact details, mentioned in the first part of this Agreement (the "**Transaction Registration Method**").

6.3. To avoid any misunderstandings, the Collateral shall be held and managed by the Borrower. Accordingly, the Borrower, during the time of holding and managing the Collateral, shall be responsible for:

- (i) preservation, management, and maintenance of the Collateral as the same condition as when lent to the Lender.
- (ii) any costs incurred in storing, preserving and managing the Collateral, if any. If any damage, loss or damage occurs to the Collateral for any reason within the term of this Agreement, the Borrower shall be responsible for timely reporting to the Lender on the risk of damage of the Collateral and at the same time provide the Lender with another asset with equivalent value under the Borrower's ownership to replace the damaged Collateral.
- (iii) providing the Lender original legal documents proving ownership of the Collateral of the Borrower, if requested. Accordingly, the Lender has the right, but not obliged to keep the documents, materials proving ownership of the Collateral during the Loan Term, or upon the Loan and the other payment obligations is paid by the Borrower.

- (iv) providing the Collateral to the Lender or a third party designated by the Lender, upon receipt of the lender's request, at any time during the Loan Term.
- 6.4 The Parties hereby agree and confirm that as soon as and / or at any time after the Event of Default as prescribed at the Clause 13.1 below, the Lender has the right to tackle the Collateral based on one of the following forms: *revoke, possession, management, rental, use, sale (without auction sale) or to permit a third party to exploit and use the Collateral* without needing any approval from the Borrower.
- 6.5 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 Borrower an OTP [used one time] (the "**OTP Code**") by the SMS messenger on the registered phone number of the Borrower to verify the relevant information and used as one way to identify the Borrower. The Borrower is responsible for the security of receiving the OTP Code from the Lender or a third party designated by the Lender. By this clause, the Borrower undertakes to exempt the Lender from any liabilities or damages (if any) if the Lender sends this OTP Code to the Borrower via the phone number registered in the first of this Agreement and at the same time, the Borrower is fully responsible for any damages (if any) when using this OTP Code.
- 6.6 The Borrower hereby undertakes and confirms:
- (i) all information and documents provided by the Borrower to the Lender are true, accurate in all respects and have no pieces of information, materials are hidden or falsified or counterfeited;
 - (ii) to be fully aware of all risks including but not limited to errors, confidentiality / privacy, misrepresentation and/or counterfeited when choosing a Transaction Registration Method as prescribed in Article 6.2 above; and
 - (iii) to perform unconditionally and irrevocably to any and all obligations or liabilities of the Borrower as prescribed this Agreement.

7. COSTS AND EXPENSES

- 7.1 The Borrower hereby undertakes to pay and bear all processing expenses related to the Loan that the Borrower has borrowed from the Lender and financial consulting fees that used by the Borrower in accordance with the Consulting Service Agreement No. _____/2019/WG-KH entered into between the Customer and Cashwagon Company Limited ("**Cashwagon**") dated __/__/ 2019, including but not limited to: *Loan Processing Fee (charged by the Lender), Service Fee (charged by Cashwagon and collected by the Lender), Prolongation Fee (charged by Cashwagon and collected by the Lender), Late Payment Fee (charged by the*

Lender), and other due payments to the Lender and/or Cashwagon under this Agreement or according to applicable local laws which may arise from time to time.

7.2 The Loan Processing Fee will be applied to the processing of the disbursement order into the Borrower's account, which identifies loan payment transactions from the Borrower through the payment channel as a Partner designated by the Lender. The Loan Processing Fee will be applied to each loan disbursed successfully. The Loan Processing Fee will not be refunded in any case, even if the Loan is paid ahead of time. Loan Processing Fee will be calculated as below:

Loan Amount (VND)	Loan Processing Fee is calculated corresponding to actual number days of borrowing (VND)		
	10 (days)	20 (days)	30 (days)
1,000,000	20,000	40,000	60,000
1,500,000	30,000	60,000	90,000
2,000,000	40,000	80,000	120,000
2,500,000	50,000	100,000	150,000
3,000,000	60,000	120,000	180,000
3,500,000	70,000	140,000	210,000
4,000,000	80,000	160,000	240,000
4,500,000	90,000	180,000	270,000
5,000,000	100,000	200,000	300,000
5,500,000	110,000	220,000	330,000
6,000,000	120,000	240,000	360,000
6,500,000	130,000	260,000	390,000
7,000,000	140,000	280,000	420,000
7,500,000	150,000	300,000	450,000
8,000,000	160,000	320,000	480,000
8,500,000	170,000	340,000	510,000
9,000,000	180,000	360,000	540,000
9,500,000	190,000	380,000	570,000
10,000,000	200,000	400,000	600,000

7.3 Notwithstanding Clause 7.2 above, if the Borrower fulfills its obligations on the Loan repayment not later than on the Payment Date, the Lender may waive and discharge the Borrower from the obligation to repay 100% (one hundred percent) of the Loan Processing Fee and Service Fee.

7.4 **Late Payment Fee (charged by the Lender):** If the Borrower delays to pay the Interest/Loan from three (03) days or more, the Borrower will be responsible to pay a late payment fee at 250,000 VND/ each delay of payment (the “**Late Payment Fee**”) to the Lender as follows:

- (a) **The 1st Late Payment Fee:** within three (03) days as from the Payment Date, if the Borrower fails to pay Interest to the Lender, the 1st Late Payment Fee shall be applied;
- (b) **The 2nd Late Payment Fee: within eleven (11) days as from the Payment Date, if the Borrower** still fails to pay Interest, the first Late Payment Fee to the Lender, the 2nd Late Payment Fee shall be applied;
- (c) **The 3rd Late Payment Fee:** within twenty one (21) days as from the Payment Date, if the Borrower still fails to pay Interest, the 1st Late Payment Fee, and the 2nd Late Payment Fee to the Lender, the Borrower shall have to pay the additional 3rd Late Payment Fee;;
- (d) **The 4th Late Payment Fee:** within thirty one (31) days as from the Payment Date, if the Borrower still fails to pay Interest, the 1st Late Payment Fee, the 2nd Late Payment Fee, and the 3rd Late Payment Fee to the Lender, the Borrower shall have to pay the additional 4th Late Payment Fee;

Within three (03) days as from the date of arising the 4th Late Payment Fee, the Borrower does not voluntarily pay Interest, Late Payment Fees and other related fees, the Lender is entitled to withdraw the Collateral, and conduct all necessary procedures to withdraw the Loan and payables from the Borrower.

- 7.5. The Late Payment Fee includes 10% Value Added Tax (VAT).
- 7.6. The preferences on Interest and Loan Processing Fee (if any), will be applied according to the promotion programs announced publicly by the Lender at time to time.
- 7.7. The Borrower shall pay FLFF Fee which means Service Fee plus Loan Processing Fee, if the Borrower does not repay the Loan amount by the repayment day and goes to prolongation or default.

8. INTEREST PAYMENT

- 8.1 Interest is calculated on a 360-days year basis and is payable at the end of the Loan Term (the “**Payment Date**”).
- 8.2 If the Borrower delays to pay the Interest from three (03) days or more, the Borrower will be responsible to pay a late payment fees to the Lender / Cashwagon depending on be specified at time to time.

9. PRINCIPAL REPAYMENT

- 9.1 Without prejudice to the Lender’s right to demand repayment of the Loan upon an Event of Default (as defined in Clause 12.1), the Loan shall be repaid fully once in accordance with the Loan Term (e.g. ___/___/2019).

- 9.2 The Loan repayment shall be deposited into the designated bank account of the Lender as mentioned in the first of this Agreement or another bank account instructed by the Lender from time to time.
- 9.3 The Borrower is entitled to repay the Loan prior to maturity at any time from the date of disbursement of the Loan. Interest (if any) will be calculated according to the actual borrowing time.
- 9.3 Subject to the policy of the Lender from time to time, the payments of the Borrower will be used to pay for the items in priority order as follows:
- (i) Loan Processing Fee;
 - (ii) Service Fee;
 - (iii) Interest;
 - (iv) Prolongation Fee;
 - (v) The Loan [principal];
 - (vi) Late Payment Fee; and
 - (vii) The other fees to be maturity date (if any).

10. RIGHTS AND OBLIGATIONS OF THE LENDER

- 10.1 The Lender has full power to decide on the disbursement or not to the Borrower. The notification of disbursement or non-disbursement will be sent to the Borrower via one of the following forms: *phone, text message, email, written notice, or otherwise*, from time to time. If the notice is made by the phone, the Lender is entitled to record entire or any of discussions between the Lender and the Borrower, and the Borrower hereby acknowledges and agrees that the data recorded by the Lender will be the legal evidence for transaction executed between the Parties.
- 10.2 The Lender has the right to request the Borrower to pay in full the due payments under this Agreement and/or supplement or replace any other assets to secure the payment obligations under this Agreement in any time that the Lender reckons necessary.
- 10.3 The Lender has the right to request the Borrower to provide and/or supplement and/or present evidence for ownership of the Borrower and / or the origin of the Collateral.
- 10.4 The Lender has the right to request the Borrower 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.
- 10.5 The Borrower, by applying for the Loan via a website at <https://cashwagon.vn> or a mobile application provided by the Lender's partner (Cashwagon) and by continuing to use services of the Lender provided by the Lender's partner, gives consent to the Lender and/or its partner to process personal data of the Borrower and to disclose it to third parties when required for loan maintenance and service.

- 10.6 The Lender is responsible to comply the terms and conditions of this Agreement.
- 10.7 The Lender may, at its own discretion and subject to mandatory requirements of applicable local laws, assign or transfer its rights under this Agreement, in whole or in part. According to this Agreement the Borrower acknowledges and authorizes the Lender (or Cashwagon, appointed by the Lender) to sign any letters, receive notices and keep notifications on behalf of the Borrower. The Borrower will be duly notified on such assignment or transfer.

The Borrower cannot without prior written consent of the Lender assign or transfer its rights and obligations under this Agreement.

11. RIGHTS AND OBLIGATIONS OF THE BORROWER

- 11.1 The Borrower is entitled to request the Lender to disburse the Loan in accordance with the proposed schedule.
- 11.2 The Borrower is responsible for the full and timely performance of its obligations under this Agreement.
- 11.3 The Borrower is responsible for providing and presenting the original document to prove the owner /source of the Collateral if required by the Lender and / or the competent State Authorities.
- 11.4 The Borrower is responsible to inform the Lender on the rights of the third party to the Collateral, if any.
- 11.5 The Borrower undertakes that duration of the Loan Term, the Borrower will:
- (a) Transfer/ pass documents related to the Collateral to the Lender, unless otherwise agreed or prescribed by law.
 - (b) take care of and preserve the Collateral.
 - (c) if the Collateral is in danger of losing its value or depreciating in value due to its exploitation, to take necessary remedial measures, including ceasing the exploitation of the Collateral.
 - (d) when the Collateral is damaged, within a reasonable period, the Borrower will repair or substitute another asset with equivalent value, unless otherwise agreed.
 - (e) provide information about the actual condition of the Collateral to the Lender.
 - (f) deliver the Collateral to the Lender, if

- (i) the Borrower cannot repay the Loan, its interest and/or others on time; or
 - (ii) the Borrower violates provisions/ obligation as agreed or prescribed by law.
- (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 mortgagee) shall have the right to cancel the contract of mortgage of assets 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 Borrower. .
- 11.6 The Borrower undertakes unconditionally and irrevocably to 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.
- 11.7 By this Agreement, the Borrower commits and 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 Borrower's obligations under the terms of this Agreement and the relevant agreements.
 - (b) Any information provided by the Borrower to the Lender under this Agreement is true and correct.
 - (c) The Borrower 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 Borrower under this Agreement.
 - (d) If there is any change in any information of the Borrower stated in this Agreement (*including but not limited to relevant information such as phone number, email, residential address, and any other information likely to affect the repayment capacity of the Borrower*), the Borrower hereby undertakes and is responsible to notice with the Borrower at once of change.
 - (e) The Collateral is owned legally by the Borrower, at present, there is not any dispute, or dealt with by any competent individual, organization or state

authorities in accordance with law. Currently, the Collateral has legal origins and not pledged mortgaged or guaranteed anywhere else to any third party.

(f) This Agreement is signed by the Parties voluntary, not deceived or coerced.

11.8 The Borrower expresses consent, agrees and acknowledges that the Lender may conduct verification of the Borrower's data in any form even after execution of this Agreement and, based on results of such verification and subject to the Lender's absolute and sole discretion, the Lender may prior to disbursement of the Loan Amount 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.

11.9 The Loan disbursement to the Borrower's account shall be deemed to be the Loan amount acceptance if the Borrower fails to refund the Loan Amount to the Lender immediately after receipt of the Loan Amount by the Borrower. The Borrower hereby agrees to all the terms and conditions of this Agreement. Such acceptance of the Loan Amount shall be tantamount to the consent of the Borrower to be bound by the terms and conditions of this Agreement.

12. EVENT OF DEFAULT

12.1 There shall be an Event of Default:-

- (a) if the Borrower shall default in the payment to the Lender of *the Loan (principal), Interest, Service Fee, Prolongation Fee, Late Payment Fee and/or any other monies* herein covenanted to be paid after the same shall have become due by the Borrower to the Lender whether formally demanded or not;
- (b) if the Borrower shall commit or threaten 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 Borrower to perform or comply with any one 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 Borrower;

- (f) if the Borrower 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 Borrower or its operations or the financial condition of the Borrower shall have occurred or is threatened;
- (h) any affirmation or statement made by the Borrower or deemed as made in this Agreement or in a deal / document relating to the transaction between the Lender and the Borrower is false on any the critical aspect at the time of the release or deemed issued;
- (i) if the Borrower 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.

12.2 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 then outstanding including the interest thereon and all other sums or moneys (whether principal, interest, fee, commission or otherwise) for the time being owing 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 Borrower.

12.3 A demand for repayment of the principal moneys interest and all other sums or moneys due under the provisions of Clause 12.2 may be made by a notice in writing from the Lender demanding payment of the same within three (3) days from the date of such notice.

12.4 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.

13. NOTICE

- 13.1 Subject to the Borrower's choice, the Borrower may register with the Lender or the partner designated by the Lender on the Transaction Registration Method to receive / package the documents relating to sign and implement this Agreement as provided in Article 6.2 above.
- 13.2 Under this Agreement, "**Notice To The Borrower**" means the lawful notices / acceptance / confirmation (as case by case) of the Lender to the Borrower for certain contents, referenced under this Agreement, executed via one of the Trading Registration Method registered by the Borrower in previous with the Lender, such as:
- (i) a message sent from the message center "**Brand Name**" (or another trademark, otherwise designated by the Lender in time to time) to the Borrower's mobile number as mentioned in the first of this Agreement; or
 - (j) a calling from the Customer Service Center No. (028) 710 68683 (or another phone number that the Lender may change from time to time and updated on the website <https://cashwagon.vn> and/or another website designated by the Lender (the "**Service Center**") to the Borrower's mobile number as mentioned in the first of this Agreement; or
 - (k) an email sent directly to the email of the Borrower as mentioned in the first part of this Agreement.
- 13.3 In the event the Notice To The Borrower for any reason may have one or few defects and / or errors, the Lender reserves the right to correct or correct the information by re-sending another notice to the Borrower within seven (7) working days thereafter.

14. LAW AND JURISDICTION

- 14.1 This Agreement shall be governed by, and construed in accordance with the laws of Vietnam.
- 14.2 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 for settlement.

15. EFFECTIVENESS

- 15.1 Subject to applicable Vietnamese law, the Parties hereby acknowledge and agree without prejudice

- (i) to execute this Agreement via internet, in particular: to register (by the Borrower) via a website at <https://cashwagon.vn>, which be registered and permitted by the State Appropriate Authority and to be confirmed (by the Lender) via email and phone number as registered in the first of this Agreement.
- (ii) to accept that the method of creating the digital signature identifies the signatory and indicates the signatory's approval of the contents of the data message;
- (iii) to accept that this method is sufficiently reliable and appropriate to the purpose for which this Agreement was created and sent;
- (iv) to use digital signatures to sign and authenticate data messages during the transaction;
- (v) to deem this Agreement to be in writing as it is signed by digital signature, which will be legally effective and binding the Parties.

15.2 To the maximum extent permitted by the laws of Vietnam, this Agreement shall take full force and effect as from the date of signing and be binding upon the parties until the Lender recovers the Loan.

15.2 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.

15.3 This Agreement has been executed in both English and Vietnamese. In the event of a discrepancy between the English and Vietnamese version of this Agreement, the Vietnamese version shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written

For an on behalf of the Lender
LENDTECH COMPANY LIMITED

For the Borrower

 Full name:
 Position:

 Full name:
 OTP CODE: <code>
 OTP confirmed on: <datetime>