

General Terms and Conditions for Credit Transactions

(for Company)

KEB Hana Bank - Hanoi Branch hereby has established the General Terms and Conditions for Credit Transactions (hereinafter referred to as “General Terms and Conditions”) to facilitate the prompt and accurate credit transactions and to promote a reasonable coordination of the interests of KEB Hana Bank - Hanoi Branch (hereinafter referred to as “the Bank”) and the customer based on mutual trust. The General Terms and Conditions shall apply to all credit transactions unless otherwise expressly agreed and stated in the specific Loan Agreement. The Bank shall keep a copy of the General Terms and Conditions in the Bank’s office so that the Customer may review them any time during business hours.

Article 1. Scope of Application

1.1 The General Terms and Conditions shall apply to all credit transactions arising between the Bank and the obligor (the person owing obligations to the Bank including a borrower, discount applicant and guarantee applicant, hereinafter referred to as the “Obligor”) including loans against bills, discounting of bills of exchange or promissory notes, loans against deeds, overdrafts, guarantees, lending of instruments and securities, foreign exchange – related credit transactions, other credit transactions.

1.2 In the event that the Bank has, through credit transactions with any third party, acquired bills (including checks, collectively, the “Bills”) drawn, endorsed, accepted or guaranteed by the Obligor, the Obligor shall be also bound by these General Terms and Conditions in the performance of the obligations evidenced by such Bills.

1.3 The General Terms and Conditions shall apply to all transactions and performance of obligations between the principal office of the Bank or any of the Bank’s branches in Vietnam and the Obligor (including its branches and the principal office of the Obligor) to the extent that the transaction or the obligation falls within the scope of the above Paragraph 1 or 2.

Article 2. Obligations on Bills and Credits

In the event that the credit has been granted against Bills drawn, endorsed, accepted or guaranteed by the Obligor, the Bank’s credit to the Obligor shall be outstanding until the full payment of the face amount of the Bills or until the full redemption of obligations against the Bills. The Bank may demand from the Obligor the payment of the Obligor’s obligations by exercising the Bank’s rights either under the Bills or under the credits, at the option of the Bank.

Article 3. Interest and Default Interest

3.1 The rates, computation method or the time and manner of payment, respectively, of the interest, discount charge or fees shall be determined by the Bank, to the extent permitted by applicable laws and regulations.

3.2 Any amount not paid by the Obligor when due and payable shall bear interest at the default rate determined by the Bank, to the extent permitted under the applicable laws and regulations.

3.3 The Obligor shall be bound by any changes in the rates, computation manner or time and manner of payment, respectively, of the interest, discount charge, fees or default interest as referred to in the preceding two Paragraphs, if such change is made by the Bank as a result of any change in the financial circumstances or any other reasonable causes to the extent permitted under the applicable laws and regulations. The Bank shall keep a notice of such change in each business office of the Bank in Vietnam for one (1) month from the effective date of such change.

Article 4. Events of Default

Each of the following events and occurrences shall constitute an event of default (“Event of Default”) under these General Terms and Conditions:

4.1 the Obligor or any guarantor fails to make payment to the Bank in full of any amount which it is obliged to pay under these General Terms and Conditions and/or Bills on the date when such amount is due and payable;

4.2 any representation or warranty made or deemed restated by the Obligor in these General Terms and Conditions shall be shown to have been incorrect or misleading in any material respect as of its date, or any certificate or opinion furnished by the Obligor under these General Terms and Conditions proves to have been false or misleading as of its date in any material respect;

4.3 the Obligor fails to perform or violates any other provision of these General Terms and Conditions, and such failure or violation is not remediable or, if remediable, continues unremedied for a period of ten (10) calendar days from the date the Bank transmits notice to the Obligor with respect thereto;

4.4 any governmental registration or approval granted or required in connection with these General Terms and Conditions or Bills, as the case may be, is not obtained, expires or is terminated, revoked, withdrawn or withheld, or is modified or amended in any manner prejudicing the interests of the Bank hereunder;

4.5 the guarantee ceases for any reason to be in full force and effect.

4.6 an order or notice is dispatched for any provisional attachment (including without limitation attachment for the purpose of assuring collection of taxes or public imposts) of any of the Obligor's deposits or other credits with the Bank or properties which the Obligor furnished or may furnish to the Bank as security;

4.7 there occurs any other event of default or other event which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default under any agreement or document and the effect of which is to accelerate or to permit acceleration of the maturity of such indebtedness or obligation;

4.8 the whole or a substantial part of the business or assets of the Obligor or any guarantor shall, without the prior written consent of the Bank, be confiscated for any reason or sold, transferred or otherwise disposed of;

4.9 the Obligor or any guarantor shall, without the prior written consent of the Bank (which consent shall not unreasonably be withheld), voluntarily or involuntarily merge or consolidate with any other entity;

4.10 the Obligor becomes insolvent or unable to pay its debts when due or the Obligor or any guarantor commits or permits any act of bankruptcy, which term shall include (i) filing a petition in any bankruptcy, reorganization, compulsory composition, winding-up or liquidation proceeding or other proceeding analogous in purpose of effect, (ii) failing to have any such petition filed by any other party discharged within thirty (30) days, (iii) application for or consent to the appointment of a receiver or trustee for the bankruptcy, reorganization, compulsory composition, winding-up or liquidation of the Obligor, (iv) making an assignment for the benefit of creditors; (v) the admission in writing by the Obligor of its inability to pay its debts, (vi) the entry of any court order or judgement confirming the bankruptcy or insolvency of the Obligor or approving any reorganization, compulsory composition, winding-up or liquidation of the Obligor or a substantial portion of its respective assets or (vii) any meeting of the Obligor is convened or any other preparatory steps are taken for the purposes of considering an application for an administration order in relation to the Obligor or such an administration order is made by a court. For purposes of this Section, the term, "Obligor", shall be deemed to include any subsidiaries and guarantor of such Obligor, or

4.11 any circumstances occur which in the opinion of the Bank provide reasonable grounds for belief that the Obligor or any guarantor may not (or may not be able to) perform its obligations hereunder or under Bills, as the case may be.

4.12 a default shall occur (i) in the payment of any principal, interest or premium with respect to any indebtedness for borrowed money of the Borrower or any of its subsidiaries or any Guarantor, or (ii) under any agreement or instrument under or pursuant to which any such indebtedness may have been issued, created, assumed, guaranteed or secured by the Borrower or any of its Subsidiaries or any Guarantor, and such default shall permit the acceleration of such indebtedness (without giving effect to any standstill or acceleration blockage period) or if any such indebtedness shall be declared due and payable prior to the stated maturity thereof shall not be paid in full at the stated maturity thereof; or (iii) if the Borrower or any of its subsidiaries or any Guarantor shall be unable to pay its debts generally as they become due ; file a petition to take advantage of any insolvency act;

Article 5. Consequences of Default

5.1 If an Event of Default shall occur and be continuing, then the Bank may: (i) terminate the obligations of the Bank under these General Terms and Conditions, whereupon the same shall be so terminated; and/or (ii) declare the obligations together with accrued interest and any other sum payable hereunder to be immediately due and payable, and the obligations shall thereupon become due and payable without presentment, demand, protest or notice of any kind, other than the notice specifically required by this Article, all of which are hereby expressly waived by the Obligor; provided that, upon the happening of any event specified in Article 4, the principal of and accrued interest on the loan and all other amounts then owed by the Obligor to the Bank shall become immediately due and payable without any notice to the Obligor, and/or (iii) take any other action, exercise any other right or pursue any other remedy conferred upon the Bank by these General Terms and Conditions or Bills or by any applicable law or regulation or otherwise as a consequence of such Event of Default.

5.2 The Obligor shall also pay to the Bank such additional amounts as may be necessary to compensate the Bank for any costs or losses resulting from such Event of Default. No waiver of any Event of Default shall constitute a waiver of any other or any succeeding Event of Default except to the extent provided in such waiver.

Article 6. Incidental Cost, Expenses and Taxes

6.1 The Obligor shall pay the incidental costs and expenses with respect to the transactions, including the expenses incurred by the Bank in enforcing or protecting the Bank's rights against the Obligor, or for protection, foreclosure or disposition of any security; and the Obligor shall also pay any expenses incurred by the Bank in cooperating with the Obligor for the protection of the Obligor's rights, upon Obligor's request.

6.2 In the event that the Bank pays on the Obligor's behalf any incidental costs or expenses, as referred to in the Paragraph 1, including insurance premiums and legal expenses in connection with any credit transactions between the Obligor and the Bank, the Obligor shall immediately reimburse the Bank for such payment. Any of such payment not paid despite the Bank's demand shall bear interest at the default interest rate as determined pursuant to Article 3, Paragraph 2 for the period from the date of the payment by the Bank to the date of full reimbursement by the Obligor.

6.3 Any and all payments made by the Obligor hereunder or under any instrument delivered hereunder shall be made free and clear of and without deduction for any present or future taxes, deductions, charges, or withholdings, and all liabilities with respect thereto, excluding taxes imposed on net income and all income and franchise taxes of the jurisdiction of the Bank's incorporation and any political subdivisions thereof. In addition, the Obligor agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, any instrument delivered hereunder.

Article 7. Use of Loan Proceeds

The loan proceeds disbursed to the Obligor or the instruments and securities made available to the Obligor by the Bank under the credit transactions shall not be used for any purposes other than the purposes agreed at the inception of the transaction. The same shall apply in the case of payment guarantees and other types of credits extended by the Bank.

Article 8. Prepayment

The Borrower may, with the Bank's prior consent, prepay part or all of the loan principal even before the agreed maturity date, provided that seven (7) days' prior written notice shall be given to the Bank of the Borrower's intention to prepay and the amount to be prepaid, and that the Borrower shall pay penalty interest together with interest accrued up to the date of prepayment. The penalty charge for prepayment is 1.0% of the prepaid amount based on number of days of early repayment.

Article 9. Security

9.1 In case of any change in the Obligor's credit-worthiness, reduction in the value of the security or any other reasonable causes necessitating the protection of the Bank's rights, the Obligor shall upon demand by the Bank forthwith furnish to the Bank such substitute security or additional security, or such guarantors or additional guarantors as the Bank may require.

9.2 The Bank may make collections on or dispose of any security, not only in accordance with the procedures prescribed by law, but also in the manner, at the time and for the price, etc, deemed acceptable by the Bank. The Bank may deduct expenses from the proceeds and apply the remainder for the payment of the Obligor's obligations to the Bank. The Obligor shall promptly pay any deficiency to the Bank.

9.3 In case of any delay in the Obligor's performance of any obligations owing to the Bank, the Bank may continue to possess or make collections on or dispose of, pursuant to the Paragraph 2, the Obligor's personal properties, Bills, and other negotiable instruments and securities in the Bank's possession, even if they were not furnished to the Bank for security purposes (to the extent permitted by applicable law).

Article 10. Representations and Warranties

The Obligor represents and warrants to the Bank as follows:

10.1 Incorporation

The Obligor is a company duly organized and existing under the laws of Obligor's country, and it has full legal right, power and authority to execute, deliver and perform its obligations under the General Terms and Conditions, Bills, and all other documents executed pursuant hereto, to own its properties and carry on its business as it is presently being conducted.

10.2 No contravention

There is no provision of any treaty, convention, statute, law, regulation, decree or similar authority of the Obligor's country and no provision of the Obligor's Articles of Incorporation, charter or by-laws and no provision of any existing contract, agreement or instrument binding on the Obligor which has been or would be contravened by the execution and delivery of these General Terms and Conditions, Bills or any other document or instrument to be delivered by the Obligor hereunder or by the performance or observance by the Obligor or any of the terms hereof and thereof.

10.3 Government authorizations

All authorizations, approvals, consents and licences from all legislative bodies of government, ministries, agencies, exchange control authorities or other authorities required by the laws of Obligor's country in order for the Obligor (i) to incur the obligations provided for in these General Terms and Conditions and Bills; (ii) to execute and deliver these General Terms and Conditions, Bills and all other documents and instruments to be delivered by the Obligor hereunder, and (iii) to make all payments hereunder and thereunder in U.S. Dollars have been or, by the date of the first Drawdown will have been, duly obtained and are or will by such date be in full force and effect.

10.4 Registration / Approval for loan

No registration, recording or filing is required as a condition to the legality, validity or enforceability of these General Terms and Conditions, Bills or any other documents to be executed and delivered pursuant to the terms of these General Terms and Conditions except for registration with or approval from the State Bank of Vietnam as reported to the Bank by the Obligor.

10.5 Enforceability and ranking of loan

These Terms and Conditions and Bills, when executed and delivered hereunder, will constitute legal valid and binding obligations of the Obligor enforceable in accordance with their respective terms. The indebtedness and other obligations incurred and to be incurred by the Obligor under these General Terms and Conditions and Bills rank and will rank at least pari passu in priority of payment and in all other respects with all other unsecured indebtedness and obligations of the Obligor except for those which are preferred by operation of law.

10.6 No Event of Default

The Obligor or any of its guarantor is not in default under any agreement to which it is a party or by which it may be bound, a default in respect of which might have a material adverse effect on the Obligor or its operations, properties or financial condition.

10.7 No legal proceedings

No litigation, administrative proceeding or arbitration is presently pending or, to the best knowledge of the Obligor, threatened against it or any of its properties, which might have a material adverse effect on the Obligor's operations, properties or financial condition.

10.8 Information

All information relating to the Obligor heretofore delivered to the Bank in connection with these General Terms and Conditions is complete and correct in all material respects.

10.9 Financial statement

The Obligor's financial statement which have been furnished to the Bank are complete and correct, and fairly present the financial condition of the Obligor and the results of its operations and transactions, and have been prepared in accordance with generally accepted accounting principles in Obligor's country consistently applied by the Obligor throughout the periods involved. There are no liabilities, direct or indirect, fixed or contingent, of the Obligor as of the dates of such balance sheets which are not reflected therein or in the notes thereto.

Article 11. Covenants

11.1 Throughout the life of these General Terms and Conditions, the Obligor shall provide the Bank with copies of its unaudited financial statements for the first half of each fiscal year and its audited financial statements (consolidated, if available), for each fiscal year as they are available but in any event not later than thirty (30) days after the close of the concerned period in the case of semi-annual financial statements and not later than ninety (90) days after the close of each fiscal period covered by an audited financial statement (consolidated, if available), and such other information respecting the financial condition and operations of the Obligor as the Bank may from time to time reasonably request. Each financial statement provided hereunder shall have been prepared in accordance with generally accepted accounting principles of the Obligor's country and certified by independent public accountants satisfactory to the Bank. The Obligor shall ensure that the representations and warranties contained in these General Terms and Conditions remain at all times true and accurate.

11.2 The Obligor shall promptly give notice to the Bank of any litigation and of any proceedings by or before any governmental agency and of all disputes concerning the Obligor or any of the assets of the Obligor, any of which may have a material adverse affect on the operations or financial condition of the Obligor.

11.3 Upon request of the Bank, the Obligor shall, during normal business hours, give access to any representative of the Bank and permit the Bank to examine or make extracts from such of its books, records and documents as may be pertinent to the ability of the Obligor to perform hereunder or under the documents executed pursuant hereto.

11.4 As soon as possible but in any event within ten (10) days after the occurrence, the Obligor shall give written notice to the Bank of any Event of Default or any event which, with the giving of notice or passage of time or both, would become an Event of Default and of any other matter which has resulted or might result in a material adverse change in the Obligor's operations or financial condition (each such notice setting forth the nature of such event and the steps being taken by the Obligor to remedy such event).

11.5 The Obligor shall not, without a prior written consent of the Bank, create or permit to arise or subsist any mortgage, charge, pledge, lien or other security interest upon the whole or any part of its real property.

11.6 The Obligor shall not, without a prior written consent of the Bank, reorganize or consolidate with or merge into any other person, nor dispose of (whether in one transaction or in a series of transactions) all or any substantial part of its property, whether now owned or hereafter acquired.

11.7 The additional representations, warranties, covenants and agreements (if any) contained on Annex A hereto shall be incorporated by reference herein and made a part hereof.

Article 12. Obligation to Repurchase Discounted Bills

12.1 The Obligor shall automatically repurchase and immediately pay at the face value all the Bills discounted by the Bank, without demand or notice from the Bank, if any of the events described in Article 5 occurs with respect to the Obligor, and the Obligor shall repurchase and immediately pay at the face value all the discounted Bills which are not paid on the due date by the payor of the Bills (including the drawer of a promissory note or the acceptor of a draft) or any of the events described in Article 10 occurs with respect to such payor.

12.2 If deemed by the Bank to be necessary to protect its rights, the Obligor shall, upon the Bank's demand, repurchase and pay immediately the Bills at the face value thereof; regardless whether those conditions set forth in the preceding Paragraph are satisfied.

12.3 Until the obligations under the preceding Paragraphs 1 and 2 are discharged in full by the Obligor, the Bank may exercise any and all rights as a holder of the Bill.

12.4 The obligations of the Obligor under Paragraphs 1 and 2 will be waived and the Bill discount transaction shall continue if the Bank expressly waives the effect of Article 11.

Article 13. Right of Set-off

In addition to and not in limitation of all rights of offset that the Bank may have under applicable law, the Bank shall, upon the occurrence and during the continuance of any Event of Default and whether or not the Bank has made any demand or any obligations are matured, have the right to appropriate all deposits of the Obligor or any of its guarantor and apply to the payment of the obligations owing to the Obligor by the Bank, whether or not related to these General Terms and Conditions, the other loan documents or any transaction hereunder.

Article 14. Assumption of Risks and Indemnification

14.1 In the event that Bills which the Obligor has drawn, endorsed, accepted or guaranteed, or instruments which the Obligor has furnished to the Bank are lost, destroyed, damaged or delayed in arrival, due to causes not attributable to the Bank, such as force majeure, disasters, calamities or accidents during transit, the Obligor shall pay, together with all expenses, the Obligor's obligations as recorded on the Bank's books, vouchers, etc. and further, upon the Bank's demand, the Obligor shall forthwith provide the Bank with substitute Bills or other instruments.

14.2 The provisions in Paragraph 1 shall apply mutatis mutandis to the loss, destruction or damages of any collateral which the Obligor has furnished to the Bank due to causes not attributable to the Bank as set forth in Paragraph 1.

14.3 Even if the Bank's rights arising under Bills are unenforceable due to lack of legal requirements, or due to invalid entries thereon, or extinguished due to any failure to comply with the procedure required for protection of the Bank's rights, the Obligor shall remain liable for the face value of such Bills.

14.4 If the Bank has entered into transactions or has handled matters after making adequate visual inspection to check the seal impression or signature on the Bills or instruments against the Obligor's specimen seal impression or specimen signature previously filed with the Bank and finding such to be genuine, the Obligor shall be liable for any losses and damages arising from forgery, alteration, wrongful use, etc., of the Bills, instruments and seals or signatures, and shall be liable in accordance with the terms of any such Bills or instruments.

Article 15. Filing with the Bank and Changes thereof

15.1 The Obligor shall file with the Bank in the form prescribed by the Bank the following:

the Obligor's name, trade name, representative, address, telephone number and seal or signature, etc., and the name and seal or signature of the Obligor's agent, if any transaction is performed with the Bank through such agent.

15.2 The Obligor shall forthwith notify the Bank in writing of any change in the matters filed with the Bank as set forth in Paragraph 1. The Obligor shall also notify the Bank of any changes that have been registered in the Company Registry. The notice shall be effective on the date immediately following the date of receipt of the notice, and the Bank shall have no responsibility for the Obligor's losses and damages relating the notice, that are incurred prior to the effective date of such notice.

Article 16. Effect of Notice

16.1 Any notice given by the Bank or any document dispatched by the Bank to the Obligor's latest address filed with the Bank shall be deemed to have been delivered at the time it normally should have been delivered, notwithstanding any delay in or failure of delivery to the Obligor.

16.2 Copies kept by the Banks of the notices or documents forwarded by the Bank to the Obligor and the Bank's record indicating such forwarding and date thereof shall constitute prima facie evidence that the Bank has given the notices or documents on such date and time as recorded in the Bank's book.

Article 17. Report and Investigation

17.1 Upon the Bank's demand, the Obligor shall promptly submit to the Bank, reports with respect to the Obligor's assets, management, the status of business or performance of credit conditions and any other important matters; and the Obligor shall also provide assistance necessary for the Bank's investigation of the obligor's accounts, factories, place of business or any other matters, upon the Bank's request.

17.2 The Obligor shall promptly submit to the Bank, without the Bank's request, a report of any material change that has occurred or is likely to occur with respect to the Obligor's assets, management or the status of business or other matters which may affect the Obligor's transactions with the Bank.

17.3 If there exists any reasonable cause for the Bank to determine it appropriate for the protection of the Bank's rights based on the reports and investigations submitted in accordance with Paragraphs 1 and 2, the Bank may at any time send members of its own staff, to the extent necessary, to investigate or supervise the Obligor's business management. The Obligor shall provide any assistance required to such personnel for their investigation or supervision of the Obligor's business management.

Article 18. Place of Performance

Any obligations in connection with the Obligor's transactions with the Bank referred to in Article 1 shall be performed at the Bank's branch that conducts transactions with the Obligor, unless otherwise agreed, provided, however, if such branch has been closed or if deemed necessary for the management of non-performing credit or for any other reasonable causes, the Bank may transfer the management of credit to the principal office of the Bank, the regional administrative headquarter for Vietnam or any other branch offices. Such transferred obligations of the Obligor shall be performed at the principal office of the Bank or the branch office to which the management of credit has been transferred.

Article 19. Other Agreements and Governing Law

19.1 In addition to these General Terms and Conditions, other agreements, such as Credit Agreement, Guarantee Agreement, Import Transaction Agreement and any other agreements, shall apply to the transaction as appropriate. If there is any discrepancy between these General Terms and Conditions and other agreements, the terms of the other agreements shall prevail.

19.2 The General Terms and Conditions and other agreements shall be governed by and construed in accordance with internal rules and practices of the Bank and/or the laws of Vietnam. The matters not provided for in the General Terms and Conditions and other agreements shall be governed by the relevant laws and regulations in Vietnam and/or the internal rules and practices of the Bank, unless otherwise agreed.

Article 20. Amendment to the General Terms and Conditions

20.1 If the Bank intends to amend the General Terms and Conditions and the terms of other agreements, the Bank shall keep notices of the amendment in the offices of the Bank. All such notices shall contain a statement set forth in Paragraph 2 below.

20.2 The proposed amendment to the General Terms and Conditions and other agreements shall be deemed accepted and agreed to by the Obligor, unless the Bank receives the Obligor's written objection to such amendment within one (1) month after keeping the notices.

Article 21. Jurisdiction

The Obligor hereby agrees and consents that, in addition to the jurisdiction prescribed by law, the district court having jurisdiction over the business offices of the Bank shall have jurisdiction over any legal action instituted between the Bank and the Obligor, the guarantor or owner of collateral in connection with the credit transaction under the General Terms and Conditions, provided, however, if the Bank transferred the management of credit to the principal office of the Bank or any other branch offices due to the closure of the originating branch, the necessity for the management of non-performing credit or any other reasonable causes, the Obligor agrees and consents that the district court having jurisdiction over the principal office of the Bank, regional administrative headquarter for Vietnam or the branch office to which the management of credit has been transferred shall have jurisdiction over such legal actions.

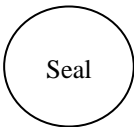
Article 22. Language

The General Terms and Conditions shall be executed in the English language and the Vietnamese language. In the event of any conflict between the English version and the Vietnamese version, the English version shall prevail.

I/we hereby duly acknowledge of the receipt of a copy of the General Terms and Conditions and confirm that I/we understand substantial meanings of the provisions which have been sufficiently explained by the bank's Officer.

Date:

For and on behalf of



by
(Authorized Signature(s))

Name :

Title :

