

To : MUFG Bank, Ltd., Ho Chi Minh City Branch Hanoi Branch (the “**Bank**”)

Date :

LETTER OF COMMITMENT

We,

established and operate under Enterprise Registration Certificate no.
issued by
dated

having our head office located at
refer to our Request to Open Bank Account dated
hereby would like to **seek the Bank’s kind acceptance for our delay in submission of decision on appointment of chief accountant and registration for chief accountant’s signature in the application dossier for account opening** as
In term of new establishment,
In term of personnel change,
Other reasons:

we have not yet appointed a Chief Accountant or arranged for a person-in-charge in accounting.
Upon the Bank’s acceptance, by this Letter of Commitment (“**Letter**”), we hereby confirm and agree that:

1. We shall submit to you all aforesaid documents as soon as practically possible and take all responsibilities arising in connection with the late submission of these documents.
2. Prior to our full submission of all aforesaid documents, we hereby instruct the Bank to accept all instructions and orders relating to our account at the Bank that have been created and validly signed by the authorized representative stated in the Application for Open of Bank Account as valid instructions and orders, regardless of whether such instructions and orders have been affixed with the chief accountant’s/ person-in-charge in accounting’s signature or not. In any circumstances, the Bank is not obliged to verify the chief accountant’s/ person-in-charge in accounting’s signature on these instructions or orders.

We undertake further that:

- (i) We agree to indemnify and keep the Bank indemnified, immediately on demand, from and against any and all actions, proceedings, and claims brought or threatened by any party or person whatsoever against the Bank, and all losses, damages, liabilities, fines, expenses, and amounts paid in settlements (collectively, “**Loss**”) including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and interest, penalties and legal costs and all other reasonable professional costs and expenses relating thereto, arising out of or in connection with the Bank’s action or omission to act in reliance on our undertakings under the terms of this Letter, even if we are not at fault of such Loss.
- (ii) We agree and undertake to compensate the Bank for any and all Loss which the Bank may sustain, suffer or incur (including without prejudice to the generality of the foregoing any sums the Bank may be obliged to pay to a third party) arising from, or in connection with, regardless of being directly or indirectly, any and all of our violation and/or non-compliance to the laws, this Letter and/or any other agreements with the Bank.
- (iii) We agree to not hold the Bank responsible, whether in contract or non-contract (including without limitation negligence or breach of statutory obligation) or in any way whatsoever, for any Loss suffered by us as consequence of the Bank’s action or omission to act in reliance on our undertakings under the terms of this Letter.
- (iv) We agree that all sums payable by us to the Bank under this Letter shall be paid in full to the Bank without any set-off or deductions, condition, or counterclaim whatsoever; and free and clear of any deductions or withholdings whatsoever except as may be required by law which is binding on the Bank. If a payment due from us under this Letter is subject to tax (whether by way of direct assessment or withholding at its source), the Bank shall be entitled to receive from us such amounts as shall ensure that the net receipt, after tax, to the Bank respect of the payment is the same as it would have been where the payment not subject to tax.

This Letter shall be effective as from the date of acceptance of the Bank and is irrevocable on the part of us as and when we sign and submit this Letter to the Bank.

For and on behalf of	<i>For Bank’s use only</i>	
	<i>Signature verified by</i>	<i>Accepted by</i>
Name: Title:		<i>Name & Title: Date:</i>