

To: MUFG Bank, Ltd.,

☐ Ho Chi Minh Branch (the "Bank")

☐ Ha Noi Branch (the "Bank")

Date:

LETTER OF COMMITMENT (the "Letter")

We – _____,
a company established and operates under Enterprise Registration Certificate No. _____,
issued by _____ dated _____ having our head office
located at _____,
refer to the Account Opening Form dated _____, in which we have requested the Bank to open an

☐ Foreign Investment Capital Account in Vietnam ("ICA") ☐ Indirect Investment Account ("IIA")¹.

We have been advised by the Bank and understood that current regulation only allow to maintain at one bank at a time.

We hereby undertake that, up to the date of the above-mentioned Account Opening Form until the _____ is opened at the Bank, and for as long as we maintain such _____, we have not, and shall not, maintain any _____ at any other banks.

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	For Bank's use only	
Name:	Signature verified by	Accepted by
Title:		Name: Title: Date:

¹ Select the appropriate one.