

## Terms and Conditions of Home Loan Referral Program

### **ARTICLE 1: SCOPE OF COOPERATION**

When a customer of the Referrer (hereafter called the “**Customer**”) has a demand to apply for a home loan, the Referrer will make a referral of the potential home loan (the “**Referral**”) to the Bank by (i) introducing the Customer the home loan service of the Bank; and (ii) referring the Customer to the Bank. The Bank will assess the Customer’s loan application and grant the Customer a loan if the Customer meets conditions for a loan required by Vietnamese laws and the Bank’s regulations.

The agreement between the Bank and the Customer relating to the loan will comply with Vietnamese laws, regulations of the Bank and agreement between the Bank and the Customer.

### **ARTICLE 2: COMMISSIONS**

2.1 The Commission (after the Bank withholds personal income tax as required by law) will be paid to the Referrer’s account at the Bank as specified in the Referral Letter within 30 days from the date on which all Loan Amount has been disbursed in full. The Commission shall be calculated as follows:

<b>Commonwealth Bank of Australia – Ho Chi Minh City Branch</b>			
<b>Referred Loan Disbursed Amount</b>	<b>Commission amount (before personal income tax withheld)</b>	<b>Net payment to Referrer (after personal income tax withheld) (with PIT code), depending on Item 2.2</b>	<b>Net payment to Referrer (after personal income tax withheld) (without PIT code), depending on Item 2.2</b>
VND200,000,000-VND 499,999,999	VND 1,000,000	VND 1,000,000 or another amount after the Bank withholds personal income tax as required by applicable law	VND 1,000,000 or another amount after the Bank withholds personal income tax as required by applicable law
VND500,000,000-VND 999,999,999	VND 2,000,000	VND 1,800,000 or another amount after the Bank withholds personal income tax as required by applicable law	VND 1,800,000 or another amount after the Bank withholds personal income tax as required by applicable law
VND1,000,000,000-VND 1,999,999,999	VND 3,000,000	VND 2,700,000 or another amount after the Bank withholds personal income tax as required by applicable law	VND 2,700,000 or another amount after the Bank withholds personal income tax as required by applicable law
VND2,000,000,000-VND 3,499,999,999	VND 4,000,000	VND 3,600,000 or another amount after the Bank withholds personal income tax as required by applicable law	VND 3,600,000 or another amount after the Bank withholds personal income tax as required by applicable law
VND3,500,000,000 or above	VND 5,000,000	VND 4,500,000 or another amount after the Bank withholds personal income tax as required by applicable law	VND 4,500,000 or another amount after the Bank withholds personal income tax as required by applicable law

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2.2 The Commission plus interest rate of deposits product in Vietnamese dong (if any) to be applicable to each customer must not exceed the maximum interest rate to be issued by the State Bank of Vietnam in the time the Bank pays Commission for Referrer.

2.3 The Bank will transfer the net payment as illustrated in the third column of the above table to the Referrer in the case the Referrer obtained and has provided the Bank with his/her personal income tax code prior to or on the signing date of the Agreement. In the case the Referrer has not provided or cannot provide the Bank with his/her personal income tax code, the Bank is entitled to withhold personal income tax from the Commission at the rate as provided by Vietnamese Tax Laws.

2.4 The net payment to Referrer (after personal income tax withheld) may be varied from time to time, subject to the change of the Commission amount (before personal income tax withheld) and in personal income tax regulations.

2.5 The Commission amount (before personal income tax withheld) under the Home Loan Referral Program is not subject to the change in the personal income tax regulations.

2.5 The Commission shall not be paid for the Referrals in the following cases:

- The Bank has declined the Referral.
- The Bank has refused to grant a home loan to the Customer.
- The Bank has received a referral made by another person of the same home loan (but not necessary of the same application amount) for the same Customer prior to its receipt of the Referral under this Agreement.
- The Customer has approached the Bank for the home loan prior to the Bank's receipt of the Referral Letter.
- The Customer was or has been an existing customer of the Bank.
- The Referral is made in connection with the Customer's application for increase of an amount of loan or amendment of an existing loan with the Bank.
- Any conflicts arise among related parties in connection with the loan.
- Any information provided by the Customer to the Bank for the Bank's assessing the loan application or disbursement of the loan is or proves to have been incorrect or misleading.
- The payment of the Commission or the Commission is not in line with regulations of the Bank and/or Vietnamese laws.
- The Referrer violates Vietnamese laws in connection with its performance of this Agreement.
- Employees and staff of Financial Institutions/Banks which also offer retail lending products in Vietnam market.

**ARTICLE 3: RIGHTS AND OBLIGATIONS OF PARTIES**

3.1 Rights and obligations of the Bank:

3.1.1 The Bank shall have the following rights:

- accept and decline any Referral with or without reasons;

- terminate the Home Loan Referral Program without prior notice to the Referrer. For the avoidance of doubt, the termination of the Home Loan Referral Program shall not prejudice the rights and obligations of any party to the Agreement that have been arising out of the Agreement on or prior to the termination of the Home Loan Referral Program;
- at any time and from time to time during the period of this Agreement, amend and/or revise (including adding and/or deleting any provisions) the Terms and Conditions The Bank shall notify the Referrer in writing on such amendments and/or revisions. The Referrer shall acknowledge its acceptance for such amendments and/or revisions immediately upon receipt of notification of the Bank. The amendments and/or revisions shall be effective from the date of the Referrer's acknowledgement unless otherwise agreed by the Bank;
- terminate the Agreement by giving a notice to the Referrer when the Bank or the Referrer is not allowed to enter into or implement the Agreement;
- work directly with the Customer after the Customer has been referred to the Bank without any notice to the Referrer; and
- other rights as provided by law.

3.1.2 The Bank shall have the obligation to pay to the Referrer a Commission in accordance with the Terms and Conditions after withholding personal income tax or other relevant taxes applicable to the Referrer as required by Vietnamese law.

3.1.3 The Bank has obligation to pay the personal income tax withheld from the Commission in accordance with Vietnamese law.

## 3.2 Rights and Obligations of the Referrers:

3.2.1 The Referrer shall have the rights to require the Bank to pay the Commission in accordance with the Terms and Conditions.

3.2.2 The Referrer shall have the following obligations:

- cooperate with the Bank to refer potential Customers who have a demand for home loan;
- not to involve (except with the Bank's written authorization) in all disputes or negotiations between the Bank and the Customer;
- provide your personal income tax code to the Bank prior to or on the date of signing the Agreement. In the case the Referrer has not provided or cannot provide the Bank with his/her personal income tax code, the Bank is entitled to withhold personal income tax from the Commission at the rate as provided by Vietnamese Tax Laws.
- acknowledge his/her acceptance for any amendments to and/or revisions of the Terms and Conditions immediately upon receipt of notification of the Bank on such amendments and/or revisions as provided in Article 3.1.1 of the Terms and Conditions. The amendments and/or revisions shall be effective from the date of the Referrer's acknowledgement unless otherwise agreed by the Bank.
- comply with regulations, requirements and guidance of the Bank in opening account, paying personal income tax and receiving the Commission as well as related procedures arising in implementing the Terms and Conditions upon the Bank's requests;
- keep confidential any information on business of the Bank and the Customers and not to disclose any of such information to any third party without prior written consent of the Bank, and not to use the Bank's information for any purposes other than the Referrals;
- comply with any law, license and code of conduct or code of practice applicable to the Referral;

- be honest in introducing the Bank’s products and services to the Customers and provide the Customer with correct information of the Bank’s products and services and terms and conditions thereof;
- open a Flexi Access Account at the Bank in accordance with the Bank’s guidelines for the purpose of receipt of the Commission and other personal banking transaction (if any);
- compensate the Bank for and indemnify the Bank against any cost, claim, loss, expense or liability, which the Bank may sustain or incur as a consequence of any breach by the Referrer of any provision of the Terms and Conditions;
- not to advise or provide hints or promises that the Bank was/is/will be able to approve Customer’s loan application;
- not to change, edit the content appeared in any materials provided by the Bank;
- introduce the Bank’s products and services to promote the Bank’s reputation and is not allowed to make any disadvantage impact to the Bank’s prestige and brand name; and
- not to represent on behalf of the Bank and/or use the Bank’s brand name to introduce any other products and services and/or for other purposes.

#### **ARTICLE 4: GOVERNING LAW AND DISPUTE RESOLUTION**

The Agreement is governed by Vietnamese law.

Any dispute, controversy or claim arising out of or in connection with the Terms and Conditions (a “**Dispute**”) shall be amicably resolved by both parties. If the parties cannot resolve a Dispute through amicable settlement, either party may submit the Dispute to be settled by Vietnamese courts.

#### **ARTICLE 5: MISCELLANEOUS**

The Agreement shall take effect from the date on which authorized signatory of the Bank signs in the Referral Letter.

This Agreement is made in four (04) original copies, two (02) original copies in English and two (02) original copies in Vietnamese, all of which are of equal validity. In the case of any inconsistency between English version and Vietnamese version, the Vietnamese version shall prevail unless otherwise required by law.

#### **ARTICLE 6: DEFINITIONS**

In the Terms and Conditions:

“**Customer**” has the meaning given to it in Article 1 (Scope of cooperation) of the Terms and Conditions.

“**Referrer**” means the person specified in the Referral Letter who introduces or refers a customer to the Bank.

“**Referral**” has the meaning given to it in Article 1 (Scope of cooperation) of the Terms and Conditions.

“**Bank**” means Commonwealth Bank of Australia – Ho Chi Minh City Branch and its staffs, officers and employees.

“**Loan Amount**”: is home loan amount provided by the Bank when the Customer applies for loan and meet all the conditions to obtain home loan under the Bank’s terms and conditions for home loan.

“**Commission**” means a fee amount which the Bank will pay to Referrer in connection with the Referral if the referred loan was disbursed in accordance with Article 2 of the Terms and Conditions.

## Terms and Conditions of New Vehicle Loan Referral Program

### **ARTICLE 1: SCOPE OF COOPERATION**

When a customer of the Referrer (hereafter called the “**Customer**”) has a demand to apply for a new vehicle loan, the Referrer will make a referral of the potential vehicle loan (the “**Referral**”) to the Bank by (i) introducing the Customer the vehicle loan service of the Bank; and (ii) referring the Customer to the Bank. The Bank will assess the Customer’s loan application and grant the Customer a loan if the Customer meets conditions for a loan required by Vietnamese laws and the Bank’s regulations.

The agreement between the Bank and the Customer related to the loan will comply with Vietnamese laws, regulations of the Bank and agreement between the Bank and the Customer.

### **ARTICLE 2: COMMISSIONS**

2.1 The Commission (after the Bank withholds personal income tax as required by law) will be paid to the Referrer’s account at the Bank as specified in the Referral Letter within 30 days from the date<sup>1</sup> on which all Loan Amount has been disbursed in full. The Commission shall be calculated as follows:

<b>Commonwealth Bank of Australia – Ho Chi Minh City Branch</b>			
<b>Commission amount per Referral (before personal income tax withheld)</b>	<b>Net payment per Referral (after personal income tax withheld) (with PIT code), depending on Item 2.2</b>	<b>Net payment per Referral (after personal income tax withheld) (without PIT code), depending on Item 2.2</b>	<b>Referred Loan Disbursed Amount</b>
VND 1,666,667	VND 1,666,667 or another amount after the Bank withholds personal income tax as required by applicable law	VND 1,666,667 or another amount after the Bank withholds personal income tax as required by applicable law	Below VND 500,000,000
VND 2,777,778	VND 2,500,000 or another amount after the Bank withholds personal income tax as required by applicable law	VND 2,500,000 or another amount after the Bank withholds personal income tax as required by applicable law	From VND 500,000,000 and above

2.2 The Commission plus interest rate of deposits product in Vietnamese dong (if any) to be applicable to each customer must not exceed the maximum interest rate to be issued by the State Bank of Vietnam in the time the Bank pays Commission for Referrer.

2.3 The Bank will transfer the net payment per Referral as illustrated in the second column of the above table to the Referrer in the case the Referrer obtained and has provided the Bank with his/her personal income tax code prior to or on the signing date of the Agreement. In the case the Referrer has not provided or cannot provide the Bank with his/her personal income tax code, the Bank is entitled to withhold personal income tax from the Commission at the rate as provided by Vietnamese Tax Laws.

2.4 The net payment to Referrer (after personal income tax withheld) may be varied from time to time, subject to the change of the Commission amount (before personal income tax withheld) and in personal income tax regulations.

2.5 The Commission amount per Referral (before personal income tax withheld) under the New Vehicle Loan Referral Program is not subject to the change in the personal income tax regulations.

2.6 The Commission shall not be paid for the Referrals in the following cases:

- The Bank has declined the Referral.
- The Bank has refused to grant a vehicle loan to the Customer.
- The Bank has received a referral made by another person of the same vehicle loan (but not necessary of the same application amount) for the same Customer prior to its receipt of the Referral under this Agreement.
- The Customer has approached the Bank for the vehicle loan prior to the Bank's receipt of the Referral Letter.
- The Customer was or has been an existing customer of the Bank.
- The Referral is made in connection with the Customer's application for increase of an amount of loan or amendment of an existing loan with the Bank.
- Any conflicts arise among related parties in connection with the loan.
- Any information provided by the Customer to the Bank for the Bank's assessing the loan application or disbursement of the loan is or proves to have been incorrect or misleading.
- The payment of the Commission or the Commission is not in line with regulations of the Bank and/or Vietnamese laws.
- The Referrer violates Vietnamese laws in connection with its performance of this Agreement.
- Employees and staff of Financial Institutions/Banks which also offer retail lending products in Vietnam market;

### **ARTICLE 3: RIGHTS AND OBLIGATIONS OF PARTIES**

3.1 Rights and obligations of the Bank:

3.1.1 The Bank shall have the following rights:

- accept and decline any Referral with or without reasons;
- terminate the New Vehicle Loan Referral Program without prior notice to the Referrer. For the avoidance of doubt, the termination of the New Vehicle Loan Referral Program shall not prejudice the rights and obligations of any party to the Agreement that have been arising out of the Agreement on or prior to the termination of the New Vehicle Loan Referral Program;
- at any time and from time to time during the period of this Agreement, amend and/or revise (including adding and/or deleting any provisions) the Terms and Conditions. The Bank shall notify the Referrer in writing on such amendments and/or revisions. The Referrer shall acknowledge its acceptance for such amendments and/or revisions immediately upon receipt of notification of the Bank. The amendments and/or revisions shall be effective from the date of the Referrer's acknowledgement unless otherwise agreed by the Bank;
- terminate the Agreement by giving a notice to the Referrer when the Bank or the Referrer is not allowed to enter into or implement this Agreement;
- work directly with the Customer after the Customer has been referred to the Bank without any notice to the Referrer; and
- other rights as provided by law.

3.1.2 The Bank shall have the obligation to pay to the Referrer a Commission in accordance with the Terms and Conditions after withholding personal income tax and other relevant taxes applicable to the Referrer as required by Vietnamese law.

3.1.3 The Bank has obligation to pay the personal income tax withheld from the Commission in accordance with Vietnamese law.

### 3.2 Rights and Obligations of the Referrers:

3.2.1 The Referrer shall have the rights to require the Bank to pay the Commission in accordance with the Terms and Conditions.

3.2.2 The Referrer shall have the following obligations:

- cooperate with the Bank to refer potential Customers who have a demand for new vehicle loan;
- not to involve (except with the Bank's written authorization) in all disputes or negotiations between the Bank and the Customer;
- provide your personal income tax code to the Bank prior to or on the date of signing the Agreement. In the case the Referrer has not provided or cannot provide the Bank with his/her personal income tax code, the Bank is entitled to withhold personal income tax from the Commission at the rate as provided by Vietnamese Tax Laws.
- acknowledge his/her acceptance for any amendments to and/or revisions of the Terms and Conditions immediately upon receipt of notification of the Bank on such amendments and/or revisions as provided in Article 3.1.1 of the Terms and Conditions. The amendments and/or revisions shall be effective from the date of the Referrer's acknowledgement unless otherwise agreed by the Bank.
- comply with regulations, requirements and guidance of the Bank in opening account, paying personal income tax and receiving the Commission as well as related procedures arising in implementing the Terms and Conditions upon the Bank's requests;
- keep confidential any information on business of the Bank and the Customers and not to disclose any of such information to any third party without prior written consent of the Bank, and not to use the Bank's information for any purposes other than the Referrals;
- comply with any law, license and code of conduct or code of practice applicable to the Referral;
- be honest in introducing the Bank's products and services to the Customers and provide the Customer with correct information of the Bank's products and services and terms and conditions thereof;
- open a Flexi Access Account at the Bank in accordance with the Bank's guidelines for the purpose of receipt of the Commission and other personal banking transaction (if any);
- compensate the Bank for and indemnify the Bank against any cost, claim, loss, expense or liability, which the Bank may sustain or incur as a consequence of any breach by the Referrer of any provision of the Terms and Conditions;
- not to advise or provide hints or promises that the Bank was/is/will be able to approve Customer's loan application;
- not to change, edit the content appeared in any materials provided by the Bank;
- introduce the Bank's products and services to promote the Bank's reputation and is not allowed to make any disadvantage impact to the Bank's prestige and brand name; and
- not to represent on behalf of the Bank and/or use the Bank's brand name to introduce any other products and services and/or for other purposes.

### **ARTICLE 4: GOVERNING LAW AND DISPUTE RESOLUTION**

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“**Referral**” has the meaning given to it in Article 1 (Scope of cooperation) of the Terms and Conditions.

“**Bank**” means Commonwealth Bank of Australia – Ho Chi Minh City Branch and its staffs, officers and employees.

“**Loan Amount**”: is vehicle loan amount provided by the Bank when the Customer applies for loan and meet all the conditions to obtain vehicle loan under the the Bank’s terms and conditions for vehicle loan.

“**Commission**” means a fee amount which the Bank will pay to Referrer in connection with the Referral if the referred loan was disbursed in accordance with Article 2 of the Terms and Conditions.

#### **Contact us:**

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