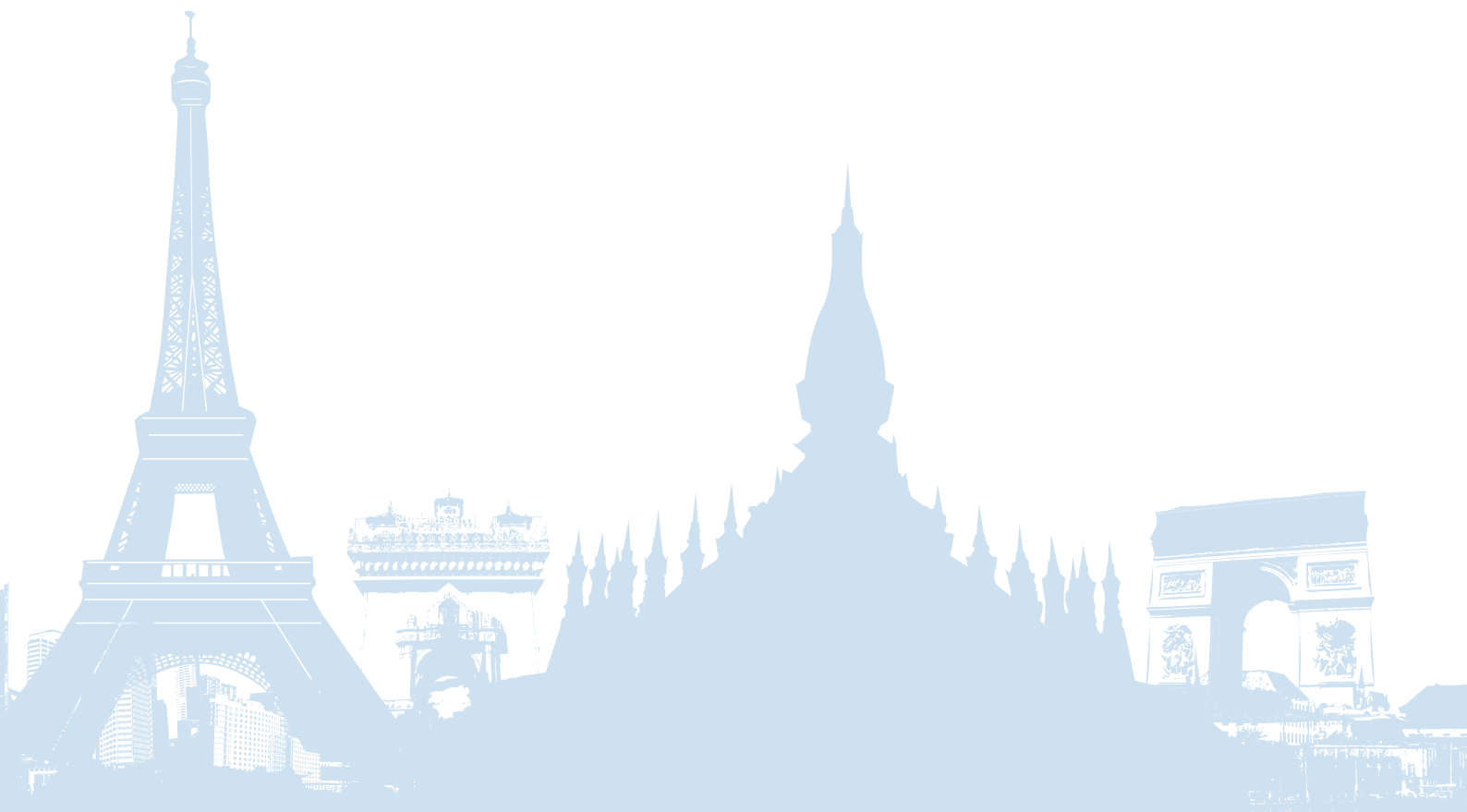


# General Account Terms and Conditions for Corporate, Institutional and Association

## APPENDIX

The account opening Agreement is formed on these Terms and any other  
Special Conditions or appendices delivered to The Client.



## Article 1: Account opening and effective date

Before opening an account, The Banque Franco-Lao Ltd., (hereinafter "The Bank") is free to require the applicant (hereinafter "The Client") to provide any documents it deems necessary to verify his/her identity, address, legal capacity and/or any other information or document necessary to process the application for opening the account and the future operation of the account.

The Bank reserves the right to accept or refuse an application to open an account. In case of refusal, The Bank is not obliged to provide the applicant with any reason for its decision. If accepted, The Bank shall send a letter of confirmation of the account opening and it is only from the date of this letter that the applicant (hereinafter "The Client") may regard his/her account as open, wherein, all Terms and Conditions of this document will come into force.

In expressing its agreement to open an account, The Bank agrees to make available in its books, an account to The Client for an indefinite period, producing all recognized legal effects and turning all transactions resulting from reciprocal claims as mere items of debit and credit. Are registered to the credit of account, the cash values resulting from all transactions including payment of cash, cheque cashing, transfers. Are registered to the debit of account, payments, including cash withdrawals, transfers, issuing cheques, credit cards. The difference between credit transactions and debit transactions is the account balance. The available balance of the current account is formed by the transactions giving rise to unquestioned, liquidated and payable claims. It is understood that opening an account involves no obligation on the part of The Bank to grant to The Client funds or appropriation of whatever nature, whether by signature (credit by signature), or by disbursement (overdraft facility).

## Article 2: Signatory(ies) specimen(s) and mandates

The account operates exclusively under the signature(s), the specimen(s) which have been collected at the time of account opening and the signature rules defined at the time of the opening. The account holder(s) may also designate one or more agents to operate the account within the limit of any rules that he/she has defined himself/herself. To be done so, a proxy form, available on request, must be completed and returned to The Bank, which will update the specimen of authorized signatures for the account. The Client is free at any time to request the cancellation of the proxy by sending a written instruction with acknowledgement of receipt to The Bank. The Bank cannot be held responsible for any irregular transactions by an agent not revoked, or whose removal from office has not been duly notified to The Bank.

## Article 3: Account merger and Compensation

If for the convenience of accounting, several accounts are opened in the name of The Client, whatever the currency for keeping such accounts or its purpose and in whatever agency they are opened, it is expressly agreed that the transactions in these various accounts are considered parts of a single account. The Bank is therefore, entitled to compensate them at any time, the balance of all accounts of its Client without it loses its ability to enforce each balance separately. Similarly, The Bank reserves the right at any time, to merge the various accounts of The Client by the writings of internal transfers, without causing any novation nor denied the right to request the coverage of the balance of each account separately or simply the income of the merger.

## Article 4: Cheque Books

The issuance of the cheque book is subject to the availability of this means of payment for the account that The Client has opened and the prior agreement of The Bank which reserves the right to refuse, without justification for any reason, the issue of a cheque book.

The cheque books available to The Client by The Bank contain blank secured cheques. The Client may collect them personally or through an agent duly accredited. The Bank reserves the right to destroy any cheque book not withdrawn within a maximum delay of one month according to the method it deems most secure for itself and its Client.

The Client will use the blank cheques that will be issued to him by The Bank to issue cheques from the account opened on its books. It is clear that The Client must follow a general duty of care and must take all precautions necessary for the security and use of cheque books and other payment methods that are issued to him, otherwise incur liability in case of fraudulent use by a third party.

## Article 5: Issuing cheques

Issuing a bounced cheque engages only the responsibility of The Client with all the consequences resulting there from. If rejected for lack or insufficient funds, The Bank will notify The Client. He/she is responsible to settle the amount of the unpaid cheque and any related fees or commissions or to make available sufficient funds for its payment by the drawee.

The Bank reserves the right to an injunction to immediately return the blank cheques in his possession and those held by his agents to stop issuing cheques and to deny the issuance of this means of payment. If rejected for any other reason (non-compliance of cheque, non-compliance of signature, etc.) The Bank shall not be held responsible for any damages arising from this refusal of payment.

## Article 6: Transfers

The transfer order is executed only if the account contains sufficient funds originating in, either the balance of the account or an opening of credit validly authorized by The Bank. The Bank also reserves the right to refuse any incomplete, incorrect instruction or that does not respect current laws and regulations. The Bank also has the discretion to require The Client to produce any supporting documentation for this transaction and put on hold the execution of the order until obtaining it. In general and whatever the reason, The Bank shall not be held responsible for delays in execution of a transfer order or any losses that may be linked, even if such delays fall on to it or not. It is clear that from the moment an order is submitted for execution to The Bank, The Client may still request its revocation or cancellation, but The Bank cannot be held responsible for the execution of the order in this interval.

Customer's Signature	
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## Article 7: Issuance and use of credit cards

Notwithstanding the specific conditions laid down by the membership contract to the system of payment by domestic or international credit cards, the credit card is governed by the general rules below:

- The Bank remains free to grant or refuse a card to its Client even though the means of payment is part of the products and services available for the account that The Client has opened;
- Upon issuance of a credit card, conditions of use thereof may be limited by The Bank to some services only, excluding other services provided to other cardholders;
- The use of this card is valid only for the operation of the account opened hereunder, except with specific approval from The Bank for use on multiple accounts of the same holder;
- It does not open to its holder any right to credit, unless otherwise agreed in writing;
- It must be used within the limit of the account credit balance;
- The card is issued for a specified period. It is and remains the property of The Bank. The closing of the account to which the card is linked results in the immediate expiration thereof and the obligation of The Client to return it immediately under penalty for any further usage;
- The Client is responsible for the security and use of the card and the secret code that is communicated to him/her privately or which he/she has personally chosen, it being understood that the debit generated entries are deemed to be under his/her responsibility and his/her transcript on the books of The Bank form evidence against him/her of his/her authenticity. The disagreement of The Client can in no case carry out a cancellation of the already recorded debits.

## Article 8: Collection of Values

The values delivered to The Bank for collection, are credited to The Client's account only after its effective collection. In case The Bank grants to The Client, advances for cheques or bills prior to its collection, it is entitled, in case of any incident of non- payment, to debit his/her account or for lack of funds to require him/her to make an immediate repayment. In cases where adjuncts (cheques or bills) returned unpaid are restored to The Client, this later makes it his/her personal business of recovery of the unpaid bills and cheques. The responsibility of The Bank is limited to no more than the written notification of the non-payment incident to The Client.

## Article 9: Interest, commissions, fees and accessories

Funds or overdraft facilities granted by The Bank give rise to the charge of interest and commissions. This rate varies according to The Bank's current prime rate. The Client accepts without restriction or reservation the principle of rate variability.

Besides the above instances where The Bank provides funds or overdraft facilities, The Client agrees without restriction or reservation that interest and commissions payable accrue to him/her each time or simply by way of compensation between the debit items and credit items or by the interplay of value dates and that his/her account or accounts assume a debtor position by capital or by values.

The Client acknowledges having been informed of the general conditions of current pricing applied by The Bank and approves them without reserve. These pricing conditions indicate major commissions, fees, rates or indexing principles and value dates apply to all transactions.

The Bank also has the option to modify without notice its pricing conditions. The pricing conditions of The Bank are available to The Client on his/her simple request. The Client must be informed of the current pricing before making a transaction and The Bank cannot receive any dispute about the pricing applied to such transaction or more generally to the operation of his/her account.

## Article 10: Settlements of Accounts

According to general conditions in force, accounts are settled at intervals specific to each type of account (monthly / quarterly / biannual / annual / other). Settlements of accounts are covered with a net balance automatically debited or credited to the Client's account, that is on whether it is about a claim of interest of The Bank (i.e. of The Client in favor of The Bank) or claim of interest of The Client (i.e. of The Bank in favor of The Client). Depending on the type of account, settlements can be made of the debit interest and / or credit interest and / or movement fee and / or commission or any other charges and commissions under this post.

## Article 11: Account statement

It is expressly agreed that an account statement is a legal document and can therefore be admitted as evidence between The Bank and its Clients. Account statements are sent at least, monthly, quarterly or yearly, to The Client depending on the type of account, to his/her last known address or to his/her agency. Account statements are complemented, where appropriate, by review of operations, registration date, amount and value date (effective date for calculating interest). The Client must claim the account statement(s) not received and verify the entries made, within a fortnight of the date of the account statement. After this period, no dispute will be accepted regarding the correctness and veracity of the account statement and in particular of any Bank charges levied.

The account statement produced by the ATM, the computer resources of the agency or by the online bank for the current period (i.e. between the date of final settlement and the current date) constitutes only a temporary statement and cannot be enforced against The Bank. Thus, the balance in such a document does not constitute the balancing of The Bank's transactions with its Client. Only an account statement certified by The Bank, in accordance with its books constitute proof of assets or debt of The Client, accurately and appropriately.

## Article 12: Overdraft facility, overdraft and failure conditions

It should be noted that opening an account has no obligations for The Bank to grant The Client funds or appropriation of any nature whatsoever, whether by signature (credit by signature) or by disbursement (overdraft facility). At the request of its Client and under some conditions, The Bank may grant:

- Overdraft facility used for a fixed or undetermined period.
- An overdraft for a fixed period.

Customer's Signature	
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The Client is then allowed to make his/her accounts receivable up to a specified period. It should be noted that merely exceeding this limit cannot be in any case be equated with an increase of the overdraft amount, or the overdraft facility, or other authorized funds. Similarly, the assignment of a security as cover for the current account balance does not mean opening a new credit.

It should also be noted that these funds granted by The Bank to a Client are "unconfirmed", meaning that The Bank reserves the right to reduce, interrupt or terminate them at any time and without notice, especially in cases of regular default or delay of Client payments, gross negligence against The Bank in using credit or if for any other reason The Bank considers justification for the termination of such authorization. In case of reduction, interruption or termination initiated by The Bank, The Client will be notified by registered letter with acknowledgement of receipt to his/her registered address. The Client will have 30 days to fulfill any outstanding sums to The Bank.

**Article 13: Duty of Vigilance**

Under existing regulations against financial crime, money laundering and terrorist financing, banks are bound to maintain financial vigilance, particularly in connection with capital movements. Therefore, The Client agrees to provide The Bank with any information or evidence it may request concerning any transactions through his/her accounts with The Bank. Failure to comply with these requirements will constitute a serious offence in respect of The Bank, which will then take all the precautionary measures it deems appropriate with respect to the account or the transaction in question.

**Article 14: Account operating incidents**

**14.1 Stop payment**

Under current law, it is allowed to stop payment on a cheque in respect of loss or theft. Stop payment on cheques must be notified through a specific form held at The Bank for its Clients or by mail. Whatever the format chosen by The Client to ask for the stop payment of a cheque, the documents must be compulsorily delivered against receipt to The Bank to be taken into account. If it is in writing, The Client must identify precisely the cheque(s) struck by cancellation of payment (cheque number, account number, amount, issue date and payee name) and must be accompanied by any relevant documentation. Any stop payment not justified by any reason set out above is the sole responsibility of The Client.

The Bank records the stop payment in its books and takes the appropriate action under the sole responsibility of The Client.  
The Bank cannot be held responsible if a cheque is presented for payment before The Bank has been notified by The Client to stop payment.

**14.2 Garnishment and Notice to Third Party Holder**

The Bank must submit to judicial and regulatory proceedings as a third party to freeze accounts for the amount indicated in a garnishment or Notice to Third Party Holder if the account position permits. In case of insufficient funds, freezing is based on the available amount. By express agreement between the parties, any garnishment or notice to Third Party Holder notified to The Bank will be charged commission as contained in the terms and tariffs available upon request.

**Article 15: Causes of closure**

An account may be terminated at the initiative of The Client without notice, and at the initiative of The Bank with notice of 30 days, notified by registered letter with acknowledgement of receipt. The notice period will start from the date of dispatch of the letter with acknowledgement of receipt to The Client at his/her last address recorded in the books of The Bank notifying him/her that the account is closed.

However, this agreement ends automatically and without notice in cases of serious misconduct, in the misuse of credit or in respect of The Bank. In this context, the following acts constitute serious misconduct:

- Issuing a cheque from an account whose holder is prohibited from cheque books.
  - Using an account for transactions that would constitute a financial crime, money laundering or terrorist financing.
  - Communication by The Client of an incorrect address or failure to notify The Bank of any change of address within one month of the change being made.
- In cases of termination without prior notice, The Client will be notified by the sending of a registered letter with acknowledgement of receipt addressed to his/her last address recorded in the books of The Bank notifying him/her that the account is closed. This closure is effective 24 hours after the date of the dispatch of the letter.

**Article 16: Effects of closure**

By express agreement, The Bank reserves the right to consider that closure of an account will automatically close all the accounts in the name of The Client in The Bank books regardless of their nature and title. In case of a debit balance, The Bank retains the right, as collateral and pledges, any time-deposit accounts which it will offset against the debit balance.

As a result of this merger, all advances made by The Bank, in any form whatsoever, including commitments by signature, become as of right due.  
The Bank is entitled to register on the debit current account all ongoing transactions.  
The closing of the current account at the initiative of The Client makes due all claims of The Bank on him/her, even those not yet matured. This closure will not stop the course of interest that continues to accrue at the agreed rate in force up until the full repayment of the debit balance. It is thus for all transactions not registered with the debit account by The Bank at the time of closing the account.

**Article 17: Record Retention**

The documents and materials used for operating an account, such as cheques, bills, transfers and other orders signed by The Client or his/her agents are retained by The Bank for a period of 10 years. After this period, The Client may not rely on the availability of such documents, archived or destroyed, to authenticate or verify entries made in his/her account or on his/her order.

**Article 18: Powers of The Bank representatives**

Any document evidencing an undertaking of The Bank is not binding on it if not signed by persons authorized to engage in this case. The list of The Bank representatives and details of their powers and specimens of signatures can be viewed at headquarters and at all branches of The Bank.  
In any case, The Bank cannot be held liable for commitments made by unauthorized persons or by persons acting beyond their mandate.

Customer's Signature	
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#### Article 19: Exercise of Rights

All rights granted to The Bank herein or by any other document issued in pursuance or in connection with the execution hereof, as rights under the law, are cumulative and may be exercised at any time. The fact that The Bank does not exercise a right or delays in the exercise of a right, will never be considered a waiver of such a right and the exercise of a right or its partial exercise, will not prevent The Bank from exercising this right again or in the future or to exercise any other right.

#### Article 20: Change of address

Any change of address by The Client should be notified to The Bank in writing. Otherwise, the last recorded in The Bank books is deemed to be the customer's fixed address.

#### Article 21: Compensation for Legal Cost

If The Client breaches any Term or Condition of this General Account Terms and should The Bank have to take a legal action against The Client or be named as a respondent in any court case or other hearing by an administrative, arbitration or other authority of competent jurisdiction regarding such matter, The Client shall bear all costs of The Bank associated with such proceedings, including lawyer's fees.

#### Article 22: Fees and Costs

All fees, costs and expenses which The Bank may incur in the operation and management of The Client's account(s), as well as all fees, costs and expenses related to the opening of one or more credit facilities, their subsequent amendments, including overdrafts, renewals, etc, and any notification and distribution fees or attorney's fees that The Bank might generally incur and all other expenses of any nature whatsoever, arising from the maintenance of the account will be charged to The Client, who accepts without restriction or reservation that they will be debited to his/her account, upon delivery of a Bank invoice.

#### Article 23: Sharing of Credit Information with the Central Bank

The Client accepts and agrees that The Bank may use personal information about The Client to include in Credit Information Bureau operated by The Bank of Lao PDR or by a third party, for the purpose of evaluating The Client's creditworthiness and repayment capacity in relation to the credits or new credit applications. The Client understands and accepts that:

- Credit Information Bureau of The Bank of Lao PDR will collect, process and distribute information about The Client for that purpose;
  - The Bank will give the client personal information to the Credit Information Bureau of The Bank of Lao PDR which will use that information to provide their credit reporting service;
  - This information will be accessed by other commercial banks, financial institutions operating in Lao PDR for the purpose described:
- Therefore, The Client authorizes The Bank to collect his/her personal information related to credit and include it in the Credit Information Bureau.

#### Article 24: Severability

If any provision of this General Account Terms is held to be invalid, non bidding or unenforceable, this General Account Terms shall be construed as if not containing that provision and the remaining provisions shall be bidding and enforceable on the parties.

#### Article 25: Governing Law

This General Account Term is developed under and shall be governed by the Law of the Lao PDR.

#### Article 26: Jurisdiction

The PARTIES agree that all disputes relating to the implementation of this Act will fall under the competent court in the Lao PDR.

#### Article 27: Language

The General Account Term is made in three languages, Lao, English and French and all of them shall have the same meaning and legal effect. In case of conflict between two or all of these versions, the Lao version shall prevail over other two versions.

Date: ...../...../.....

#### Remark:

Please write before each signature "Read and approved"

FULL NAME OF APPLICANT N°1	SIGNATURE OF APPLICANT N°1
FULL NAME OF APPLICANT N°2	SIGNATURE OF APPLICANT N°2

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ຊື່ຜູ້ຈັດການຝ່າຍດູແລລູກຄ້າ ແລະ ລາຍເຊັນ / Relationship Manager's Name and Signature / Nom du Conseiller et Signature	ຊື່ທົວໜ້າຝ່າຍຂາຍ ແລະ ລາຍເຊັນ / Ho Sale's Name and Signature / Nom Responsable des Ventes et Signature
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