

BCEL.CC.2022 (V.2)

Branch:	
Service Unit:	

Application form for BCEL Credit Card

Express Card Card expired (Not over a year) 🗌 Co Limit Card

To:	Ba	inque	Pou	r L	e Co	mn	nerce	e Ex	ter	ieur	Lao P	ut	olic							Co Limit Card
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		Platinum Credit with Insurance Credit World Masterca									it	Worl	d Ma	sterca	ard		Cree	dit Gold	Credit Platinum Credit Gold	
	Platinum Credit (No Insurance)																	Cree	dit Classic	Credit Gold with Insurance Credit Classic
1.	<u>P</u>	erso	nal E	et	ails:														5. <u>Condi</u>	itions for Daily Limit Set Up:
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Na	me	and	Surn	am	e:														Daily	limit specified by Cardholder (For high limit card)
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	District:; Province:																	purpose,	I/we agree and guarantee to use the card under the	
	ID Card Passport Family Book Others																		ard terms and conditions, currency's regulation and	
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	Issue Date:;Expiry Date:																		Signature and full name	
	Current Address: Village District:Province:																	Cardh	aolder Guarantor (If any) *In the case of guaranteed by	
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3. <u>Credit Limit and Collateral Details:</u>																		Bank Officer		
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*Required documents for Credit Cards guaranteed by BCEL Bank account(s)
Application form; 2 copies of Cardholder's Agreement and 2 copies of BCEL Credit Card Conditions of Use
A copy of ID card, Passport, Family book or other identity documents accepted by BCEL
Earmark form (In case guaranteed by Fixed Deposit Account, Kids Saving Account and Pension Saving Account)
Other required documents by BCEL Bank (If any)
*Required documents for Collateral Credit Cards
Application form; 2 copies of Cardholder's Agreement and 2 copies of BCEL Credit Card Conditions of Use
A copy of ID card, Passport, Family book or other identity documents accepted by BCEL
Collateral Certificates
Other required documents by BCEL Bank (If any)
*Required documents for Non-Collateral Credit Cards
Application form; 2 copies of Cardholder's Agreement and 2 copies of BCEL Credit Card Conditions of Use
A copy of ID card, Passport, Family book or other identity documents accepted by BCEL
Employee Certificate (For Government Staff)
Income-Expenditure Certificate (Income at least 1,800,000 LAK/Month)
Balance Sheet (For company or corporate)
Income Statement (For company or corporate)
Tax and Business License (For company or corporate)

Statement Account(s) at least 6 months onward

Other required documents by BCEL Bank (If any)

Important Notice:

Expired identity documents will not be accepted. Customer must show original copies of the identity documents to Bank officer

<u>Notice for Collateral and Non-Collateral Credit Cards</u>

In case, Applicant cannot provide any required documents, please clarify below:

Applicant's Signature:

For Bank Officer

Please comment in case applicant cannot provide any required documents:

Head of Division/ Center/Branch

Head of Section

BCEL.CC.2022 (V.2)

BCEL CARDHOLDER AGREEMENT & DISCLOSURE

ທັນສະໄໝ ວ່ອງໄວ ໝັ້ນໃຈ

Banque Pour Le Commerce Exterieur Lao Public (BCEL), whose principal place ofaddress is at No. 01, Pangkham Road, Xiengyeun Village, Chanthaboury District, Vientiane, LAOS. (hereinafter referred to as "BCEL") - and -

Mr./Mrs./Miss.

(hereinafter referred to as "Cardholder");

WHEREAS at the request of the Cardholder, the Bank has agreed to issue the Card to the Cardholder on terms and conditions set out hereinafter contained.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: Article 1: Definition

 "The Bank" has its abbreviation as BCEL refers to The Banque Pour Le Commerce Exterieur Lao Public;

2. "Cardholder" means the applicant authorized to use card (principal or supplementary) under the Bank's agreement;

3. **"ATM"** is an abbreviation of Automatic Teller Machine, used to withdraw cash or other services through the Card using PIN Code;

 "EDC" is an abbreviation of Electronic Data Capture. Shall mean an electronic device placed at the Merchant, which enables the Merchant to accept Cards for cashless payment authorized by PIN code or Cardholder's signature.

 "BCEL Credit/Debit Card" is an electronic device issued by BCEL that can be used ascash to access Cardholder's account to pay for goods and services;

7. "Statement" means a document provided by the Bank to the Cardholder showingaccount information including Credit Limit, Available Credit, Card Activities during Billing Cycle, Minimum Payment Due and Payment Due Date.

Article 2: Purpose

 The Cardholder applies for BCEL Credit/Debit card shall use the card (as the Type of Card stated in this application) for payment purpose, which is the part of this agreement and is subject to the regulations on the issuance, use, and payment through BCEL cards, and International Card Service Center's Operating Regulations (Visa, Mastercard, UnionPayand JCB);

2. BCELagrees to issue BCELCredit/DebitCard to the cardholder under this agreement.

Article 3: Principal Card and Supplementary Card

 The Principal Card means the card issued by the bank to the "Principal Cardholder". The Bank may at the Principal Cardholder requests and at our discretion, issues up to two

(02) Supplementary card(s) to the "Supplementary Cardholder(s)" nominated by the Principal Cardholder. The authorized Cardholder (by corporate/company or third-party accounts) shall not entitle to request for any supplementary card.

2. The Credit Limit assigned to the Principal Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder. All transactions incur on both cards shall be shown on monthly statement and send automatically to Cardholder's email(s) from 25th of eachmonth onwards. The Principal Cardholder shall receive statements of Principal Card and Supplementary Card(s), meanwhile the Supplementary Cardholder receives only statement of his/her own Card. The Cardholder shall not receive a monthly statement if no cardactivities incur during that time.
3. The Principal Cardholder is liable for all transactions incur on a monthly statement andshould pay the minimum payment due or full outstanding debt on or before the due date. The Principal

Cardholder shall responsible for paying all charges incurred by Supplementary Card(s). 4. The Principal Cardholder may request in a written document at the Bank to terminate the Supplementary Card. The validity of the Supplementary Card is dependent on the validity of the

Suppendentary Card. The valuaty of the Suppendentary Card is dependent on the valuaty of the Principal Card. The termination of the Principal Card shall terminate the SupplementaryCard. 5. Notwithstanding the above, the Principal Cardholder and the Supplementary Cardholdermust comply with this agreement and the regulations on the issuance, use, and payment through BCEL cards and International Card Service Center's Operating Regulations (Visa,Mastercard, UnionPay andJCB and etc.).

Article 4: Interests, fees and Card transactions

 The Cardholder shall pay minimum payment due or entire outstanding debt by the payment due date stated on monthly statement to avoid interest or late payment fee charges.

2. In The case of Cardholder pays less than the minimum payment due, the interest and latepayment fee charges will be included in next billing statement. The unpaid balance will be charged interest beginning on the transaction date and will continue to be charged until theoutstanding debt is paid in full, which The Cardholder has to repay all the outstanding debts including interest based on the regulations set forth by the Bank.

3. The Credit Card's monthly statement shall be sent by the Bank via email meanwhile the account statement for Debit Card can request in written document and collect at the Bank (all branches). The virtual statement is also available to view via BCELOne application.

4. The Cardholder is liable for the interest, late payment and other applicable fees arising from nonpayment or payment less than the minimum payment due of Credit Card.

5. The cardholder is liable for the fees arising from cash advance or withdrawal transactions from other ATMs network.

Article 5: Outstanding Repayment (Debt Settlement)

 Payment shall include all transactions, such as, annual fees, interests, late payment fee, cash advance/withdrawal fee, cash advance/withdrawal transactions from other ATMs network, services and goods purchasing transactions, and follow chronological order of transaction when updated in the Bank Card Management System.

2. Transactions completed by PIN entering or transactions either with or without the Cardholder's signature shall be an evidence that the Cardholder conducted or genuinelyauthorized on such cash withdrawal or goods and services purchasing transaction. TheCardholder shall be liable to settles all debts and charges on the card.

3. In the case of Cardholder makes the reservation for accommodation or book theflight/bus tickets but cannot travel or fails to cancel the booking on time, the merchantsshall have the right to charge the Cardholder all related service fees under the merchant's contract and agreement.

4. The Bank shall send the monthly statement from 25th of each month onwards. TheCardholder shall have responsibility to check email periodically and should pay the minimum payment due or full outstanding debt on or before the due date. Cardholder's liability to the Bank remains even if, for any reason, does not receiveperiodic statement.

5. For Automatic Payment option of the Credit Card, the Cardholder should depositmoney before 12 PM or maintain enough available balance in automated account of the Auto Payment Due Date.

6. In the case of Cardholder unsure or find unauthorized transactions, the Cardholder shall contact the Bank within 7 days after received the statement. The Cardholder may request for more information about the charges, which may escalate to chargeback. The Bank may require the Cardholder to submit a dispute resolution form along with a dispute fee. If such claim is not made within the time limit, the Cardholder will be taken to have agreed to pay for all transactions in the Statement without reservation.

Article 6: Rights and Responsibilities of the Cardholder

 The Cardholder shall have the right to use the Card to pay for goods and services orwithdraw cashfrom ATMs and cash outlets upon this agreement.

 In order to pay for Credit Card's outstanding debt shown on monthly statement, the Cardholder may either apply for <u>Manual Payment</u> (Paid by cash at counter or viaBCELOne app, anytime) or <u>Auto Payment</u> (Auto debit from BCEL account on AutoPayment Date).

3. The Cardholder shall have the right to collect the Card by oneself or assign a person in written document to collect the card on the authority of Cardholder. In the case of the Cardholder requests the Bank to send the card by post, the Cardholder is responsible to pay a postal company all shipment fees. The card will be activated once the Cardholder notices the Bank by phone or email after receiving a card.

4. The Cardholder shall be obliged to sign on the signature panel at the back of the card. The Merchants shall ask the Cardholder to sign on the sale slip when purchases goods or services, or cash advance by Point-Of-Sale (POS)/EDC machine. This requirement does not include mail order/telephone order (MOTO) and E-commerce transactions.

5. The Cardholder shall have responsibility to keep information of card confidentially. The card's PIN shall not be disclosed to others either directly or indirectly. The Cardholder shall aware of a potential risk relating with the card's transactions. The Cardholder is responsible for every successful transactions arising on the card with or without an authorization. The Cardholder must comply with the regulations on the issuance, use, and payment of BCEL, and International Card Service Centers (VISA, Mastercard, UnionPay and JCB, etc.), and Laws of the Lao PDR.

6. In order to enhance own security, it is crucial for the Cardholder to apply electronic services, such as, BCELOne application, SMS Banking and/or other applicable services in order to track and manage own card transactions.

Restrictions: Transferring card possession or disclosure the card's PIN is prohibited.

Article 7: Rights and Responsibilities of the Bank

1. Right and Responsibilities:

 The Bank shall have the right to debit all outstanding debt from the collateral amount or other assets or all accounts of the Cardholder without Cardholder's approval and/or signature if the Cardholder fails to make a Minimum Payment Due for over 90 days.

- In the case of Cardholder does not collect the card at the Bank after 30 days from the card issuance date, the Bank shall have the right to terminate the card and all related fees will not be reimbursed.

- The Bank shall have the right to lock or terminate the card without prior notice to keepthe rights and benefits of the Bank or the Cardholder.

 The Bank shall comply with all regulations on the issuance of card, conditions of use, toensure the rights of the Cardholder under this Agreement and to keep confidential information of the Cardholder.

2. The Exclusion of Liability:

 The Bank will not be liable for a failure of the management, communication system orother reasons beyond the management capacity of the Bank.

- The Bank will not be liable for all cases of negative impacts on the integrity, reputation, trustworthy of the Cardholder as a result of the recall or request for card termination;

The Bank will not be liable for the transportation of the goods, quality of the goods or services
that purchasing through the Card. Whether the Cardholder received such goods or services or
not, the Bank has the right to deduct money from the account once the transactions have settled in
the Banking system.

 The Bank will not be liable for any loss caused to the Cardholder by any Merchant orCash Outlet. The Cardholder should handle any claim against or dispute with Merchants directly. If such claim or dispute arises, the Cardholder may not withhold any payment to the Bank under this terms and conditions.

Article 8: Replacement, Re-Issuance and Termination of Card

1. In case of card lost/stolen, or discover of a suspected fraud, the Cardholder mayrequest a card replacement and shall pay the replacement fee set forth by the Bank.

2. The card's expiry date is indicated on the card (month/year) and valid till the last day of the month. The Bank shall notify the Cardholder via pop-up message on BCELOne three months prior to the expiry date. The Cardholder shall approach the Bank or inform in written document to renew the card no later than 20th of the expiry month accompanied by the return of the old card. <u>Please note</u>: Expired card will be terminated by system within 45 days from the expiry date.

3. The annual fee of card shall be billed as a one-time charge during the same montheach year and can post on statement anytime. Cardholder's liability to the Bank remainseven if the card's status is expired but not yet closed. The system shall stop calculate the annual fee once the card has been terminated.

4. In the case of card termination either by the request of the Cardholder or by theBank, the Cardholder's responsibility hereunder shall remain in full force and effect until all cards have been cancelled and all outstanding debt have paid in full.

5. The Bank shall have the right to block or terminate the card in following conditions:

- In the case of Cardholder fails to pay the Minimum Payment Due after ninety (90)days from the Payment Due Date.

 In the case of Cardholder has breached the Bank's regulations on the conditions of use set forth by the Bank or violated State Laws related to the use of the card; forinstance, an incident related to fraudulent and/or risk management.

- The Bank may revoke the card at any time by sending a written notice of revocationdirectly to the Cardholder;

 In the case of card lost, stolen or disclosure of the Card's PIN, the Cardholder shall immediately lock the card via BCELOne or contact Call Center service 1555 either approach the Bank by quickest possible means to request for a card replacement in written document along with replacement fee and return of old card (if any).

In the case of Cardholder requests to terminate the card, for any reasons, all related fees will
not be reimbursed. <u>Please note</u>: Fee will be applied in the case of cardtermination
without card return to the Bank.

Article 9: Amendments to Agreement

 The Bank may at any time amend the terms and conditions of this Agreement(including by adding new terms or removing or substituting any existing terms). The Cardholder may visit the Bank's Website to ensure of all propose changes as theamended terms and conditions will supersede all previous agreements.

2. If the Cardholder does not agree to any such amendments, the Cardholder must immediately approach the Bank to cease use of the card. If the Cardholder do not doso or use the card on or after the date on which the changes are expressed to takeeffect, the Cardholder will be deemed to have accepted such changes.

Article 10: Governing Law related to Dispute Resolution

1. This agreement is governed by the Laws of the Lao PDR and the regulations on the issuance, conditions of use, and payment through international Credit Cards.

2. If there is any arisen dispute, both parties shall mutually resolve the disputes by

negotiation or mediation. In the case of both parties could not reach an agreement, each party shall have the rights to bring a legal action by the court of the Lao PDR. <u>Article 11</u>: Cardholder Enforcement

This Agreement has 2 pages, and made into two original copies with identical content. The parties to this Agreement have reviewed and agreed that it meets their objectives, and agreed to sign the Agreement as an evidence for its execution. This agreement shall come to

force from the date of signing.
Banque Pour Le Commerce Exterieur Lao Public Cardholder

BCEL.CC.2022 (V.2)

BCEL Co-Brand Credit Card Conditions of Use

I. Tariff guide for BCEL Co-Brand Credit Card Application

BCEL offers Co-Brand Credit Card in three types: **1. Collateral Credit Card:** bank accounts at other banks, real estate or other kind of assets can be put up as collateral based on terms and conditions set forth by the Bank. **2. Non-Collateral Credit Card:** the bank may approve a credit line to a customer based on salary, revenue versus expenses and other considering factors. **3. Credit Card Collateralized by BCEL's bank account(s):** The customers may use BCEL's bank accounts, such as Saving account, Fixed deposit account, Current account, Children's saving account and Pension saving account as collateral for Credit Card(s).

<u>Notice</u>: In case the collateral account is USD, the credit limit of card will be approved for 85% of total collateral amount, meanwhile the collateral account is LAK
 THB or RMB, credit limit will be approved for 80% of total collateral amount.

II. BCEL Co-Brand Credit Card Conditions of Use

- 1. The Applicant(s) must hold at least one account type at BCEL.
- 2. To enhance own security in card payment, it is crucial for the cardholder to apply electronic products, such as, BCELOne application, SMS Banking, and/or other applicable products in order to track and manage own card transactions.
- 3. The deposit/collateral amount at BCEL, which is used in accordance with the conditions of card issuance, is the guarantee amount only. This money cannot be used to settle the debt on credit card statement.
- 4. The Bank shall send a credit card statement to the cardholder via registered email(s) once a month (25th onwards) which covers all activities made to credit card within the billing cycle, such as, the purchases, payments, refund, interest, late payment and other relevant fees (if any). A statement also includes the minimum payment due, the payment due date, etc... Cardholder must pay at least the minimum amount or payment due as set out in the statement. Cardholder's liability to the Bank remains even if, for any reason, does not receive periodic statement.
- 5. Timeframe of debt settlement is stated on the credit card statement as specified below:
 - Manual Payment, a cardholder can pay credit card bill any time on 25th each month onwards but not later than Cash Payment Due date as stated on the statement;
 - AUTO Payment, a cardholder shall deposit or maintain enough available balance in auto payment account before 12 PM of the Auto Payment Due date;
 - If the debt is settled after the due date, the cardholder shall be liable for the penalty fees and charges subjected to the unsettled debt such as late payment fee (2% of minimum due, min 5 USD), interest charge (16% of the unsettled amount per annum which is calculated from the transaction date until the payment date, min 1 USD). The interest rates change is subjected to BCEL's regulation.
 - Minimum due for credit card is <u>10%</u> of the current balance, min 20 USD.
 - In the case of primary card is locked due to card Write Off or Locked for Debt cause, either supplementary or other co-limit cards (cards linked to same credit limit) shall be locked accordingly.
- 6. Cash withdrawal (Cash advance) from ATM of other banks' networks and from EDC (Either BCEL or other bank's network) is 3% (Min 3 USD)/transaction. For other fees, such as, express issuance, replacement, change payment account or guaranteed account and other related fees that may applied will be charged based on the prescribed fees that BCEL bank has introduced periodically. <u>Please note:</u> The transaction currency is different from local currency; please refer to the daily exchange rate at BCEL. In case transaction currency is Non-USD, 1% conversion fee will be applied.
- 7. In the case of the Cardholder prefers to apply for a higher credit limit or other usage limits other than existing limits set up in system, the Cardholder shall notify the bank in writing request form for approval.
- 8. The Bank reserves the right to terminate the card(s) prior notice to cardholder and all related fees will not be reimbursed if the Cardholder does not collect the card(s) at a bank after 30 days from the card issuance date.
- 9. In terms of contract cancellation: the Cardholder may terminate the card(s) anytime by verbal written notice to the Bank accompanied by the return of the card and full clearance of all the outstanding.
- 10. The collateral amount will remain blocked for 45 days counting from the submission date of the request form. The Bank may postpone a date to release the collateral if any details in a form or support documents is missing or a card is not in the condition to terminate.

III. Credit Limits and Fees:

Cond Type	Credit Limit	Joining F	Tee (USD)	Annual Fee (USD)		
Card Type	Credit Limit	Principle	Supplementary	Principle	Supplementary	
Platinum Galaxy (Travel insurance included)	\leq 100,000 USD	35	25	75	65	
Gold Sky (Travel insurance included)	\leq 30,000 USD	25	20	60	50	
Gold Sky (No Insurance)	≤ 30,000 USD	25	20	40	30	
Silver Cloud	≤ 10,000 USD	20	10	30	20	

Descriptions	Platinu	ım Galaxy		l Sky nout Insurance)	Silver Cloud		
	Domestic	International	Domestic	International	Domestic	International	
Daily purchase limits (USD)	30,000	40,000	15,000	20,000	6,000	10,000	
Daily purchase counts (Times)	50	60	30	40	20	30	
Purchase limits/transaction/day (USD)	30,000	36,000	15,000	18,000	6,000	8,000	
Daily cash advance limits (USD)	4,000	4,000	2,000	2,000	1,800	1,800	
Daily cash advance counts (Times)	20	30	15	20	10	15	
Cash advance limits/transaction/day (USD)	4,000	4,000	2,000	2,000	1,800	1,800	
Daily online transaction limits/day (USD)	15,000	18,000	10,000	15,000	5,000	6,000	
Daily purchase counts (Times)	20	30	15	20	10	15	

Please Note: * Fees and Credit limit are subjected to change based on the prescribed fees that BCEL bank has introduced periodically.

• These Conditions of Use and tariff guide have been made in 1 page, and 2 original copies with identical content. By signing herein, I, cardholder, have read and understand all the Conditions of Use stated, accept and agree to strictly obey rules and regulations set forth by the Bank.

(The Cardholder shall keep one copy) Cardholder's Signature