

Country Supplement (Vietnam)

For Services provided to You in or into Vietnam, the Agreement will be amended as follows:

Capitalised terms used but not defined in this Country Supplement have the meanings set out in the Agreement.

Account Terms Country Supplements

1. Clause 4 (**Withdrawals**) shall be added with the following:

“4.3 From time to time, We may allow You to use the Account for frequent or periodic payment instructions as requested by the account holder. Your use of the Account in such circumstance must further comply with the terms and conditions specifically applied for this type of payment instructions.

2. Clause 6.1 (**Account Information**) is replaced by the following:

“6.1 Frequency and Method: All communications to You, including statement of Account(s), advice or demand notice, notification on changes to these Account Terms, the Service tariff, terms and conditions related to other Services, subject to Our determination, will be delivered in person, transmitted via fax, emailed or posted to Your address(es) informed by the Client to and accepted by Us. All communications to Us shall be effective only upon actual receipt by Us or an officer authorized by Us to act thereon.”

3. Clause 7 (**Interest on Credit Balances**) is added with the following:

“7.2 The interest rates that We applies to Account(s) and deposits (including term deposits and demand deposits) are on 360-day year basis. These interest rates can be converted to 365-day year basis interest rates by the following conversion formula:

Interest rate % per year (365-day year) = Interest rate % per year (360-day year) / 360 * 365

7.3 Interest on Account(s) and deposits (including term deposits and demand deposits) is accrued daily and on a 360-day year basis. In addition:

- (i) For Account(s) and demand deposits, interest is calculated based on actual day-end balance and number of days during which the actual balance is maintained.
- (ii) For term deposits, subject to Your satisfaction of conditions applied for term deposits, interest is calculated based on the principal amount maintained during deposit tenor from deposit placement date until maturity date (excluding maturity date).
- (iii) For Account(s) and deposits (including term deposits and demand deposits) of which the period from placement date until full payment is less than one (01) day, interest period shall be zero (0) day.

4. Clause 8 (**Responsibility for Payment Instruments**) is added with the following:

“8.3 Methods of receiving, time limits for handling and dealing with results from handling of queries and complaints about the Account or cheque (referred to as “Complained Service”):

- (a) Any request for query or complaint about Complained Service must be raised to Us via its Client Care Centre or any branches within 60 days since the date of transaction which is being queried or complained, or since the date the Cheque was presented to payment. You acknowledge and agree that all the calls made to Client Care Centre shall be recorded in accordance with the applicable regulations and these Account Terms.
- (b) For Us to have a formal basis to handle Your request for query or complaint about Complained Service, the request must be made in writing and following a template provided Us from time to time. If You request for query or complaint about Complained Service via Client Care Centre, You must then supplement a written request following the template and within a time limit required by Us. If You authorise other person to make the request, You shall comply with the relevant regulations on authorisation and these Account Terms.
- (c) After the above 60-day period mentioned in Clause 8.3 (a), We reserve the right to reject any request for query or complaint about Complained Service. You shall be responsible for any loss or damage (if any) arising out of or in connection with the relevant transaction.
- (d) We shall handle Your request for query or complain within 30 Banking Days (or any other time limits provided by laws from time to time) from the date We receive the first request with full supporting documentations from You.
- (e) Dealing with results from handling requests for query or complain about Complained Service:

(i) If there is no sign of crime:

Within 05 Banking Days (or any other time limits provided by laws from time to time) from the date You are informed of the result of the request handling, We shall indemnify You for any loss related to Complained Service which is not due to Your faults and Force Majeure under the Account Terms. For the avoidance of doubts, Our liabilities to compensate You for disputed transactions (if any) shall be in compliance with applicable regulations.

In the event where the time limit for handling the request for query and complaint stated above expires and the causes or default of any parties remain unidentified, We and You shall, within the next 15 Banking Days (or any other time limits provided by laws from time to time), discuss to agree for a solution. If We both fail to reach an agreement or any party does not agree with the process for handling of requests for query or complain, the dispute shall be settled in accordance with applicable regulations.

(ii) If there are signs of crime (as reasonably assessed by Us):

We shall report the case to competent authorities and, concurrently, inform You of the status of handling of requests for query or complain. The handling of such request shall be performed by the competent authorities. In case the competent authorities determine that there is no criminal factors and notify Us of the same, We and You shall, within the next 15 Banking Days (or any other time limits provided by laws from time to time) from the notification date by the competent authorities, discuss to agree for a solution as similarly as stated in Point (i) above.”

5. Clause **(Suspension, Closure and Termination)** is replaced by the following:

“10.1 **Dormant Account:** If there is no transaction in Your Account within 12 (twelve) months, Your Account shall be deemed to be a dormant Account. In this case, We will:

- (a) Notify You the dormant status of Your Account 30 (thirty) days in advance and temporarily suspend the provision of account statement and will also impose a fee for maintaining Your dormant Account until We receive a valid Instruction from You to reactivate Your Account or until We close Your Account.
- (b) if there is still no transaction arising in the aforesaid duration, at any time, be entitled to notify You the closure of Your Account 60 (sixty) days in advance and within such timeline, We have not received Your Instruction or Your response, We will be entitled to close Your Account. If You wish to maintain the account in such a case, the account maintenance will be subject to the bank’s consent.

10.2 **Closure of Account:**

We may close Your Account:

- (a) as requested by You in writing;
- (b) if You are deceased, declared as dead, missing or loses civil act capacity (in case of individual);
- (c) if You terminate Your operation in accordance with applicable laws (in case of organization);
- (d) if You violate Vietnamese laws, or violate any other laws and regulations, or breach the Agreement or any terms and conditions as We set out for each specific types of Account from time to time, including but not limited to, You fail to submit Us all required documents in relation to opening, operating of Your Account within 30 (thirty) days from the date We have Notified You to do so;
- (e) at Our sole discretion and to the fullest extent permitted by applicable laws and We shall Notify You as soon as We can;
- (f) in accordance with Clause 10.1 above; or
- (g) in any other events as provided by applicable laws.

After the closure of Your Account, any credit balance in Your Account (after deducting any fees and amounts You owe Us) shall be settled in accordance with Your Instruction or applicable laws and regulations.

10.3 **Blockage of Account:**

We will be entitled to block any part or full of credit balance of Your Account in the following events:

- (a) We have received Your valid Instruction in writing;
- (b) We have received a written decision or notice to block Your Account from authorized person(s) in accordance with applicable laws;
- (c) if Your Account has been opened but You fail to submit any documents required by Us;
- (d) if We know or are notified that there is a mistake or error in crediting/ transferring to Account;
- (e) if there is a sign of fraud, violation of applicable laws and regulations in relation to Account payment activities;
- (f) if there is any dispute over all or any part of Account balance; or
- (g) any other events as provided by applicable laws.

The blockage of Account shall be terminated (i) at the end of blocking term as Instructed by You or authorized person, or (ii) if We have sufficient grounds to believe that any mistake, error, fraud, violation has been fixed (iii) if We have received a written request by authorized person in accordance with applicable laws.

10.4 **Suspension of Account:** We will be entitled to suspend any part or all of Account balance if You have duly Instructed Us in writing to do so. However, We may refuse any of such request if You have not fulfilled **your** payment obligations further to an enforcement decision issued by competent State authority or Your payment obligations with Us. Termination of the account suspension as well as process of payment instructions from or to the Account, during the term of suspension, shall be in accordance Your request (or the account holder’s guardian, lawful representative)

10.5 **Termination of the Agreement:** After all Your Accounts are closed, the Agreement is no longer effective except for the *Surviving provisions* under the Standard Terms. Any rights or obligations which have accrued on or before Account closure are still effective.

10.6 **Payments made after Closure:** If We process a Withdrawal after Your Account is closed, You agree to pay Us immediately such amount on demand.

10.7 **Unclaimed Credit Balances:** We will not pay You interest on any unclaimed credit balance in a closed or suspended Account or an Account We have listed as dormant.

10.8 **Conversion of Account:** We will Notify You where We convert one type of Account into another type of Account.”

Standard Terms Country Supplement

1. Definitions and Interpretation

"Person" under Clause (*References to certain general terms*) is replaced with the following:

"person" means a body of persons, corporate, incorporate or any credit institution licensed to conduct business operations in Vietnam.

2. Clause (*Process Agent*) will not apply.

3. Section (c) of Clause (*Inconsistency*) is replaced with the following:

The Agreement will be provided in Vietnamese and/or English. In the event of any inconsistency, the Vietnamese version prevails.

4. Permitted by law

(a) Services will be provided to You where permitted by law.

(b) You must maintain all necessary approvals and/or permits from all relevant Authorities to comply with the provision of any Service.

5. Digital Certificate

Any Digital Certificate generated for logging into the application for utilizing the Services should be issued by or verified by the qualified certification organization licensed by the Ministry of Post and Telecommunications pursuant to the Law on Electronic Transactions dated 29 November 2005 and its implementing regulations. We shall not be construed as carrying on, or operating, as a certification organization under the Law on Electronic Transactions. We are not liable to any Person for any representations or misrepresentation by any User in this regard or if any Digital Certificate is misconceived by anyone as a certificate issued by such a certificate organization.

6. Font

Where You request We will provide You a copy of the Agreement in any size or format of font required.

Domestic Sweeping Service Supplement (Single Participant)

1. Currency

Only Single Currency Domestic Sweeping Service is offered in Vietnam. Multi-Currency Domestic Sweeping Service is not available. Available currencies may be restricted in accordance with currently applicable local regulations.

2. Options

The descriptions of the Options in the Product Schedule are for Your information only. Not all Options described in the Product Schedule are offered in Vietnam. The availability of the Options is dependent upon Our capacity and currently applicable local regulations.

Domestic Sweeping Service Supplement (Multi-Participant)

1. Currency

Only Single Currency Domestic Sweeping Service is offered in Vietnam. Multi-Currency Domestic Sweeping Service is not available. Available currencies may be restricted in accordance with currently applicable local regulations.

2. Inter-company Loan Administration

Inter-company loan administration shall not be offered in Vietnam.

3. Clause 9 (*Retiring Participants*) is replaced with the following:

“9.1 The Agent must provide Us (with copies to the other Participants) at least 30 days' prior written notice of the Participant's intention to cease being a Participant. On the expiration of such notice, it will cease to be a Participant but without affecting its rights and liabilities accrued up to the expiration date.”

4. Options

The descriptions of the Options in the Product Schedule are for Your information only. Not all Options described in the Product Schedule are offered in Vietnam. The availability of the Options is dependent upon Our capacity and currently applicable local regulations.