

Standard Chartered 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 Supplement

1. 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.

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**

1.1 "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

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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.

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