

Date: 23/07/2018

Standard Chartered Bank (Vietnam) Limited– General Terms and Conditions

(Applied To Individual Clients In Vietnam)

The following General Terms and Conditions (as may be amended from time to time by the Bank at its sole discretion in compliance with the laws and publicized at the Bank's official website) apply to all types of Accounts opened with the Bank and all Services provided by the Bank to its Clients. Terms and conditions applied to specific type of Accounts (if any) shall provided to and agreed upon Clients' requests.

1. Opening of Accounts & Utilisation of Services

- 1.1. Acceptance of opening of Accounts and utilisation of any Service are at the Bank's sole discretion in compliance with the laws, these General Terms and Conditions and other agreements between the Bank and the Client (if any). The Bank, in accordance with the laws, has the right to decline to open any Account or provide any Service. The Client shall be liable for the accuracy and authenticity of the information and documents provided by the Client and the Bank is not required to verify any of such information and documents. The Client undertakes to notify the Bank promptly in writing of any changes to any information and documents he/ she has provided to the Bank.
- 1.2. These General Terms and Conditions govern the Account(s) and Services and override the contents of all other information including any brochures, posters and other promotional materials issued or that may be issued by the Bank. Client agrees to comply with these General Terms and Conditions and warrants that the Client has, in deciding to open the Account(s) and/or utilise the Services, exercised his independent judgment and not relied on any representations or warranties, whether oral or written, on the part of the Bank, its officers, employees or agents, or as contained in any such other information provided by the Bank and any other sources of information which are not expressly provided for in these General Terms and Conditions.
- 1.3. The Client shall be responsible for:
 - 1.3.1 obtaining all necessary approvals from all competent Vietnamese authorities to enable the Client to open, maintain and operate an Account and to use the Services provided by the Bank. The Bank may request the Client to provide evidence of such approvals at any time; and
 - 1.3.2. maintaining and operating an Account in accordance with these General Terms and Conditions, the regulations of the State Bank of Vietnam and other relevant regulations as provided by the applicable laws. The Bank reserves the right to refuse any transaction, close the Accounts, suspend the Accounts or stop the provision of any Services if, at the reasonable discretion of the Bank, such transaction is contrary to Vietnamese law and/or the Bank's rules applicable from time to time, and the Bank shall bear no liability for doing so.
- 1.4. The Bank reserves the right, upon giving notice to Client by publicizing at any headquarter/branch/office of the Bank, posting on the Bank's website or via SMS, email or fax or any way the Bank deems appropriate, to revise, amend, supplement or cancel, in whole or part, any of these General Terms and Conditions, and such additional terms and conditions shall be read together with these General Terms and Conditions and shall be considered an integral part of these General Terms and Conditions.
- 1.5 As provided by laws, all foreign investment transactions must be made via investment capital account. The Bank currently offers investment capital account for Clients in need. Making Investment transactions on current or saving account is prohibited by laws. The Client is not allowed to perform lending between foreigners and Vietnamese through current accounts. All transactions through the Account and use of the Service by the Client must be performed for legitimate purposes and strictly follow all applicable regulations.

2. Cash Deposits

Deposit slips shall only be considered as valid receipts if they are validated by the Bank's system and/or by the stamp of the Bank or its branch's seal at which the deposit is made and duly accompanied by the signature of an authorised Bank officer. If the amount indicated on the deposit slip differs from that of the Bank's confirmation, the Bank's confirmation shall be final and conclusive.

3. Cheque and provisions on issuance and use of Cheque

- 3.1 Cheques, drafts, money orders, payment instructions or other instruments must be presented to the Bank for collection either at the Bank's branches or through the use of the Bank's ATM or through any other electronic means acceptable to the Bank.

- 3.2 The amount of a Cheque, draft, money order, payment instruction or other instrument shall be credited to the Account when presented to the Bank for collection but the Client shall not be permitted to withdraw or transfer the amount so credited before the Bank receives full payment of the amount of the Cheque, draft, money order, payment instruction or other instrument unless the Bank otherwise permits or agrees.
- 3.3 All Cheques, drafts, money orders, payment instructions or other instruments deposited are received by the Bank solely as agent for collection, and the Bank assumes no responsibility for any non-payment or losses to Client resulting from any inability whatsoever for whatever reason on the Bank's part or any failure by the Bank for any reason to collect, whether resulting from any loss or theft of the Cheques, drafts, money orders, payment instructions or other instruments or otherwise. Dishonoured cheques may be returned to the Client by post or in any manner or by such mode of communication as the Bank deems fit, such dispatch being at Client's risk and expense. The Bank shall not be liable to Client for any loss of any such Cheque occurring after it has been posted to Client by pre-paid post or dispatched by courier and Client shall reimburse the Bank in respect of all fees and expenses incurred therewith by the Bank. The Bank may at its absolute discretion refuse to accept any Cheque, draft, money order, payment instruction or other instrument presented for deposit into the Account.
- 3.4 The Bank reserves the right to impose any service charges in respect of returned or overdrawn Cheques and to apply any additional penalties in accordance with the laws of Vietnam from time to time.
- 3.5 The Bank shall not be liable to indemnify the Client for any loss suffered by the Client as a result of any void, invalid, fraudulent or forged Cheques honoured by the Bank, unless the Bank has constructive evidence to suggest that the Cheque was void, invalid, fraudulent or forged. Furthermore, the Bank reserves the right to debit from the Account such amount to make good the loss suffered by the Bank as a result of the Cheque, draft, money order, telegraphic transfer or other payment instruction or instrument being void, invalid, forged or fraudulently issued.
- 3.6 Where any Cheque, draft, money order, payment instruction or other instrument presented to the Bank for collection or where a payment received for any Account is in a currency other than the currency in which the Account is denominated (the "Account Currency"), the Bank may convert the amount of the Cheque, draft, money order, payment instruction or other instrument or payment received at such rate of exchange prevailing at the time when the Bank receives the Cheque draft, money order, payment instruction or other instrument for collection or a payment is received for that Account or at such rate as the Bank may determine at its discretion, into the Account Currency for credit into such Account and Client shall bear the cost of such conversion.
- 3.7 The Bank may retain for 7 days Cheques, drafts, money orders, payment instructions or other instruments presented by Client to the Bank for collection and may destroy them at any time after the end of the period and shall not be liable to Client for any loss, damage or destruction of any of those Cheques, drafts, money orders, payment instructions or other instruments howsoever caused whilst in the custody of the Bank or any contractor, agent or third party service provider of the Bank.

4. Withdrawals

- 4.1 Client shall not draw any Cheque, bill of exchange, instrument or document on the Bank or on any Account of the Client with the Bank except in the forms and on such printed in accordance with such specification as the Bank may approve or in the form and on supplied by the Bank to Client for such purposes and in no other form. The Bank may, at its discretion, either honour payment or decline to pay any such Cheques, bills of exchange, instruments or documents drawn in contravention of this provision and Client agrees that the Bank shall not be responsible or liable in any way for any such decision.
- 4.2 Client undertakes to ensure that all Chequebooks and issued to it by the Bank are kept in a manner and at a place which would prevent theft thereof. In the event that a Chequebook, or Cheque(s) are lost or stolen, the Client must immediately report such loss in writing to the Bank. In case of any failure of the Client to report such Chequebooks loss to the Bank in a timely manner or to comply with the other requirements of this clause 4.2 would result in the Bank not being responsible or liable to Client for any loss or damage incurred by the Client arising as a result thereof.
- 4.3 The Client undertakes to exercise extreme due care when drawing Cheques on its Account(s), which shall include, but not be limited to, ensuring that the Cheque is written legibly in English or Vietnamese in non-erasable ink and duly signed by the Client. The Client further acknowledges that he or she is bound by the terms and conditions printed in the Chequebook and by all other terms and conditions that may be in force and communicated by the Bank to the Client from time to time.
- 4.4 The Client agrees to comply with all regulations in force from time to time in Vietnam relating to the presentation of Cheques and making withdrawals from Account(s) using Cheques.
- 4.5 The Bank may at its discretion require Cheques, drafts, money orders, payment instructions or other instruments drawn on the Bank to be presented for payment within fifteen (15) days of the date of issuance (or the next Business Day, should this time period expire on a day that is not a Business Day), or such other period as determined by the Bank or such time as may be required by the laws of Vietnam from time to time.
- 4.6 Applications for replacement Chequebooks and must be made in writing to the Bank. The Bank may, in its absolute discretion, refuse to issue a Chequebook or a to a Client and has no obligation to provide any reasons for such refusal to the Client. Replacement Chequebooks and Passbooks shall be made available for collection by the Client at the branch of the Bank at which the Client holds its Account(s), or at such other branch of the Bank as agreed by the Bank.
- 4.7 Notice of stop payments in relation to Cheques are to be made by the Client in writing prior to the Cheque having been accepted by the depositing bank and in accordance with the Account mandate of the Client and must specify in full particulars of the Cheque involved including the individual cheque number. Each notice of stop payments shall subsist for up to six (6) months only. Acknowledgement or acceptance of an instruction to stop payment by the Bank does not constitute a representation by the Bank that the Cheque has not been paid prior to such acknowledgement or acceptance. Notwithstanding the terms of this paragraph, the Bank shall not be held liable for any loss suffered by the Client resulting from any action taken by or failed to be taken by the Bank in connection with any notices of the Client to stop payment of Cheques issued by it.
- 4.8 Unless the Bank agrees otherwise, any instructions by the Client relating to transfer of funds from its Account(s) are irrevocable and cannot be cancelled.

4.9 Account(s) may not be overdrawn without the consent of the Bank. In the event that an Account is overdrawn, all overdrawings, together with interest, commissions and charges, will be immediately repayable upon demand by the Bank. The Bank may at its discretion debit the Account(s) with any payments, withdrawals, interest, commissions and charges, even if this would result in a debit balance in the Account(s). Interest payable by Client in respect of such overdrawings shall be calculated at the rates determined by the Bank from time to time on a daily basis depending on the Bank's prevailing practice for the currency involved and in compliance with the laws.

4.10 ATM/Debit facilities

ATM/Debit Cards are issued by the Bank to a Client in connection with the Account at the discretion of the Bank. Any holder of an ATM/Debit Card agrees as follows:

4.10.1 to authorise and request the Bank to issue an ATM/Debit Card;

4.10.2 to do not attempts to use the ATM/Debit Card at merchant establishment that do not possess electronic point-of-sales swipe terminals and ensure that the card is used in your presence.

4.10.3 to be cautious about using the ATM/Debit Card for making purchases via telephone/mail, on the Internet or in any other "card not present" situations;

4.10.4 to regard the ATM/Debit Card as the property of the Bank and to surrender it unconditionally and without reservation upon demand;

4.10.5 not to use the ATM/Debit Card after any notification of its cancellation or withdrawal whether given by the Client or the Bank. The Client agrees that the Bank shall have the right to withdraw the ATM/Debit Card in the following situations:

- It is a false ATM/Debit Card;
- the ATM/Debit Card is illegally used;
- to facilitate investigation of and dealing with crime in accordance with the laws; or
- as the Bank thinks it is necessary and in compliance with the laws.

4.10.6 not to disclose the Personal Identification Number ("PIN") and to exercise utmost care and diligence in safeguarding the ATM/Debit Card and PIN. When the PIN is forwarded to the Client by post upon request by the Holder, this shall be at the risk of the Client, and the Client undertakes to destroy all written notification of the PIN;

4.10.7 to ensure that the PIN given to you is fully sealed and you only open the PIN seal outside the bank branch. The PIN is required to modify and change to a separate number (preferable 6 digits).

4.10.8 to notify the Bank immediately should the ATM/Debit Card be lost or stolen or; should the PIN have been disclosed or; if the Client suspects of any fraud or loss arising from ATM/Debit Card usage or; if the Client suspects that the ATM/Debit Card is being used in a manner not authorised under these General Terms and Conditions. Based on Client's request, the Bank shall accordingly temporarily block the ATM/Debit card in order to prevent potential losses that may be incurred by Client;

4.10.9 The Bank reserves the right to temporarily block the ATM/Debit card and/or send SMS and/or email to Client for notification of account block/request transactions confirmation from Client. Client needs to inform the Bank within 2 hours upon receiving such SMS/email if the transaction is not genuine. Failure to report unauthorised transactions within 2 hours, Client shall be liable for all unauthorised transactions.

4.10.10 to be liable for all withdrawals until the Bank has been notified of lost/stolen ATM/Debit Card or disclosed PIN, or of Client's suspicions of fraud or loss arising from ATM/Debit Card usage;

4.10.11 not to use the ATM/Debit Card for a withdrawal or transfer unless there are sufficient funds in the Account(s);

4.10.12 that the Bank is authorised to debit from the Account(s) all charges and payments through the use of the ATM/Debit Card and any other relevant liabilities;

4.10.13 to accept that all withdrawals/purchases made with the ATM/Debit Card at ATMs or with merchants outside Vietnam constitute a payment to the Client at the Bank, and a remittance to the country where the withdrawal/ purchase is effected, at such rate of exchange as the Bank may apply from time to time and in accordance with the laws as posted on the Bank's exchange rate web page (<https://www.sc.com/global/av/vn-exchange-rates.pdf>). The Client's right of withdrawal/ purchase is subject to the laws and regulations of Vietnam and the country in which the withdrawal/purchase is effected, and subject to any exchange controls, regulations or limitations in effect in that country and in Vietnam;

4.10.14 to return immediately the ATM/Debit Card upon the closure of the Account;

4.10.15 the Bank shall not hold responsible for any inconvenience, loss, damage or trouble suffered if the ATM/Debit Card is not honoured/accepted for any reason whatsoever or if the ATM/Debit Card is retained by ATMs located in or outside Vietnam or for any malfunctioning of any ATM/Debit facilities in case such any inconvenience, loss, damage or trouble does not occur due to the Bank's faults; and

4.10.16 that the Bank may impose daily or other withdrawal limits on withdrawals using the ATM/Debit Card.

4.10.17 to agree to abide by all regulations of Vietnam when conducting any transactions via an ATM/Debit Card.

4.10.18 Client agree that the Bank, in accordance with the laws, has the right to withdraw the ATM/Debit Card and/or any of related services it has offered at any time without prior notice.

4.10.19 The card holder shall be responsible for all transactions effected by use of the ATM/Debit card, whether authorized by the card holder or not, except cases when the Bank already temporarily blocks the ATM/Debit card in accordance with Clause 4.10.8.

4.10.20 Card holder can only withdraw from a VND account(s) and all cash withdrawals shall be in VND within the territory of Vietnam as per the regulations of Vietnam. All cash withdrawals occurring outside the territory of Vietnam would be in the currency as per local regulations of that country.

- 4.10.21 The facility of cash withdrawal via ATM/Debit Cards is made available by the Bank on a best-effort basis. The Client understands and agrees that the Bank shall hold no liability for any actions or account transactions involving the ATM/Debit Card and/or upon the instructions of the Client, except for liabilities arising from the Bank's mistakes or faults.
- 4.10.22 The Bank, in its sole discretion and in accordance with the laws, may not implement an instruction of the Client where the Bank has reason to believe that they are not genuine and raises a doubt or otherwise are improper and cannot be put into effect for any reason whatsoever which may result in violation of the regulations of or risks to the Client and/ or the Bank. This being the case, the Bank shall be in no way liable for any delay or inability to act upon any instruction of the Client.
- 4.10.23 The Bank may offer the Client various promotion programs on the usage of an ATM/Debit Card in accordance with the laws. The Client understands and acknowledges that specific terms and conditions may be applied to any of such programs as may be determined by the Bank at its sole discretion and notified to the Client. In event of any such reward scheme being offered to the Client, the Client hereby agrees to comply with and be bound by the applicable terms and conditions of the same.
- 4.10.24 The Client or an authorised person may use an ATM card overseas if the Client or they comply with exchange controls and other applicable laws in the country where the Client or they are located. If an authority requires the Bank to do so, or the Bank is otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if the Bank needs to comply with internal policies associated with any applicable order or sanction of an authority, the Client or an authorised person may be prevented from using an ATM card overseas. Client or an authorized person shall indemnify and hold the Bank harmless from any and all liabilities and consequences arising from the Client or an authorized person's non compliance of the foreign exchange control regulations of Vietnam or any other applicable laws of other countries. The exchange rate applied for all such transactions shall be that prevailing and offered to the Client or an authorized person by the Bank at the time of withdrawal. The rate of conversion is subject to change from time to time and is at the Bank's discretion in accordance with the laws as publicized on the Bank's exchange rate website (<https://www.sc.com/global/av/vn-exchange-rates.pdf>).
- 4.10.25 Use of the ATM/Debit Card after the date upon which any changes to these terms and condition related to cards is to have effect will constitute acceptance with reservations by the card holder of such changes. If the card holder does not accept any proposed change, the ATM/Debit Card must be returned to the Bank prior to the date upon which such change is to have effect. The Client's use of ATM/Debit Card shall at all times be subjective to the applicable effective terms and condition.
- 4.10.26 The Bank's record of the transaction processed by the use of the Debit Card shall be conclusive and binding for all purposes.
- 4.10.27 The Bank reserves the right to cancel or refuse to reissue, renew or replace the ATM/Debit Card without giving any reasons therefore and without any prior notice to the card holder.
- 4.10.28 The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account linked with the Card with the Transaction amount. The bank encourages the Client to inform and register a complaint with the bank in event such surcharges are levied by merchants inside the territory of Vietnam as these surcharges are against the regulations of Vietnam.
- 4.10.29 In case a Client wishes to cancel a completed transaction due to an error or on account of merchandise return, the Merchant must cancel the earlier sales slip and the Client must retain a copy of the cancelled sales slip. In the event of reversal/refund of debits due to such Transactions charge slip/sales slip needs to be produced by the Client, if called for. Client must ensure they only sign a completed sales slip.
- 4.10.30 The Bank shall not in any way be responsible for merchandise warranty or services purchased, or availed of by the Client from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Client.
- 4.10.31 It must be distinctly understood that the ATM/Debit Card is purely a facility to the Client to purchase goods and/or avail of services. The Bank holds out no warranty or make no representation about quality, delivery or otherwise of the merchandise.
- 4.10.31 It must be distinctly understood that the ATM/Debit Card is purely a facility to the Client to purchase goods and/or avail of services. The Bank holds out no warranty or make no representation about quality, delivery or otherwise of the merchandise.
- 4.10.32 For the avoidance of doubt, ATM/Debit facilities and withdrawals and purchases shall, where applicable, be deemed to include EFTPOS facilities and transaction.
- 4.10.33 The ATM/Debit Card must be signed immediately on receipt unless otherwise not required by us.
- 4.11 Internet Banking
- 4.11.1 The Client would read, understand and accept all terms and conditions related to Internet Banking and SMS Banking before registry for these facilities. The terms and conditions related to Internet Banking and SMS Banking are publicised at the Bank's website.
- 4.11.2 The Bank may offer Client Services through internet network;
- 4.11.3 The Bank commits to offer 24/7 internet banking service with total time of system suspension will not exceed 228 hours for the whole year. The maximum time for recovering system after breakdown is 24 hours. If the downtime or recovery time is over the threshold, we will use reasonable endeavours to recover the systems as soon as possible and update the status to you regularly.
- 4.11.4 Client acknowledges that all applicable identification numbers and personal identification numbers for internet banking services (collectively, "Security Codes") are dispatched at his own risk. Client undertakes to keep Security Codes strictly confidential; and
- 4.11.5 Client accepts full responsibility and agrees to be liable for all transactions made using the Security Codes.

5. Accounts

Joint Accounts

- 5.1 The Bank is authorised to act on the instructions given in accordance with the Account mandate. The signature of any one holder of a Joint Account shall bind the other holder(s) of a Joint Account. In the event that the Bank receives ambiguous or conflicting

instructions in connection with Joint Account(s), the Bank shall be entitled to either decline to act and to insist that it acts only on the instructions of all the Account holders or all the signatories authorised to operate the Account(s) or to act on any one instruction of any holder of the Joint Account, which instruction shall be binding on the other holder(s) of a Joint Account.

- 5.2 Joint holders can be given separate individual facilities like ATM/Debit Cards / internet banking accounts / sms banking accounts to be linked to the Joint Accounts and all fees /charges would be applicable per facility offered. Individual transactions on each facility would be reflected as a part of one Joint Account statement.
- 5.3 The Bank is authorised to credit Joint Accounts with funds belonging or purporting to belong to any one or more Joint Account holder(s). Upon the termination of a Joint Account, all amounts paid to such Joint Account after such termination shall be placed in a suspense Account, subject to the Bank's right to apply any such amount towards discharging any debit balance in the Joint Account. The Bank shall have the right to refund such amount or any balance thereof after such application to all the Joint Account holders equally (regardless of the identity of the person(s) who originally paid such amount).
- 5.4 In the event of the death or incapacity of a Joint Account holder, or in the event that a Joint Account holder is declared officially missing (to the Bank's satisfaction), or the Joint Account holder is otherwise legally unable to operate the Account, the amount standing to the credit of the Joint Account shall be held for the benefit and to the order of all the other holder(s) of the Joint Account (regardless of the terms of the Account mandate the use right to the account and obligations deriving from the use of the Joint Account shall be solved in accordance with applicable laws and regulations. The Bank further reserves its right to suspend or close the Account without notice subject to paragraph 5.6.
- 5.5 The responsibility of each joint holder of a Joint Account will be as follows:
 - 5.5.1 to be jointly liable for any indebtedness owed to the Bank in relation to the Joint Account(s), regardless of which holder of the Joint Account has created the indebtedness;
 - 5.5.2 to communicate to all other holders of the Joint Account(s) any correspondence or notice issued by or on behalf of the Bank in respect of the Joint Account(s); and
 - 5.5.3 not to do anything that is unlawfully or contrary to the laws of Vietnam, or otherwise.

General provisions relating to Account(s)

- 5.6 The holder of the Account(s) agrees that the cash or securities and other items deposited by the holder of the Account(s) into the Account(s) may be held either by the Bank, or, at the discretion of the Bank, by any duly appointed agent of the Bank from time to time.
- 5.7 The Bank reserves the right at any time in its discretion to close any Account(s) of the Client for the purpose of its compliance with any regulations, policies and requirement of the Group and/or with any law, regulations of any nation, territory, institutions or for any other reason which the Bank deems appropriate. The Bank shall not be obliged to give any explanation to the Client in this regard, provide that if an Account has a credit balance, the Bank shall as soon as reasonably practicable after the closure of such account notify Client of such closure as well as recommendations on handling of the account credit balance (e.g. receive at counter). Client agrees not to hold the Bank responsible for any loss or damage suffered as a result of such closure, termination, withdrawal or revocation.
- 5.8 Upon the closure of any Account(s), the Client shall be required to immediately return to the Bank all property of the Bank held by it, including but not limited to, any Chequebooks, Passbooks and ATM/Debit Cards issued to it from time to time.
- 5.9 Notwithstanding the provisions of paragraph 5.7, in the event that the Client breaches any law or any of these General Terms and Conditions or any other terms and conditions specific to particular types of Accounts, including but not limited to fail to submit, amend or update information, documents for the Account as required by the Bank or violation in case the Account(s) has no account activity for a period of 6 consecutive months or more provided by the Bank from time to time or when the Account balance reaches zero or when the Account balance is less than the minimum balance to maintain the Accounts (if applicable), the Bank reserves the right to suspend, block or close any Account(s) for these reasons. The Bank shall endeavour to notify the Client by email/SMS/written notice and/or other appropriate methods for these reasons.
- 5.10 Upon request of the account holder (or of account holder's lawful representative), the Bank shall temporarily lock the entire or part of the amount on the Account (temporarily suspension of operation) in accordance with such request. However, the Bank may refuse any of such request if the account holder has not fulfilled his/her payment obligations further to an enforcement decision issued by competent State authority or his/her payment obligations with the Bank. 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 with the account holder's request (or the account holder's guardian, lawful representative).
- 5.11 The Client agrees to submit, amend or update any information, document upon requested by the Bank. The Bank may, at its sole discretion from time to time, suspend, block or close the Accounts if the Client delay and/or don't provided requested information, documents. The Client agrees to notify the Bank immediately in writing of any material changes to it, including change of name, change of address and any change of state upon a merger or consolidation of any Client, which is a corporate entity, or otherwise.
- 5.12 The Client shall not create any form of pledge, mortgage or other security interest over the Account(s), unless it has received the prior written consent of the Bank.
- 5.13 Time deposit Accounts may be of such tenor as selected by Client and accepted by the Bank. Unless otherwise provided in these Terms and Conditions, withdrawals can only be made upon maturity of the deposits and only at the branch where the time deposit is kept, provided that the Bank may, at its absolute discretion, allow Client to withdraw the deposits prior to maturity subject to such terms and conditions and interest penalty charges as may be imposed by the Bank. Upon maturity, unless otherwise instructed by Client (and in the case of foreign currency deposit, such instructions should be given at least two business days before maturity), the deposit and interest accrued thereon will be successively renewed for the same period at the prevailing interest rate. New and additional funds received for deposit with no instructions will, if above the minimum requirement, be placed

for one month deposit. Additional funds which are below such minimum amounts will be amalgamated with the existing deposit(s) in the same currency and with the earliest maturity date, at such interest rate(s) as the Bank may in its sole discretion quote.

- 5.14 Current Accounts may be interest-bearing or non-interest-bearing. Without prejudice to paragraph 5 above, interest-bearing Current Accounts may attract service charges and fees additional to those charged for non-interest bearing Accounts, as prescribed by the Bank from time to time.
- 5.15 From time to time, the Bank may allow Client to use the Account for frequent or periodic payment instructions as requested by the account holder (e.g. auto bill payment service). Client's use of the Account in such circumstance must further comply with the terms and conditions specifically applied for this type of payment instructions.
- 5.16 The Bank shall, in accordance with its internal policy and the applicable laws, apply safety and security measures during its provision of the Account services. The Bank may, from time to time and as appropriate, provide Client with guidance on how to ensure the safety and security for the Client's use of the Account and Client undertakes to comply with such guidance from the Bank.
- 5.17 Methods of receiving, time limits for handling and dealing with results from handling queries and complaints about the Account, ATM/ Debit Card or Cheque (referred to as "Complained Service")
- 5.17.1 Any request for query or complaint about Complained Service must be raised to the Bank 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. Client acknowledges and agrees that all the calls made to Client Care Centre shall be recorded in accordance with the applicable regulations and these General Terms and Conditions.
- 5.17.2 For the Bank to have a formal basis to handle a request for query or complaint of Client about Complained Service, the request must be made in writing and following a template provided by the Bank from time to time. If Client requests for query or complaint about Complained Service via Client Care Centre, Client must then supplement a written request following the template and within a time limit required by the Bank. If Client authorises other person to make the request, Client shall comply with the relevant regulations on authorisation and these General Terms and Conditions.
- 5.17.3 After the above 60-day period mentioned in Clause 5.17.1, the Bank reserves the right to reject any request for query or complaint about Complained Service. Client shall be responsible for any loss or damage (if any) arising out of or in connection with the relevant transaction.
- 5.17.4 The Bank shall handle Client's request for query or complaint about Complained Service within the following time limit from the date the Bank receives the first request as stated in Clause 5.17.1 above and full supporting documents from Client:
- (a) With respect to ATM/Debit Card:
- For card with BIN issued by State Bank of Vietnam (e.g. ATM Card): 45 Working Days (or any other time limited provided by laws from time to time)
 - For card with BIN issued by International Card Institution (e.g. Debit Card): 75 Working Days
- (b) With respect to Account and Cheque: within 30 Working Days (or any other time limits provided by laws from time to time) from the date the Bank receives the first request and full supporting documents from Client.
- 5.17.5 Dealing with results from handling requests for query or complaint about Complained Service:
- (a) If there is no sign of crime: Within 5 Working Days (or any other time limits provided by laws from time to time) from the date Client is informed of the result of the request handling, the Bank shall indemnify Client for any loss related to Complained Service which is not due to Client's faults and force majeure under these General Terms and Conditions. For the avoidance of doubts, the Bank's liabilities to compensate Clients 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 complain stated above expires and the causes or default of any parties remain unidentified, the Bank and Client shall, within the next 15 Working Days (or any other time limits provided by laws from time to time), discuss to agree for a solution. If the parties 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.
- (b) If there are signs of crime (as reasonably assessed by the Bank): The Bank shall report the case to competent authorities and, concurrently, inform the Client of the status of handling of requests for query or complaint. 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 the Bank of the same, the Bank and Client shall, within the next 15 Working 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 Clause 5.17.5 (a) above.

6. Account Statements/Confirmation Advices/Passbook

- 6.1 The Bank may issue and send to Client statements of Account(s) or confirmation advices in a form approved by the Bank monthly or at such other intervals as the Bank may deem fit. Statements may be in, electronic or any other form the Bank chooses. However, the Bank may not issue statements if an account is inactive, there have been no transactions since the previous statement or where the Bank are not required by law to do so or where our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from doing so. Client must verify the correctness of each entry in each such statement, or advice or the Passbook, and notify the Bank promptly, and in any case within 14 days from the date of such statement or advice or entry in the Passbook, of any irregularities, discrepancies, omissions, errors, inaccuracies or incorrect entries. Failure to do so indicates approval of the contents thereof, and that the Account as kept by the Bank is conclusive evidence of the accuracy,

completeness and correctness of the entries reflected in such statement or advice or passbook, and the Bank shall be free from all claims in respect thereof.

6.2 The Bank reserves the right to demand refund of and/or debit any Account(s) of Client with the Bank for any overpayment into the Account(s) arising from any such errors or omissions.

7. Bank Charges/Interest

7.1 The Bank may at its sole discretion impose from time to time such charges commission interest and fees of any nature as it may determine for Service(s) rendered and is authorised to debit the Account(s) of Client with all such charges. Without prejudice to the generality of the foregoing, a charge will be levied on Account(s), whether active or dormant, wherein the minimum average balance fixed by the Bank from time to time is not maintained, and on (i) each Cheque returned due to insufficient funds (ii) each electronic transfer deduction rejected due to insufficient funds, (iii) each Account closure or Service termination within a specified period from Account opening or commencement of Service, (iv) each deposit into or withdrawal from or other transaction on the Account(s) or utilisation of any Service, and (v) any refund in any form of any credit balance in the Account(s). The Bank reserves the right to apply any further penalties or sanction permitted or required by the laws of Vietnam.

7.2 The Bank shall give prior notification to Client about the amounts or rates of any charges levied against the Account(s) or any Services. The Client's continuous use the Services or the Account(s) after the amounts or rates of any charges levied against the Account(s) or any Services take effect shall be understood that the Client accept such amounts or rates.

7.3 The interest rates that the Bank applies to Account(s) and deposits (including term deposits and demand deposits) are on 365-day year basis.

7.4 Interest on Account(s) and deposits (including term deposits and demand deposits) is accrued daily and on a 365-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 Client's 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.

7.5 The Bank reserves the right to change the interest rate(s) or interest structure on all Accounts in compliance with the laws from time to time Clients publicised on the Bank's interest rate website (<https://www.sc.com/vn/interest-rates/>).

7.6 The Service tariff is publicised by the Bank at its Branches or on its website at <https://www.sc.com/vn/interest-rates/>. The Bank shall have the right to amend the Service tariff from time to time. Subject to Clause 13.1 of these General Terms and Conditions, the Bank shall give notification to the Clients at least 07 days prior to its application of any amended Service tariff.

8. Taxes

If the Bank is at any time required to pay any goods and services tax or other tax or amount on, or calculated by reference to, any sum received or receivable from Client (except for a payment by the Bank of tax on its overall net income), Client shall pay the Bank on demand an amount equal to the amount paid or payable by the Bank. The Bank shall have the right to debit Client's Account(s) for such goods and services tax or other tax or amount, notwithstanding that such debiting may result in Client's Account(s) becoming overdrawn.

9. Executors' Accounts

In the event of the death of the Client, the Account(s) and the contents thereof shall be transferred to the legal administration of the Client and shall comprise the death estate of the Client, to the extent permitted by the laws of Vietnam, and the executor(s) of the Client's estate shall fully indemnify the Bank against any loss or liability arising howsoever in respect of the operation of the Account(s) after the death of the Clients.

10. Indemnity/Exclusion of Liability

10.1 Client agrees to indemnify the Bank in respect of all claims, demands, actions, proceedings, losses, damages, embarrassment, costs and expenses (including without limitation foreign exchange losses, taxes and other levies, interest, service charges, and legal fees and expenses on a full indemnity basis) which the Bank may incur or sustain under or in connection with the Account(s) or utilisation of any Service.

10.2 The Bank may at any time, without prior notice, debit the Account(s) in respect of such identified costs, liabilities and losses upon notification by the Bank to the Clients in that regard.

10.3 To the extent as permissible by the laws, the Bank shall not be liable for any acts, omissions, errors, neglect, defaults or misconduct of any of the Bank's employees, agents, third party service providers or their employees Client.

10.4 Client hereby agrees that any conversion from one currency into another currency for whatsoever reasons may be effected by the Bank, to the extent permissible by the laws, at the Bank's own rate of exchange then prevailing as publicised on the Bank's exchange rate website (<https://www.sc.com/global/av/vn-exchange-rates.pdf>), and Client hereby agrees that all losses, costs and risks resulting from such conversion shall be borne by Client.

10.5 The Bank shall be entitled to reserve such sums in the Account(s), including Account(s) held jointly by Client with any other person(s), as the Bank may determine to be required to indemnify the Bank for any or all claims, demands, losses, damages, troubles, costs and expenses which the Bank may suffer, incur or be liable to pay on behalf of Client and/or under or in connection with the Account(s).

11. Set-off/Combination of Accounts

11.1 The Bank shall be entitled, Client to the extent permissible by the laws, to proactively set-off any obligations of the Bank to Client in or towards satisfaction of any obligations of Client to the Bank, whether obligations of Client or the Bank are actual or contingent, present or future, liquidated or unliquidated, several or joint, primary or collateral, booked or payable at different branches (including branches outside Vietnam) or in different currencies (such obligations of Client to the Bank hereinafter called "Client's Obligations"). The Bank may affect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency of Client's Obligations or at the Bank's prevailing rate of exchange applicable at the time of the conversions.

11.2 The foregoing shall be without prejudice and in addition to any right of set-off, combination of Accounts, lien, security or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

11.3 All deposits, cash balances and other securities, property and assets of Client in the Bank's possession shall be continuing security/collateral for the full discharge of Client's Obligations. The Bank may at any time at the expense of the Client and without notice to Client combine or consolidate or merge the balances in all and/or any Accounts of Client (of whatever Account type and whether mature or not and notwithstanding any special conditions attached to the Account) and Client's Obligations and exercise such right of set-off. The death or any other legal incapacity of the Client shall not affect the rights of the Bank pursuant to this Clause 11.

11.4 The Bank may refuse withdrawals of Client's funds or property if any of Client's Obligations are outstanding and unpaid. If Client does not or is unable to repay upon demand any of Client's Obligations or in the event of bankruptcy or insolvency or execution proceedings or any third party claims, the Bank is authorised, without notice to Client, to realise (whether at or prior to maturity) any time or cash deposits, and to sell by public or private sale any securities, property and assets of Client in the Bank's possession, to discharge all or part of Client's Obligations.

12. Assignment and Transfer

12.1 The Bank may assign any or all of its rights under these General Terms and Conditions with the Clients' consent.

12.2 These General Terms and Conditions shall be effective and ensure to the benefit of the Bank, the Client and the Bank's successors or assignees, and shall continue to be effective on the Client notwithstanding:

12.2.1 any change in name or constitution of the Bank; or

12.2.2 any merge or amalgamation of the Bank into or with any other entity. In the event of such merge or amalgamation, such entity shall be substituted for the Bank in relation to these General Terms and Conditions and all Accounts and/or Service(s) made available by the Bank to Client, and these General Terms and Conditions shall continue in full force and effect as between Client and such entity.

12.3 The Client agrees that the Bank may assign or transfer, subject to fulfilment of any applicable legal and regulatory requirements and with the Client's consent, any or all of its rights and obligations under these General Terms and Conditions and all accounts of the Client to which these General Terms and Conditions relate and any other agreements from time to time entered into by the Client with, or in favour of, the Bank's branches in Vietnam (the "Bank Document") to any credit institution licensed to conduct banking operations in Vietnam, including any Affiliate of the Bank (each a "Transferee"), whereupon the Transferee will assume all of the rights and obligations of the Bank assigned or transferred to it. The Client confirms that, upon any such assignment or transfer taking effect, all rights and obligations of the Bank and any accounts so assigned or transferred shall become rights or obligations of the Transferee, and that any rights of the Bank so assigned may be enforced by the Transferee against the Client as if the Transferee had been a party to, or a beneficiary of, any relevant Bank Documents in place of the Bank. The Client further agrees that it will execute and deliver all such additional documentation and cooperate with the Bank and any Transferee in effecting any necessary filings or registrations or any amendments to any relevant Bank Documents in relation to, or which the Bank or the Transferee notifies the Client may be necessary or appropriate as a result of, such assignment and transfer, and that as of the completion of the assignment or transfer the Client agrees that the Client shall have no further claim against the Bank and its Affiliates for any matter arising out of the Bank Documents unless otherwise required by the laws.

12.4 The Bank reserves the right to disclose, on strict confidential basis, to other institutions such information concerning the Account(s) and Services provided to the Client as may be necessary or appropriate in connection with its participation in the electronic fund transfer network.

13. Communications

13.1 All communications to Client, including statement of Account(s), advice or demand notice, notification on changes to these General Terms and Conditions, the Service tariff, terms and conditions related to other Services, subject to the Bank's determination, will be delivered in person, transmitted via fax, emailed or posted to Client's address(es) informed by the Client to and accepted by the Bank. In the case of a Joint Account, communication to any one Joint Account holder shall be deemed to be a communication to all Joint Account holders) and shall be deemed to have been received by Client.

13.2 All communications to the Bank shall be effective only upon actual receipt by the Bank officer authorized by the Bank to act thereon.

14. Instructions/Mandate

- 14.1 Instructions in relation to Account(s) and Services shall be made in writing by the Client and in accordance with the mandate for the relevant Account(s) and/or Services, and Client undertakes to indemnify the Bank and pay to the Bank on demand in respect of any loss or liability suffered by the Bank as a result of its actions following such instructions from the Client. The Bank reserves the right for whatever reason it may deem appropriate to decline to act on such instruction of the Client and shall not be liable to Client or any other person for any loss or liability suffered as a result of such omission to act when the Bank has any doubt about content or establishment of the instruction(s) and/ or authorisation of the Client.
- 14.2 Client acknowledges that the Bank may at any time and from time to time implement such security and other procedures and features as the Bank deems fit to comply with any laws or regulations (whether or not having the force of law) prescribed by law or the relevant authority, already implemented or to be implemented. Such procedures and features may include but are not limited to the verification of the identity of Client and verification that the transaction is authorized by Client. Without prejudice to the foregoing, the Bank may require confirmation of any instruction from Client in any form or manner as the Bank deems fit.
- 14.3 The Bank may act in accordance with our usual business practice and procedure and the Bank needs only accept instructions if the Bank considers it reasonable and practicable to do so. For example, the Bank may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country), result in an account being overdrawn, appears to conflict with another instruction from a joint accountholder, or if the Bank genuinely believe or suspects the instruction is unauthorized.
- The Bank will not execute your instructions, and will not be responsible for any loss resulting from such non-execution, if on the stipulated date of execution our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from carrying out your instructions.
- 14.4 Instructions must be given in writing. However, we may accept instructions by telephone, email, video call, video conference, fax or through any electronic banking service upon the Client's request given that the Client meets all relevant requirements of the Bank and the Bank accepts the instructions, The Client agrees that the Bank may record the instructions (given via telephone) and the video call, video conference in compliance with the laws in order to ensure evidentiary value of the instructions.

15. Representations/Warranties/Undertakings

- 15.1 Client hereby represents, warrants and undertakes that:
- 15.1.1 Client has full capacity and authority to accept and agree to these General Terms and Conditions, to open, maintain and/or continue to maintain the Account(s) and to utilise the Service(s) of the Bank, and to give the Bank necessary any instructions, documents; and
- 15.1.2 All authorizations, consents, licences or approvals (whether under any applicable laws or otherwise) required to accept and agree to these General Terms and Conditions, to open, maintain and/or continue to maintain the Account(s) and to utilise the Service(s) have been obtained by the Client, and to give the Bank any necessary instructions and documents; and all authorizations, consents, licences or approvals Client will be maintained in full force and effect.
- 15.1.3 Subject to applicable local laws, the Client hereby consent for the Bank or any of its affiliates (including branches) to share your information with domestic or overseas regulators or tax authorities where necessary to establish the Client's tax liability in such jurisdiction.
- 15.1.4 Client agrees and undertakes to notify the Bank within 30 calendar days if there is a change in any information which Client have provided to the Bank.
- 15.1.5 Where required by domestic or overseas regulators or tax authorities, Client consents and agrees that the Bank may withhold, and pay out, from Client's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives in relevant jurisdiction.
- 15.1.6 In the event the applicable local laws does not permit the Bank to withhold funds from the Client account, the Client consent for the Bank options:
- (a) Ability to independently terminate the Client's account(s); or
 - (b) Ability to suspend activity or block the Client's account(s); or
 - (c) Ability to transfer funds in the Client's account(s) out.
- 15.1.7 The Client must ensure that either the Services or ATM/ Debit Card shall not be used for or paid for any gambling, transactions for purposes of money laundry, terror financing, fraud, cheating or other transactions which is illegal under any applicable laws.
- 15.2 The representations, warranties and undertakings in Paragraph 15.1 above shall be deemed to be repeated whenever any instruction is given to the Bank, any Account(s) of Client is established or opened and any cash, asset or instrument is deposited or received by the Bank for Client or any Service(s) as may be made available by the Bank to Client is utilized.

16. Force majeure and unavailability of funds/payment in Vietnam

- 16.1 The performance by the Bank of its obligations hereunder are subject to the laws of Vietnam from time to time and the Bank shall not be liable for funds standing to the credit of Account(s) if they are unavailable due to restrictions on convertibility or transferability, requisitions, sanctions, orders or directives from any judicial, governmental, statutory or regulatory authority,

involuntary transfers, moratoriums, expropriations, distraint of any character, acts of war or civil strife or similar cause beyond its control, whether current or impending and whether arising in Vietnam or in any other place, and regardless of whether such restrictions, requisitions, sanctions, orders, directives, transfers, moratoriums, expropriations, distraint or similar cause are lawful or unlawful or issued in excess of authority or otherwise.

16.2 If the relevant currency's country of origin restricts or has impending restrictions on the availability, credit or transfers of such funds, the Bank shall be under no obligation to pay to Client the funds in Account(s), whether in the original currency or otherwise, and if the Bank does so, the Bank may do so in such currency and with the relevant amount converted at such exchange rate(s), as the Bank deems appropriate.

16.3 The Bank may freeze or suspend operations of any or all Accounts and/or Service(s) if as a result of force majeure, natural disaster, calamity or condition, industrial action, acts of war, acts of terrorism, internal strife, riots or a state of political or economic chaos in any country, computer breakdown or sabotage or any reason whatsoever the Bank's records, Accounts or Service(s) are not available or access thereto is hindered or prohibited.

16.4 All moneys deposited will be payable exclusively and solely at the Bank subject to Section 12 hereof, under no circumstances (including without limitation the circumstances referred to in Paragraph 16.1 above) will the Bank's head office, other branches, or any of its Affiliates be responsible for the repayment of such funds.

17. Outsourcing

The Bank shall have the right (but not the obligation) to outsource or sub-contract any part of its business, including its banking and credit card operations, computer network, systems/applications and computer data to such third party (including without limitation any party outside Vietnam) and on such terms as the Bank deems fit in its sole discretion. The Bank has no obligation to disclose any such outsourcing activities to the Client.

18. Parties to whom information can be disclosed to

Client consent to the Bank and each member of the Standard Chartered Group, including its officers, employees, agents and advisers disclosing the Client's information to the following parties for any of the purposes where the Bank can disclose your information:

- Any member of the Standard Chartered Group anywhere in the world, including any officer, employee, agent or director;
- Professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the Standard Chartered Group's business;
- The Bank business alliance partners who may provide their product or service to the Client;
- Any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;
- Any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents;
- Any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;
- Any financial institution which you have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes;
- A merchant or a member of a card association where the disclosure is in connection with use of a card;
- Any actual or potential participant or sub-participant in relation to any of the Bank's obligations under its banking agreement between the Bank or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- Upon Client's death or mental incapacity, his/her legal representative and legal advisers, and a member of Client's immediate family for the purpose of allowing him/her to make payment on your account;
- Any authorised person or any security provider;
- Anyone the Bank considers necessary to facilitate your requests for services or application for products with any member of the Standard Chartered Group;
- Anyone we consider necessary in order to provide you with services in connection with a product,
- Located in any jurisdiction.

19. Severability

If any one or more of the provisions contained in herein or any part thereof shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law in any jurisdiction, the validity, legality and enforceability of the remaining provisions or part thereof contained herein shall not in any way be affected or impaired and these Terms and Conditions shall be construed as if such invalid, unlawful or unenforceable provision(s) or part thereof had never been contained herein.

20. Illegality

Notwithstanding any other provisions contained herein, in the event that it shall appear to the Bank that it has or shall become unlawful or otherwise prohibited for the Bank to maintain or give effect to any of its obligations herein in any jurisdiction as a result of any

applicable law or regulation (whether or not having the force of law) or any change therein or judicial decision thereto or the interpretation or administration or application thereof, the Bank shall notify Client to that effect. In case the Bank decides to terminate its provisions of the Services due to the aforementioned circumstances, the Client shall upon receipt of such notification repay the whole of all moneys owing by Client to the Bank.

21. Governing law and jurisdiction

21.1 These General Terms and Conditions, the Account(s), the Service(s) provided to the Client, and all transactions made in connection with or relating to the Account(s) and/or Service(s), shall be governed by and construed in accordance with the laws of Vietnam.

21.2 Client irrevocably agrees that in the event of any dispute arising in connection with the Account(s) or the Service(s) provided to the Client, such dispute shall, unless covered by a separate agreement between the Bank and the Client, be referred to and resolved by the competent court of Vietnam.

22. Commitment to complying with Sanctions

The Bank is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, the Bank does not allow any transactions, our products and services in relation to or to be used by the Client directly or indirectly in countries that are subject to such sanctions. Please note that the Client will not be able to contact the Bank via phone banking, facsimile transmission, or emails, or access the Bank website, and will not be able to provide the Client with financial services if the Client is in these countries.

23. Pre-conditions to use of any product

The Bank need not provide any funds to you or otherwise allow you to access or use a product or our electronic banking services if the Client trade in rough diamonds.

24. Provision of contact information and requirement to inform us if there is a change in residency

The Client must give us his/ her contact information in writing or by other forms (telephone, email, SMS, fax...) as agreed with the Bank. The contact information must contain at least address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with banking products. If these details change, the Client must immediately notify the Bank. If the Client intends to live or go outside Vietnam, the Client must immediately notify the Bank.

25. Limitations in fund transfer services by electronic banking services or other means

The Bank needs not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- any orders of court or of any authorities and/ or any applicable law prohibits the Bank from executing the fund transfer instructions;
- The Bank's policy, security procedure or requirement of any competent authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where [Standard Chartered Bank] operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from executing the fund transfer instructions.

26. Termination by the Bank

Subject to applicable laws, the Bank may end any (or all) of our banking agreements for our products, with or without notice to the Client, if:

- performance of any obligation by either the Client or the Bank under any of our banking agreements or a security provider under any security breaches, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy the Bank applies as a result of an order or sanction issued by an authority;
- at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any product or part of any product, would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority, or is not in accordance with the Bank usual business practice and procedure.

27. General Anti-money laundering, counter terrorism financing, government sanctions or embargoes clause

To comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including Standard Chartered Group's policies), practices, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the Standard Chartered Group may:

- be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country); or
- report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Standard Chartered Group may need or decide to disclose. Transactions impacted include those that may:
- involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
- be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
- involve persons or entities which may be the subject of sanctions and embargoes.

The Bank, Bank Members and members of Standard Chartered Group may intercept and investigate any payment messages and other information or communications sent to or by the Client or on your behalf for purposes of anti money laundering, anti terror financing, embargoes and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

The Bank, Bank Members and members of Standard Chartered Group may take any action it believes to be necessary to comply, or in connection, with the matters set out in this clause. This includes freezing funds, preventing operation of an account, refusing a request for funds from the Client, otherwise not allowing the Client to use a product, or delaying or cancelling a transaction. It need not notify to the Client until a reasonable time after it is permitted to do so under those laws of policies. No member of the Standard Chartered Group is liable for any loss arising out of any action taken or any delay or failure by us, or a member of the Standard Chartered Group, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

28. Detailing the scope of information

Personal information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, mobile phone number and email address) and employment details.

Client information comprises all the details the Bank holds or collects about Client, Client's transactions, financial information, personal information, and information about Client obtained from him/her, interactions and dealings with the Bank and any third party, including information received from third parties and information collected through Client's use of the Bank's electronic banking services.

29. Purposes for which the Bank uses Client information

The Bank or any member of the Standard Chartered Group may use the Client information to (a) provide the Client with a product or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (c) meet any administrative, business, legal or regulatory purpose; including the following:

- Processing the Client's application for products and services, payments, transactions and the Client's instructions or requests;
- Providing the Client with products and services (including any electronic banking service);
- Maintaining the Bank's relationship with the Client;
- Communicating with the Client on your account and product, providing the Client with statements and notices such as important changes to the features, terms and conditions of any product or the Client's account;
- Assessing your suitability for products and services;
- Operational purposes;
- Statistical analysis (including behavioural analysis and profiling);
- Establishment, continuation and management of your banking relationship with the Bank and the Client's bank account or, where applicable, any member of Standard Chartered Group;
- Identity verification, sanctions screening and due diligence checks;
- Credit assessment, including conducting credit checks and setting credit limits;
- Enforcing your obligations (including collection of outstanding amounts owed to the Bank by the Client and/or security provider), debt recovery, adjustment of your credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with the Client;
- Conducting market research and surveys with the aim of improving our products and services;
- For marketing purposes, promotional events, competitions and lucky draws;
- To comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;
- For the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);
- To seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
- For surveillance of premises and ATMs; and

- To comply with Standard Chartered Group's policies and procedures, any legal, regulatory or business purposes and applicable laws.

There may be other terms and conditions that govern the collection, use and disclosure of Client's personal information contained in other banking agreement between Client and the Bank and/or in the Privacy Statement published in the Bank's website at <https://av.sc.com/corp-en/content/docs/2016-04-07-Privacy-Policy-October-Vietnamese-2015.pdf> Such other terms and conditions shall be read in conjunction with these General Terms and Conditions.

30. General

In addition to these General Terms and Conditions, Client shall comply with all terms and conditions governing any Accounts (including without limitation, Account types specified in these General Terms and Conditions), facilities or Services that may be opened by or provided or made available to Client from time to time. In the event of any conflict, the specific terms and conditions governing the Accounts, facilities or Services shall prevail. These General Terms and Conditions are applicable to all Accounts (as defined above) opened and maintained, and all or any of the Service(s) utilised by Client from time to time, whether before, at the time of or after these General Terms and Conditions have been made available to Client. Each provision in these General Terms and Conditions shall be read independently and shall not be construed to limit or restrict the effect of any other of these General Terms and Conditions. Words importing the singular shall include the plural and vice versa. Words importing any gender shall include all other genders as appropriate.

The headings in these General Terms and Conditions are for ease of reference only and shall not be construed to limit or restrict the effect of any of these General Terms and Conditions or to affect the interpretation or construction of any of these General Terms and Conditions. Reference to any law or regulation or statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments made pursuant to it.

31. Definitions

For the purposes of these General Terms and Conditions, the following words and expressions shall have the meanings set out below:

"Account" refers to each and every account (including without limitation sub-accounts or any account as may be opened and maintained by Client for the purpose of the present and/or future utilisation of Service(s)) of any type, which is or may be opened by Client (whether singly by Client or any of the joint Account holders comprising Client, or jointly by any such person(s) with any other person(s) whomsoever) with the Bank.

"ATM" refers to any and all automated teller machines or terminals, called by whatever name, providing any one or more automated banking functions and services accessible to Client through the use of an ATM/Debit card issued by the Bank, and includes (without limitation) cash deposit machines, payment kiosks and internet banking terminals.

"ATM/Debit Card(s)" refers to each non-transferable card issued by the Bank to the Client in connection with its Account for the purpose of using services offered through ATMs.

"Bank" refers to the Standard Chartered PLC, a company incorporated in England with limited liability by Royal Charter 1853 and having a place of business in Vietnam being Standard Chartered Bank (Vietnam) Limited, and shall include its successors and assigns and Bank Member.

"Bank Member" means Standard Chartered PLC or any of its Affiliates (including branches).

"Affiliate" means, in relation to a company:

- (a) its Subsidiary;
- (b) its Holding Company;
- (c) any other Subsidiary of the Holding Company; or
- (d) including head offices and branches of the above

"Holding Company" means, in relation to a company, a company in respect of which the first named company is a Subsidiary.

"Business Day" refers to a day when the Bank is open for business in Vietnam, and for foreign currency deposits, refers to a day when both the Bank and any relevant business centre(s) as determined by the Bank for the relevant foreign currency transaction are open for business.

"Cheque" refers to cheques drawn the Account (s) or on another bank, as the context to determines.

"Chequebook" refers to a book of Cheques issued by the Bank drawn against the Account(s).

"Client" refers to any person entering into a contractual relationship with the Bank in respect of any Account(s) of the Bank, including holder of an Account with the Bank and his personal representatives or successors. In the case of joint Accounts, "Client" refers to any and/or all joint holders of the Accounts, and their liabilities and undertakings hereunder and in respect of the Accounts shall be joint and several (regardless of the designation of any particular joint Account holder as "Primary Account Holder" or "Main Account Holder"). In the case of corporate/club/firm/business Accounts, "Client" refers to the entity in whose name the Account is opened and maintained.

"EFTPOS" refers to the Electronic Funds Transfer at Point of Sale service offered by the Network for MasterCard and Visa International.

"Service" refers to all or any of the services provided by the Bank including the provision of all banking facilities (included but not limited the Accounts, Cheques, and cash deposits), functions and products and financial services, whether at any of its branches, over the telephone, or through ATMs, internet banking, other electronic terminals, equipment or system or otherwise and "Services" shall refer to any, all or a combination of the services provided by the Bank.

“General Terms and Conditions” refers to the standard terms and conditions herein contained as varied, amended, supplemented or modified from time to time.