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Standard Chartered Bank (Vietnam) Limited – General Terms and Conditions (Applied To Individual Clients In Vietnam)

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The following General Terms and Conditions (hereinafter referred to as “**General Terms**”) 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 Account or Services (if any) shall be provided to and agreed upon Clients’ requests (hereinafter referred to as “**Specific Agreement**”). In case of any conflict between the General Terms and Specific Agreement, Clause 26.2 of the General Terms will apply.

1. Opening of Account & Utilisation of Services

1.1. Acceptance of opening of Account and utilisation of any Service are at the Bank’s sole discretion in compliance with the laws, these General Terms and other agreements between the Bank and the Client (if any). The Bank has the right to decline to open any Account or provide any Service in accordance with its internal policies and applicable regulations. 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 that Client has provided to the Bank.

1.2. These General Terms govern the Account 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 warrants that the Client has, in deciding to open the Account 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 or not expressly provided for in these General Terms.

1.3. The Client shall be responsible for:

1.3.1 obtaining all necessary approvals from all competent Vietnamese authorities (if any) 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 for personal purposes only, not for business purposes, and in accordance with these General Terms, and other relevant regulations as provided by the applicable laws. The Bank reserves the right to refuse any transaction, close the Account, suspend the Account or stop the provision of any Services if such transaction is contrary to Vietnamese law or these General Terms.

1.4. The Bank reserves the right, upon giving a prior notice to Client of at least ten (10) days or as otherwise required by law or competent authority to revise, amend, supplement or cancel, in whole or part, any of these General Terms, and such additional terms and conditions shall be read together with these General Terms and shall be considered an integral part of these General Terms. If Client does not agree with such amendments, Client shall have the right to terminate all Account and Service(s) by informing the Bank in written and prior to the day those amendments are effective. If Client continues to use the Account or Service(s), Client is deemed to have acknowledged and agreed with such amendments



1.5 As provided by laws, all foreign investment transactions must be made via investment capital account. 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 Account. 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. Withdrawals

3.1 Unless the Bank agrees otherwise, any instructions by the Client relating to transfer of funds from its Account are irrevocable and cannot be cancelled.

3.2 Account may not be overdrawn without the consent of the Bank. In the event that an Account is overdrawn, all overdrawn amounts, together with interest, commissions and charges, will be immediately repayable upon demand by the Bank. The Bank may debit the Account with any payments, withdrawals, interest, commissions and charges, even if this would result in overdrawn in the Account. Interest payable by Client in respect of such overdrawn amount shall be calculated at the rates published by the Bank as per its tariff on a daily basis for the currency involved and in compliance with the laws.

3.3 ATM/Debit Card facilities

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

3.3.1 to authorise and request the Bank to issue an ATM/Debit Card. With respect to Client who is a foreigner and permitted to reside in Vietnam for 12 months or longer, the Bank will issue to Client an ATM/Debit Card in accordance with applicable regulations. The Bank may, upon sending a notification to Client, block the ATM/Debit Card in the month when Client's residential term in Vietnam will expire, unless Client submits to the Bank valid supporting documents evidencing Client's eligibility to maintain the ATM/Debit Card;

3.3.2 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.

3.3.3 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;

3.3.4 acknowledge that the ATM/Debit Card is the property of the Bank and to surrender it unconditionally and without reservation upon demand;



3.3.5 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.

3.3.6 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;

3.3.7 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).

3.3.8 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. Based on Client’s notification, the Bank shall accordingly temporarily block the ATM/Debit card in order to prevent potential losses that may be incurred by Client;

3.3.9 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 two (02) hours upon receiving such SMS/email if the transaction is not genuine. If Client fails to report or reports late, the Bank may temporarily block the card or process the transactions following the Bank’s operational process and the Bank shall not be liable damages suffered by Client, unless such damages are due to the Bank’s fault.

3.3.10 to be liable for all withdrawn or spent amount 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;

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

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

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

3.3.14 Except due to the bank’s fault, 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; and



3.3.15 that the Bank may impose daily transfer or withdraw limits as well as other limits when using the ATM/Debit Card/Account. Customer can refer to ATM/Debit card limit/Account usage via the Bank's website at <https://www.sc.com/vn/en/debit-cards/>. In accordance with applicable regulations, the Bank may adjust these limits from time to time and will notify the same to Client.

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

3.3.17 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 with a reasonable prior notice (at least 03 days), except otherwise provided by law or requested by competent authority. ATM/Debit Card may be used only by the cardholder and cannot be transferred, mortgaged or used as collateral in any form.

3.3.18 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 3.10.8.

3.3.19 Card holder can only withdraw from a VND Account 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 Vietnam regulations and regulations of that country.

3.3.20 The facility of cash withdrawal via ATM/Debit Card 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.

3.3.21 The Bank, in accordance with the laws, may not implement an instruction of the Client if it's considered by the Bank not genuine, suspicious, or otherwise 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.

3.3.22 The Bank may offer the Client various promotion programs relating to 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 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.

3.3.23 The Client or an authorised person may use an ATM/ Debit Card overseas if the Client or they comply with exchange controls and other applicable laws of Vietnam and of 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/ Debit 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 regulations of Vietnam or any other applicable laws of other countries.



3.3.24 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.

3.3.25 The Bank's record of the transaction processed by the use of the Debit Card shall be conclusive and binding the parties.

3.3.26 The Bank reserves the right to cancel or refuse to reissue, renew or replace the ATM/Debit Card and will notify Client of the same in accordance with applicable laws and this General Terms.

3.3.27 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.

3.3.28 In case 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 so required. Client must ensure they only sign a completed sales slip.

3.3.29 In any event, the Bank shall not 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.

3.3.30 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 which are legal pursuant to the laws and regulations of Vietnam, including purchase of goods, services in overseas. The Bank holds out no warranty or make no representation about quality, delivery or otherwise of the merchandise.

3.3.31 For the avoidance of doubt, ATM/Debit facilities and withdrawals and purchases shall, where applicable, be deemed to include EFTPOS facilities and transaction.

3.3.32 The ATM/Debit Card must be signed immediately on receipt unless otherwise not required by us.

4. Accounts

Joint Account

4.1 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, 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 or to act on any one instruction of any holder of the Joint Account. In such case, the instruction shall be binding on the other holder(s) of a Joint Account.

4.2 Joint holders can be given separate individual facilities like ATM/Debit Cards / internet banking Account to be linked to the Joint Account and all fees /charges would be deducted from the Account. Individual transactions on each facility would be reflected as a part of one Joint Account statement.

4.3 The Bank is authorised to credit Joint Account 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. The Bank shall be entitled 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).

4.4 In the event where a Joint Account holder is dead, lost of capacity for civil acts, is declared missing, or otherwise legally unable to operate the Account, the amount standing to the credit of the Joint Account shall be temporarily locked for the benefit all the other holder(s) of the Joint Account. Rights and obligations deriving from the use of the Joint Account shall be solved in accordance with applicable laws and regulations, including laws and regulations on inheritance.

4.5 The responsibility of each joint holder of a Joint Account will be as follows:

4.5.1 to be jointly liable for any indebtedness owed to the Bank in relation to the Joint Account, regardless of which holder of the Joint Account has created the indebtedness;

4.5.2 to communicate to all other holders of the Joint Account any correspondence or notice issued by or on behalf of the Bank in respect of the Joint Account; and

4.5.3 not to do anything that is unlawfully or contrary to the laws of Vietnam, or otherwise not allowed under these General Terms.

General provisions relating to Account

4.6 The holder of the Account agrees that the cash or securities and other items deposited by the holder of the Account into the Account may be held either by the Bank, or by any duly appointed agent of the Bank from time to time.

4.7 Temporarily lock of Account:

4.7.1 The Bank may temporarily lock the Account in the following circumstances:

- (i) in the event that the Client breaches any law or any of these General Terms or any other terms and conditions specific to particular types of Account;
- (ii) Client delays or fails to submit, amend or update information, documents for the Account as required by the Bank or when there is any of such change;
- (iii) The Account has no account activity for a period of 6 consecutive months or more provided by the Bank from time to time;
- (iv) the Account balance reaches zero or when the Account balance is less than the minimum balance to maintain the Account (if applicable);



- (v) cases as provided for in Clause 24 of these General Terms;
- (vi) upon detection of any mismatch or unusual indication between know-your-customer information and Client's biometric information in the process of account opening and operation using electronic methods;
- (vii) upon Client's request;
- (viii) other circumstances as provided by laws.

4.7.2 The Bank may refuse any of Client's request to temporarily lock the Account if Client 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. The processing of payment instructions from or to the Account, during the term of suspension, shall be conducted in accordance with Client's request (or Client's guardian, lawful representative) upon termination of account suspension.

4.7.3 The Bank shall stop the temporary lock of Account when the circumstance causing the temporary lock no longer exists, except for case where the Account has been closed in accordance with these General Terms.

4.7.4 The Bank shall notify the Client of the temporary lock/unlock of Account.

4.8 Blockade of Account:

4.8.1 The Bank may block the Account in the following circumstances:

- (i) As requested by competent authorities in accordance with laws, regulations;
- (ii) Upon the Bank's detection of any mistake, error when crediting to Client's Account or as per payment service provider's request for refund due to remitter's error, mistake;
- (iii) Upon notification of any of the Joint Account Holders of dispute arisen between Joint Account Holders in relation to their Joint Account.

4.8.2 The Bank shall unblock the Account upon satisfaction of the following condition:

- (i) Upon expiry of the blockade term or there is a written request from competent authority to unblock the Account;
- (ii) Payment service provider has resolved the mistake, error in remittance;
- (iii) There is a notification by all the Joint Account Holders that the dispute on Joint Account has been resolved.

4.8.3 The Bank shall notify the Client of the blockade, unblock of Account.

4.9 Closure of Account:

4.9.1 The Bank may close the Account in the following circumstances:

- (i) Upon request by Client or Client's authorized person, and Client has fulfilled all obligations relating to the Account;
- (ii) Client is deceased, declared as dead, missing or lost of civil act capacity;
- (iii) For the purpose of compliance with the Bank's regulations, policies or requests and/or compliance with laws, regulations of any relevant country, territory, organization.



- (iv) The Account has no account activity for a period of 12 (twelve) consecutive months or more provided by the Bank from time to time and the Account balance reaches zero;
- (v) Client breaches any of these General Terms;
- (vi) Other circumstances as provided for in these General Terms or under laws and regulations.

4.9.2 Upon the closure of any Account, the Client shall be required to immediately return to the Bank all property of the Bank held by it, such as Passbooks and ATM/Debit Cards issued to it from time to time. If the Account has any credit balance (after being deducted for any outstanding fee, amount owed to the Bank, or the balance arisen due to the refund by International Card Organization), the Bank shall 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), and time limit to handle such credit balance, or make payment as requested by competent authority. Upon expiry of the time limit proposed by the Bank and Client does not have any feedback, the Bank, to the extent of not in contrary with applicable laws, is entitled to handle such credit balance at the Bank's discretion, including but not limited to, handling in any credit balance from one hundred thousand dongs (VND100,000) and below by way of making such amount as the Bank's other income or crediting it to the Bank's charity account. In the event Client has a written request to claim back the credit balance later on, the Bank shall process such request in accordance with applicable laws.

4.9.3 The Bank shall notify the Client of the Account in advance of at least 07 (seven) days unless otherwise requested by competent authorities or provided by laws.

4.10 The Client shall not create any form of pledge, mortgage or other security interest over the Account, unless it has received the prior written consent of the Bank.

4.11 Time deposit Account may be of such tenor as selected by Client and accepted by the Bank. Unless otherwise provided in these General Terms, 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 published and applied the Bank.

4.12 Current Account may be interest-bearing or non-interest-bearing. Interest-bearing Current Account may attract service charges and fees additional to those charged for non-interest-bearing Account, as prescribed by the Bank from time to time.

4.13 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, payment of due/overdue loan, interest and fees arisen in the account management and



provision of payment services). 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.

4.14 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.

4.15 Methods of receiving, time limits for handling and dealing with results from handling queries and complaints about the Account, or ATM/ Debit Card (referred to as "Complained Service")

4.15.1 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. 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.

4.15.2 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.

4.15.3 After the above 60-day period mentioned in Clause 4.15.1, 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.

4.15.4 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 4.15.1 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 Business 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 Business Days

(b) With respect to Account: within 30 Business 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.

4.15.5 Dealing with results from handling requests for query or complaint about Complained Service:

(a) If there is no sign of crime: Within 05 Business 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. 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 Business 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 Business 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 4.15.5 (a) above.

5. Foreign Currency (FX) Transactions

5.1 FX transactions processing via Online Bank and Mobile Banking:

When using the FX conversion service of the Bank, Client hereby authorises the Bank to automatically proceed the FX transaction via Online Banking / Mobile Banking in accordance with Client's instructions. Applicable exchange rate for FX transactions is the rate published on our website at the time when the Bank processes the conversion, unless otherwise negotiated and agreed by the parties.

5.2 Inward FX Transaction:

Where any payment instruction presented to the Bank for collection or where a payment received for any Account (collectively called "Inward FX Transaction") is in a currency other than the currency in which the Account is denominated, the Bank may automatically convert the amount of the Inward FX Transaction at such rate of exchange published on the Bank's website and at the time when the Bank process the Inward FX Transaction or at such rate as the Bank and Client may agree, into the Account Currency for credit into such Account.

5.3 FX Transaction via card:

Client accepts that all withdrawals/ purchases made with the ATM/Debit/Credit Card at ATMs/POS will be applied with an exchange rate provided by the international card organization at the time the transaction is processed. All withdrawals/ purchases with merchants outside Vietnam with ATM/Debit Card/Credit Card and in foreign currency shall be applied at an exchange rate as provided by international card organization at the time the transaction is processed. 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 affected, and subject to any exchange controls, regulations or limitations in effect in that country and in Vietnam

5.4 Transaction refusal:



The Bank reserves the right to refuse not to perform any FX instruction of the Client if:

- Client's Account does not have sufficient balance or is in dormant status;
- Strong volatile market conditions;
- Inadequate submitted required supporting documents;
- Transaction is not permitted under applicable laws.

If the Bank refuses to process an FX transaction under any of the above circumstances, the Bank will notify Client within 24 working hours upon receipt of Client's instruction. Except there is any mistake from the Bank, the Bank shall not be liable for any consequence arisen and shall not pay any compensation to the Client thereof after sending the notification to Client.

5.5 Cancellation of FX Transaction:

In case where an FX Transaction is cancelled due to Client's request or in breach of applicable laws or the Bank's policies, the Bank will reverse the transaction at applicable exchange rate published on the website and at the time the Bank processes the reversal. Client shall be liable for the costs and any loss arising from the cancellation.

If the Bank cancels an FX Transaction under any of the above circumstances, the Bank will notify Client within 24 working hours upon cancellation of such transaction. Except there is any mistake from the Bank, the Bank shall not be liable for any consequence arisen and shall not pay any compensation to the Client thereof after sending the notification to Client.

5.6 General provisions for FX transactions:

5.6.1 If the Bank requires a security measure for an FX transaction, the parties shall enter into a security agreement with the terms and conditions as agreed by the Bank and the Client.

5.6.2 The date which appears on the FX transaction record(s) may vary from the date that appears on your statement. This is because such transaction is completed on a non-Business Day or after "cut off" time on a Business Day and accordingly, the transaction will be recorded as processed on the next Business Day.

5.6.3 Client may refer to the prevailing exchange rates on the Bank's public website at <https://av.sc.com/vn/content/docs/vn-exchange-rates.pdf>. Client understands and agrees that all applicable exchange rates will be at the time when the Bank processes the conversion, and not the time of order placement.

6. Account Statements/Confirmation Advice/Passbook

6.1 The Bank may issue and send to Client statements of Account or confirmation advice in a form approved by the Bank monthly or at such other intervals as permitted by laws or agreed with Client. 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 Client shall be liable for such statement, advice or passbook.

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

7. Bank Charges/Interest

7.1 The Bank may impose from time to time such charges commission interest and fees as it may determine for Service(s) rendered and as published in its tariff or agreed with Client; and is authorised to debit the Account of Client with all such charges. Without prejudice to the generality of the foregoing, a charge will be levied on Account, whether active or dormant, wherein the minimum average balance fixed by the Bank from time to time is not maintained, and on (i) (i) each electronic transfer deduction rejected due to insufficient funds, (ii) each Account closure or Service termination within a specified period from Account opening or commencement of Service, (iii) each deposit into or withdrawal from or other transaction on the Account or utilisation of any Service, and (iv) any refund in any form of any credit balance in the Account. 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 or any Services. The Client's continuous use the Services or the Account after the amounts or rates of any charges levied against the Account 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 and deposits (including term deposits and demand deposits) are on 365-day year basis.

7.4 Interest on Account and deposits (including term deposits and demand deposits) is accrued daily and on a 365-day year basis. In addition:

- (i) For Account 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 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 Account in compliance with the laws from time-to-time Clients publicised on the Bank's interest rate website (<https://www.sc.com/vn/en/deposits/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/en/deposits/interest-rates/>. The Bank shall have the right to amend the Service tariff from time to time. 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 for such goods and services tax or other tax or amount, notwithstanding that such debiting may result in Client's Account becoming overdrawn.

9. Indemnity and Liability

9.1 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 or utilisation of any Service by the Client in contrary with applicable laws and these General Terms.

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

9.3 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 or requested by the laws, at the Bank's rate of exchange then prevailing as publicised on the Bank's exchange rate website (<https://av.sc.com/vn/content/docs/vn-exchange-rates.pdf>), and Client hereby agrees that all losses, costs and risks resulting from such conversion shall be borne by Client.

9.4 The Bank shall be entitled to reserve such sums in the Account, including Account held jointly by Client with any other person(s) 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.

10. Set-off/Combination of Account

10.1 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, due or not-yet due, 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 exchange rate applied by the Bank at the time of the conversions.



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

10.3 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 Account 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 10.

10.4 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.

11. Assignment and Transfer

11.1 Client agrees that the Bank may assign any or all of its rights under these General Terms without the Clients' consent.

11.2 These General Terms 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 (i) any change in name or constitution of the Bank; or (ii) 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 all Accounts and/or Service(s) made available by the Bank to Client, and these General Terms shall continue in full force and effect as between Client and such entity.

11.3 The Client agrees that, by serving a prior notice of at least 30 days, the Bank may assign or transfer any or all of its rights and obligations under these General Terms and all Accounts and Services of the Client governed by these General Terms and any other agreements from time to time entered into by the Client with, or in favour of, the Bank's branches in Vietnam (each shall be referred to as "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 and services so assigned or transferred shall become rights or obligations of the Transferee, and may be enforced by the Transferee against the Client as if the Transferee had been a party to any relevant Bank Documents with the Client. 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.

Client has the right to refuse the transfer or assignment of the Bank's rights and obligations by a written response to the Bank. In such case, client agrees that the Bank may terminate all Accounts and Services provided to Client. If the Bank does not receive Client's response and Client continues using the Bank's Accounts and Services upon the expiry of the Bank's notification, Client is deemed to have agreed to such transfer and assignment and the Bank is not required to take any further action for Client's consent.

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

12. Communications

12.1 Unless otherwise provided in agreement with Client, all communications from the Bank to Client, including statement of Account, advice or demand notice, notification regarding Account status, transactions status, on changes to these General Terms, the Service tariff, terms and conditions related to other Services and any other notifications, subject to the Bank's determination, will be delivered in one or many methods below:

- (i) hand delivery; or
- (ii) publishing at any of the Bank's premises/branches/offices; or
- (iii) posting on the Bank's website; or
- (iv) via mobile SMS, push-notification, in-app notification; or
- (v) email; or
- (vi) fax;
- (vii) post mail to Client's most updated address(es) registered with the Bank;
- (viii) any other methods registered by the Client and accepted by the Bank.

For Joint Account, communication to any one Joint Account holder shall be deemed to have communicated to all Joint Account holders) and shall be deemed to have been received by Client. All notifications to you shall be effective from the notification date or on a specific date as stated or determined in the notification. In the event where you are requested to response to a notification by the Bank within a certain time limit and you do not response on time, we are entitled to deem that you have agreed with such notification.

12.2 Unless otherwise provided in these General Terms or otherwise agreed by the Bank, all communications from Client to the Bank must be in writing with Client's signature(s). Client's notification shall be effective only upon actual receipt by the Bank officer authorized by the Bank to act thereon.

13. Instructions/Mandate



13.1 Instructions in relation to Account and Services shall be made in writing by the Client and in accordance with the mandate for the relevant Account 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.

13.2 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.

13.3 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.

13.4 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, 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.

14. Representations/Warranties/Undertakings

14.1 Client hereby represents, warrants and undertakes that:

14.1.1 Client has full capacity and authority to accept and agree to these General Terms, to open, maintain and/or continue to maintain the Account and to utilise the Service(s) of the Bank, and to give the Bank necessary any instructions, documents; and



14.1.2 All authorizations, consents, licences or approvals (whether under any applicable laws or otherwise) required to accept and agree to these General Terms, to open, maintain and/or continue to maintain the Account 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.

14.1.3 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.

14.1.4 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.

14.1.5 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 such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives in relevant jurisdiction.

14.1.6 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; or
- (b) Ability to suspend activity or block the Client's Account; or
- (c) Ability to transfer funds in the Client's Account out.

14.1.7 The Client must ensure that either the Services or ATM/ Debit Card/ Current Account shall not be used for or paid for any illegal transactions under any applicable laws, such as gambling, crypto-currency, forex trading transactions on websites, top-up overseas e-wallet, transactions for purposes of money laundry, terror financing, fraud, cheating, unlicensed games on the internet (collectively referred to as "Prohibited Transactions"). The Bank reserves the right to decline processing or paying any Prohibited Transaction through the Services or ATM/ Debit Card/ Current Account of Client.

14.1.8 The Bank has the right to seize the ATM/ Debit card in the following cases:

- (i) Forged card;
- (ii) Card is illegally used;
- (iii) For the purposes of investigation, actions against crimes in accordance with laws and regulations.

14.2 The representations, warranties and undertakings in Paragraph 14.1 above shall be deemed to be repeated whenever any instruction is given to the Bank, any Account of Client is established or opened and any cash, asset 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.

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

15.1 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 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.

15.2 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, 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.

15.3 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, Account or Service(s) are not available or access thereto is hindered or prohibited.

15.4 All moneys deposited will be payable exclusively and solely at the Bank subject to Section 10 hereof, under no circumstances (including without limitation the circumstances referred to in Paragraph 15.1 above) will the Bank's head office, other branches, or any of its Affiliates be responsible for the repayment of such funds.

16. 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 in accordance with applicable laws.

17. 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 General Terms shall be construed as if such invalid, unlawful or unenforceable provision(s) or part thereof had never been contained herein.

18. 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 circumstances, the Client shall upon receipt of such notification repay the whole of all moneys owing by Client to the Bank.

19. Governing law and jurisdiction

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

19.2 The parties agree that in the event of any dispute arising in connection with the Account 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.

20. 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.

21. 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.

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

The Bank may temporarily stop or refuse to 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.



- Purpose of transfer falls under any of the purposes mentioned in Clause 14.1.7.

23. Termination by the Bank

Subject to applicable laws, the Bank may end any (or all) of our banking agreements for our products, if:

- performance of any obligation by either the Client or the Bank under any agreements with the Bank 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.

To the extent not prohibited or restricted by applicable laws or competent authority, the Bank shall notify Client in advance (at least 03 Business Days) of the Bank's termination of the abovementioned products, services.

24. 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 to comply, or in connection, with the matters set out in this clause. This includes temporary lock, 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 will notify to the Client as it is permitted to do so under those laws of policies. Except in case of the Bank's default, 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.

25. Processing of Client's personal data, information

The collection, processing and disclosure of Client's personal data, information shall be in accordance with Client Personal Data Processing Annex enclosed to these General Terms. This Annex is an integral part of these General Terms. The collection, processing and disclosure of Client's personal data may be mentioned in the Bank's Privacy Notice which is posted on the Bank's website. In case of any conflict or discrepancy between the Privacy Notice and the Annex, the Annex will prevail.

26. Other provisions

26.1 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.

26.2 In addition to these General Terms, Client shall comply with all terms and conditions governing any Account (including without limitation, Account types specified in these General Terms), 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 Agreements governing the Account, facilities or Services shall prevail. These General Terms 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 have been made available to Client. Each provision in these General Terms shall be read independently and shall not be construed to limit or restrict the effect of any other of these General Terms. Words importing the singular shall include the plural and vice versa. Words importing any gender shall include all other genders as appropriate.



26.3 The headings in these General Terms are for ease of reference only and shall not be construed to limit or restrict the effect of any of these General Terms or to affect the interpretation or construction of any of these General Terms. 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.

27. Definitions

For the purposes of these General Terms, 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.

“ATM/ Debit card annual fee” refers to the fee that will be collected annually in the month of card issuance in the Bank’s system.

“Bank” refers to Standard Chartered Bank (Vietnam) Limited and shall include its successors and assigns and Bank Member.

“Bank Member” means Standard Chartered PLC, a company incorporated in England with limited liability by Royal Charter 1853 or any Affiliates of Standard Chartered Bank (Vietnam) Limited and of Standard Chartered PLC (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.

“Client” refers to any person entering a contractual relationship with the Bank in respect of any Account of the Bank, including holder of an Account with the Bank and his personal



representatives or successors. In the case of joint Account, “Client” refers to any and/or all joint holders of the Account, and their liabilities and undertakings hereunder and in respect of the Account 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 Account, “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 Account, 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” refers to the standard terms and conditions herein contained as varied, amended, supplemented or modified from time to time.



CLIENT PERSONAL DATA PROCESSING ANNEX

In this Annex, “we”, “us” or “our”, refers to the Standard Chartered Bank (Vietnam) Limited; and “you” or “your” refers to Client.

1. What types of personal data do we collect?

Personal data is information that either identifies you or is about you, and we may collect it from a few different sources. This includes collecting personal data directly from you, third parties acting for you or who are related to you, from companies, businesses or organisations who are our clients that you represent or are related to you, from other members of the Standard Chartered Group and from other organisations, or publicly available sources.

If you give us someone else's personal data, you must have their permission, explain to them and make sure they understand how we'll use it. We may collect the following different types of personal data:

- **Identification data** – information that identifies (uniquely or semi uniquely) you. For example, your name, your date of birth, place of birth, registered place of birth, your photographs, CCTV and video recordings of you and other identifiers, including official/government identifiers such as national identification number, passport number, tax identification number, driver's license number, license plate, social security number and health insurance card number.
- **Contact data** – information that allows addressing, sending or communicating a message to you. For example, your email address, your phone or mobile number and your residential or business address, place of permanent residence, place of temporary residence, current place of residence, hometown, contact address.
- **Professional data** – information about your educational or professional background.
- **Behavioural data** – information relating to your behaviour, activities or actions, both online and off-line. For example, your browsing behaviour and how you interact with our online products and services, or those provided by third-party organisations, such as our advertising partners and social media companies.
- **Personal relationship data** – information about associations or close connections between individuals or entities that can determine your identity. For example, spouse or employer relationships, marital status, parents, children.
- **Communications data** – information relating to you contained in voice, messaging, email and other communications we have with you. For example, service requests, and digital account information, such as personal data that reflects activities and activity history in cyberspace.

We may sometimes need to collect more sensitive personal data from you or where allowed by law. This sensitive personal data (sometimes known as special category personal data) may include things like:

- **Financial and commercial data** – information that identifies your financial position, status and history. For example, information on clients of credit institutions, foreign bank branches,



payment service providers and other licensed institutions, including customer identification as prescribed by law, accounts, deposits, deposited assets, transactions, organisations and individuals that are guarantors at credit institutions, bank branches, and payment service provider, debit or credit card details, source of funds, financial and credit rating history.

- **Geo-location data** – information that provides or contains a device’s location. For example, your internet protocol (IP) address or your cookies identifier.
- **Racial or ethnic origin data** – information which reveals your racial or ethnic origin.
- Political data – information which reveals your political opinions
- Religious or philosophical data – information which reveals religious or philosophical beliefs
- **Biometric data** – information that identifies you physically. For example, facial recognition information, your fingerprint or voice recognition information
- **Health data** – information relating to your health status. For example, disability information relevant to accessibility, which may affect how you interact with our products and services
- **Criminal convictions, proceedings or allegations data** – information about criminal convictions or related information that we identify in relation to our financial crime prevention obligations, for example, details about any criminal convictions or related information. This includes details of offences or alleged offences or convictions.

2. Where do we get your personal data?

We usually get your personal data directly from you, but we may also obtain your personal data from elsewhere as follows:

- **People you know** – such as:
 - parents or guardians of children. If you are a child (this means if you are under 16 years old). We will also get your parent or guardian’s consent in addition to your consent (if applicable) before collecting and processing your personal data.
 - your joint account holders
 - your referees; and
 - other people you appoint or authorize to act on your behalf
- **Businesses and other organisations** – such as:
 - your employer and/or company, business or organisation you represent or is related to you
 - other financial institutions and financial service providers
 - credit reference and fraud prevention agencies
 - regulatory and other entities with authority over the Standard Chartered Group, such as tax authorities, law enforcement or authorities imposing financial sanctions
- **Our corporate and business clients** – where you receive the benefit of our services in relation to our contract with the company, business or organisation you interact with. For example, resolving payment disputes with our merchant clients



- **Publicly available resources** – such as online registers or directories or online publications, social media posts and other information that is publicly available
- **Cookies** – when you visit, browse, or use our websites, online banking or mobile applications, we may use cookies to automatically collect certain information from your device. We may use such information, where relevant, for internal analysis and troubleshooting, to recognise you and remember your preferences, to improve the quality of and to personalise our content and to determine the security status of your account. For more information on how we use cookies and how you can control them when visiting our websites, please see our Cookies Policy at www.sc.com/vn/en/cookie-policy/.

3. Why do we collect your personal data?

We collect your personal data so that we can provide our products and services, manage our relationship with our clients and operate our business. This is necessary when you hold your own bank account with us.

If you have or are associated with more than one account with the Bank Member, we may link all your accounts and personal data to enable us to have an overall picture of our client relationships.

What we use your personal data for is often referred to as our purposes of processing and these are detailed below. We may not be able to offer or provide our products and services if you do not provide us with or want us to process the personal data that we consider is necessary and/or is required to meet our legal and regulatory obligations.

We generally process your personal data with your consent where required by law or where otherwise permitted or required by applicable law including for the following lawful reasons:

- **Contract** – when we're performing contractual obligations under a contract to which you are a party
- **Legal Obligation** – when we're required to comply with laws and regulations
- **Life and Health Protection** – when we're processing personal data to protect an individual's life and health

4. Purposes of Processing

We process your personal data for the following purposes, as relevant, depending on whether you have your own bank account with us or you represent, or are associated with, other individuals or organisations who bank with us.

4.1 Assessing and providing products and services to our clients

This includes:

- assessing eligibility and suitability of product and service applications for clients; we may retain a record of the application if our eligibility criteria are not met



- assessing your suitability as an individual guarantor
- conducting relevant due diligence and know-your-customer (KYC) checks as required by applicable law
- conducting credit checks and financial assessments
- setting credit limits for clients
- obtaining quotations for clients from third-party product providers, such as insurance products from insurance providers we partner with and assisting such providers to manage insurance products, including wealth management products.

4.2 Managing banking relationships and administering client accounts

This includes:

- establishing, continuing and managing banking relationship and account with us or, where applicable, any member of the Standard Chartered Group
- providing clients with appropriate access to our products and services, such as our online and mobile banking platforms
- operating, providing and evaluating the products and services for clients
- effecting transactions and acting on instructions or requests, such as transferring money between accounts and making payments to third parties for clients
- maintaining up-to-date records of authorised persons and signature lists
- administering, for example, credit facilities or loans for clients
- maintaining contact information
- responding to questions or managing any complaints, including monitoring social media conversations and posts to identify conversations, sentiments, and complaints about the Standard Chartered Group
- issuing notifications about changes to the terms and conditions of our products and services
- recording our communications for record-keeping and evidential purposes including online messages, email and telephone
- contacting clients relating to the products and services we are providing
- facilitating open banking for clients, including with Account Information Service Providers (AISPs).

4.3 Operating our business

This includes:

- managing authentication and user access controls for clients, for example, for online and mobile banking



- creating and maintaining our credit scoring models relating to clients
- conducting credit management activities, which includes maintaining client credit history and ensuring ongoing credit worthiness
- assisting other banks and third parties recover funds that have entered client accounts as a result of erroneous payments
- engaging in business operational management, such as performing administrative tasks relating to the products and services we provide, monitoring and reporting of our financial portfolio, risk management activities, audits and ensuring operation and security of our communications and processing systems, systems development and testing, business planning and decision-making.

4.4 Improving our products and services to our clients

This includes:

- developing, testing and analysing our systems, products and services
- monitoring and recording our communications with you, for example, phone calls, for training and quality purposes
- conducting customer satisfaction surveys
- gathering insights by aggregating data from the use of our products and services and our applications to provide you with more tailored products and services.

4.5 Keeping you and our people safe

This includes:

- conducting identity verification security checks for building access
- using CCTV surveillance recordings at our branches, premises and ATMs for the purposes of preventing and detecting fraud and/or other crimes, such as theft
- investigating and reporting on incidents or emergencies on our properties and premises
- for the security of our systems and networks in order to keep your data safe and confidential
- for other health and safety compliance purposes
- monitoring social media conversations and posts to protect clients from sharing data publicly that could be used for fraud.

4.6 Detecting, investigating and preventing financial crimes

This includes:

- conducting identity verification security checks against government and other official centralised databases, as required by law



- monitoring and recording our communications and screening applications and transactions in connection with actual or suspected fraud, financial crime or other criminal activities
- recording and monitoring your electronic communications with us, to the extent permitted by applicable law, to ensure compliance with our legal and regulatory obligations and internal policies
- conducting checks against government and non-government third parties' fraud prevention and other financial crime prevention databases to prevent money laundering, terrorism, fraud and other financial crimes, to protect you, our clients and the integrity of the financial market. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies and may result in others refusing to provide services or employment to you.

4.7 Complying with applicable laws, regulations and other requirements

This includes:

- identifying and investigating compliance with our own Standard Chartered Group policies
- complying with relevant local and foreign law, regulations, rules, directives, judgments or court orders, requests, guidelines, government sanctions, embargo, reporting requirements, restrictions, demands or agreements with any authority (including domestic or foreign tax authorities), court or tribunal, enforcement agency or exchange body in any relevant jurisdiction where the Standard Chartered Group operates
- following any voluntary guidelines or recommendations from industry bodies or associations.

4.8 Exercising our legal rights and conducting legal proceedings

This includes:

- tracing and exercising our rights and protecting ourselves against harm to our rights and interests
- retaining records as may be necessary as evidence for any potential litigation or investigation
- recovering debts and arrears
- obtaining professional advice
- investigating or making an insurance claim
- responding to any insurance related matter, action or proceeding
- defending or responding to any current or prospective legal, regulatory, or industry bodies or association related matter, action or proceeding.

4.9 Facilitating Standard Chartered Group mergers, acquisitions, and divestments



This includes:

- evaluating our business and providing continuity of services to you after a transfer of our business as a result of a merger, acquisition, sale or divestment.

5. When do we conduct direct marketing?

We may sometimes, and with your consent if required by applicable law, use your contact details to send relevant marketing communications (such as by post, email, telephone, SMS, secure messages, mobile app or social media) which is made in the forms and with the frequency as provided under applicable regulations (for example: Law on Advertising, regulation on anti-spam).

We may send the following communications:

- news, offers and promotions about our products and services
- competitions and lucky draws
- appeals for charitable non-profit making donations, sponsorships and contributions
- seminars and webinars
- other events or opportunities.

If you bank with us as an individual client, to the extent permitted by applicable law, we may share limited information about you with social media and advertising companies we engage with for the purpose of online advertising. For example, to check whether you have an account with social media companies, so we can ask them to display more relevant marketing messages to you about our products and services or to exclude you from receiving advertisements for our products and services which you already use.

6. When do we use automated decision-making?

We may use the personal data we collect to conduct data analytics, including profiling and behavioural analysis, to make quicker automated decisions in our business operations and to evaluate your personal characteristics to predict outcomes and risks. We require that rules followed by such automated systems are designed to make fair and objective decisions. We may use artificial intelligence and machine learning to help improve our communications and client experience, make our business operational processes safer and more efficient and enable us to provide faster responses and improve turnaround time. For example, we may use automated decision-making for the following:

- Client digital onboarding processes - account opening approval processes using electronic Know-Your-Customer (eKYC) checks by verifying the authenticity of scanned identification documents and a photo through biometric facial recognition and liveness check
- Operational efficiency - voicebots for call centre identification verification



- Personal banking client engagement - client marketing campaigns and communications to recommend more tailored products and services based on insights from your personal data and interactions with robo advisors and chatbots.
- Risk management - monitoring of accounts and transactions to detect unusual activities to prevent fraud or money laundering, terrorism and other financial crimes (for example, detecting whether the use of your credit card may be fraudulent) and approval of loan applications and credit decisions based on credit-scoring models.

7. Who may we share your personal data with?

We may share your personal data within the Standard Chartered Group. The Standard Chartered Group may share your personal data for the purposes of processing as set out in this Annex, including with our service providers, our business partners, other third parties and as required by law or requested by any authority. Who these are depends on your interactions with us as an individual client or as a representative for another individual or organisation that banks with us.

We limit how, and with whom, we share your personal data, and take steps to ensure your personal data is kept confidential and protected when we share it. We may share your personal data for our purposes of processing with the following, where relevant and allowed by law:

- **Other members of Standard Chartered Group**
- **Authorised third parties**
 - legal guardians, joint account holders, actual or intended guarantors/sureties, trustees, beneficiaries, executors, or authorised persons of our clients, any actual or potential participants or sub-participants in relation to any of our obligations in respect of any banking agreement, assignees, novatees or transferees (or any officers, employees, agents or advisers of any of them)
 - any other person you have authorised us by your consent to share your personal data with.
- **Third parties that can verify your information**
 - credit bureaus or credit reference agencies (including the operator of any centralised database used by credit reference agencies), credit protection providers, rating agencies, debt collection agencies, fraud prevention agencies and organisations
 - other non-government third parties' that conduct financial crime prevention databases checks to prevent money laundering, terrorism, fraud and other financial crimes.
- **Our service partners**
 - professional advisers such as auditors, legal counsel, conveyancers and asset valuation specialists
 - insurers or insurance brokers
 - service providers (such as operational, administrative, data processing and technology service providers), including anyone engaged or partnered with to analyse and facilitate



improvements or enhancements in Standard Chartered Group's operations or provision of products and services

- providers of professional services, such as market researchers, forensic investigators and management consultants
- third-party product providers including fund managers and insurance companies.

- **Strategic referral partners**

- business alliance, co-branding partners or other companies or organisations that the Standard Chartered Group cooperates with based on contractual arrangements or other joint ventures
- social media and advertising companies
- charitable and non-profit organisations.

- **Other financial services organisations**

- other financial institutions, such as merchant banks, correspondent banks or national banks
- market infrastructure providers
- payment service providers, including merchants, payment processors and card association members, payment-initiation and card-based payment instrument service providers such as VISA and Mastercard
- Account Information Service Providers (AISP).

- **Government and law enforcement agencies**

- as required by law or requested by any authority, which includes any government, quasi-government, regulator, administrative, regulatory or supervisory body, court, tribunal, enforcement agency, exchange body or domestic or foreign tax authorities, having jurisdiction over any Standard Chartered Group member whether within or outside your jurisdiction and whether or not that Standard Chartered Group member has a relationship with you.

- **Other third parties**

- the individual, company, business or organisation, as applicable, that you represent or is related to you
- third parties in case of a merger, acquisition or divestment: if we transfer (or plan to transfer) any part of our business or assets. If the transaction goes ahead, the interested party may use or disclose your personal information in the same way as set out in this Annex, and subsequently notify you of any changes they may make in terms with how they process your personal data.

8. Where do we transfer personal data?

Your personal data may be stored, shared and transferred by us within the Standard Chartered Group or with other third parties for the purposes described in this Annex. We do this in order



to operate effectively, efficiently and securely in facilitating transactions and providing products and services to our clients, to improve and support our processes and business operations and to comply with our legal and regulatory obligations. This may involve storing, sharing and transferring your personal data cross border to other jurisdictions.

Where recipients of your personal data are in jurisdictions that are outside Vietnam, and local laws may not have similar data protection laws as the jurisdiction where you are or where we have a relationship, we will take all reasonable steps necessary to ensure that your personal data has an appropriate adequate level of protection and safeguards to comply with applicable law.

9. What are your personal data protection rights?

We respect your personal data, and you have the following rights about how we use your information:

- Right to be informed
- Right to give consent
- Right to access or be provided with your data – you are entitled to access your data and can ask us for a copy of the personal data we have about you and how we've used it.
- Right to correct your data – if your personal information is incorrect, you can rectify the data yourself or ask us to update it.
- Right to delete your data – you can ask us to delete your personal data. However, we may need certain personal details to provide our products and services to you.
- Right to restrict or object to processing – you can ask us to stop using your data or change how we use it, including but not limited to objecting to our use or disclosure of data for advertising purposes. However, we may need certain personal details to engage with you or provide our products and services to you.
- Right to file complaints, denunciations, and lawsuits
- Right to claim damage
- Right to self-protection
- Right to change or withdraw consent – if we ask for your consent to use your personal data, you can change your mind at any time. If you withdraw your consent, you acknowledge and agree that we may retain and process your personal data according to the requirements under applicable regulations or by competent authorities. In addition, you understand and acknowledge that we may not provide our banking products and/or services to you without processing your personal data. As a result, when you withdraw your consent, we have the right to terminate the relevant product(s) and/or service(s) and you are obliged to fulfil all your obligations owed to us upon the termination of our products and/or services.

10. What are your personal data obligations?



You shall have the following obligations as data subject:

- Protect your own personal data, request us or other relevant organizations and individuals to protect your personal data.
- Respect and protect personal data of others.
- Provide complete and accurate personal data once you have consented to the processing of your personal data.
- Participate in propaganda and dissemination of personal data protection skills.
- Comply with applicable laws and regulations on protection of personal data and participate in prevention of violations of such laws and regulations.
- Other obligations as provided under applicable laws and regulations.