

STANDARD CHARTERED BANK (VIETNAM) LIMITED - TERMS AND CONDITIONS (Standard Terms And Condition Of General Application In Vietnam)

The following General Terms and Conditions, as may be amended from time to time by the Bank in its sole discretion, apply to all Accounts opened with the Bank from time to time, and such amendments will be binding on the Customer upon notification.

1. Opening of Accounts & Utilisation of Services

- 1.1. Opening of Accounts and utilisation of any Service are at the Bank's sole discretion and the Bank does not need to provide any reasons for declining to open any Account or provide any Service. The Bank may rely on the accuracy of the information provided by the Customer to it and the Bank is not required to verify any such information provided to it. The Customer undertakes to notify the Bank promptly in writing of any such changes.
- 1.2. These Terms and Conditions govern the Account(s) and Services and override the contents of all other information including any brochures, posters and other promotional materials issued or that may be issued by the Bank. Customer agrees to be bound by these Terms and Conditions and warrants that he has, in deciding to open the Account(s) and/or utilise the Services, exercised his independent judgment and not relied on any representations or warranties, whether oral or written, on the part of the Bank, its officers, employees or agents, or as contained in any such other information provided by the Bank and which are not expressly provided for in these Terms and Conditions.
- 1.3. The Customer shall be responsible for:
 - 1.3.1 obtaining all necessary approvals from all competent Vietnamese authorities to enable the Customer to open, maintain and operate an Account. The Bank may request the Customer to provide evidence of such approval at any time; and
 - 1.3.2 maintaining and operating an Account in accordance with these Terms and Conditions and the regulations of the State Bank of Vietnam. The Bank reserves the right to refuse any transaction or stop the provision of any Services if, at the reasonable discretion of the Bank, such transaction is contrary to Vietnamese law and/or the Bank's rules applicable from time to time, and the Bank shall bear no liability for doing so.
- 1.4. The Bank reserves the right, upon giving notice to Customer by any way the Bank deems appropriate (including but not limited to posting on the Bank's website, publicizing at any headquarter/branch/office of the Bank), to revise, amend or cancel, in whole or part, any of these Terms and Conditions should the Bank at time to time prescribe additional terms and conditions in relation to any or all of its Account(s), and Services, and such additional terms and conditions shall be read together with these Terms and Conditions and shall be considered an integral part of these Terms and Conditions.

2. Cash Deposits

Deposit slips shall not be considered valid receipts unless validated by the Bank's validating machine and/or by the stamp of the Bank's branch 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 cash count, the Bank's cash count shall be final and conclusive.

3. Cheque Deposits

- 3.1 Cheques, drafts, money orders, payment instructions or other instruments must be presented to the Bank for collection either at the Bank's branches or through the use of the Bank's ATM or through any other electronic means acceptable to the Bank.
- 3.2 The amount of a Cheque, draft, money order, payment instruction or other instrument shall be credited to the Account when presented to the Bank for collection but the Customer shall not be permitted to withdraw or transfer the amount so credited before the Bank receives full payment of the amount of the Cheque, draft, money order, payment instruction or other instrument unless the Bank otherwise permits or agrees.
- 3.3 All Cheques, drafts, money orders, payment instructions or other instruments deposited are received by the Bank solely as agent for collection, and the Bank assumes no responsibility for any non-payment or losses to Customer resulting from any inability whatsoever for whatever reason on the Bank's part or any failure by the Bank for any reason to collect, whether resulting from any loss or theft of the Cheques, drafts, money orders, payment instructions or other instruments or otherwise. Dishonoured cheques may be returned to the Customer by post or in any manner or by such mode of communication as the Bank deems fit, such dispatch being at Customer's risk and expense. The Bank shall not be liable to Customer for any loss of any such Cheque occurring after it has been posted to Customer by pre-paid post or dispatched by courier and Customer shall reimburse the Bank in respect of all fees and expenses incurred therewith by the Bank. The Bank may at its absolute discretion refuse to accept any Cheque, draft, money order, payment instruction or other instrument presented for deposit into the Account.
- 3.4 The Bank reserves the right to impose any service charges in respect of returned or overdrawn Cheques and to apply any additional penalties in accordance with the laws of Vietnam from time to time.

- 3.5 The Bank shall not be liable to indemnify the Customer for any loss suffered by the Customer as a result of any void, invalid, fraudulent or forged Cheques honoured by the Bank, unless the Bank has constructive evidence to suggest that the Cheque was void, invalid, fraudulent or forged. Furthermore, the Bank reserves the right to debit from the Account such amount to make good the loss suffered by the Bank as a result of the Cheque, draft, money order, telegraphic transfer or other payment instruction or instrument being void, invalid, forged or fraudulently issued.
- 3.6 Where any Cheque, draft, money order, payment instruction or other instrument presented to the Bank for collection or where a payment received for any Account is in a currency other than the currency in which the Account is denominated (the "Account Currency"), the Bank may convert the amount of the Cheque, draft, money order, payment instruction or other instrument or payment received at such rate of exchange prevailing at the time when the Bank receives the Cheque draft, money order, payment instruction or other instrument for collection or a payment is received for that Account or at such rate as the Bank may determine at its discretion, into the Account Currency for credit into such Account and Customer shall bear the cost of such conversion.
- 3.7 The Bank may retain for such period as the Bank considers appropriate Cheques, drafts, money orders, payment instructions or other instruments presented by Customer to the Bank for collection and may destroy them at any time after the end of the period and shall not be liable to Customer for any loss, damage or destruction of any of those Cheques, drafts, money orders, payment instructions or other instruments howsoever caused whilst in the custody of the Bank or any contractor, agent or third party service provider of the Bank.

4. Withdrawals

- 4.1 Customer shall not draw any Cheque, bill of exchange, instrument or document on the Bank or on any Account of the Customer with the Bank except in the forms and on such paper printed in accordance with such specification as the Bank may approve or in the form and on paper supplied by the Bank to Customer for such purposes and in no other form. The Bank may, at its discretion, either honour payment or decline to pay any such Cheques, bills of exchange, instruments or documents drawn in contravention of this provision and Customer agrees that the Bank shall not be responsible or liable in any way for any such decision.
- 4.2 Customer undertakes to ensure that all Chequebooks and issued to it by the Bank are kept in a manner and at a place which would prevent theft thereof. In the event that a Chequebook, or Cheque(s) are lost or stolen, the Customer must immediately report such loss in writing to the Bank. Any failure of the Customer to report such loss to the Bank in a timely manner or to comply with the other requirements of this clause 4 would result in the Bank not being responsible or liable to Customer for any loss or damage incurred by the Customer arising as a result thereof.
- 4.3 The Customer undertakes to exercise due care when drawing Cheques on its Account(s), which shall include, but not be limited to, ensuring that the Cheque is written legibly in English or Vietnamese in non-erasable ink and duly signed by the Customer. The Customer further acknowledges that he or she is bound by the terms and conditions printed in the Chequebook and by all other terms and conditions that may be in force and communicated by the Bank to the Customer from time to time.
- 4.4 The Customer agrees to comply with all laws in force from time to time in Vietnam relating to the presentation of Cheques and making withdrawals from Account(s) using Cheques.
- 4.5 The Bank may at its discretion require Cheques, drafts, money orders, payment instructions or other instruments drawn on the Bank to be presented for payment within fifteen (15) days of the date of issuance (or the next Business Day, should this time period expire on a day that is not a Business Day), or such other period as determined by the Bank or such time as may be required by the laws of Vietnam from time to time.
- 4.6 Applications for replacement Chequebooks and must be made in writing to the Bank. The Bank may, in its absolute discretion, refuse to issue a Chequebook or a to a Customer and has no obligation to provide any reasons for such refusal to the Customer. Replacement Chequebooks and Passbooks shall be made available for collection by the Customer at the branch of the Bank at which the Customer holds its Account(s), or at such other branch of the Bank as agreed by the Bank.
- 4.7 Notice of stop payments in relation to Cheques are to be made by the Customer in writing prior to the Cheque having been accepted by the depositing bank and in accordance with the Account mandate of the Customer and must specify in full particulars of the Cheque involved including the individual cheque number. Each notice of stop payments shall subsist for up to six (6) months only. Acknowledgement or acceptance of an instruction to stop payment by the Bank does not constitute a representation by the Bank that the Cheque has not been paid prior to such acknowledgement or acceptance. Notwithstanding the terms of this paragraph, the Bank shall not be held liable for any loss suffered by the Customer resulting from any action taken by or failed to be taken by the Bank in connection with any notices of the Customer to stop payment of Cheques issued by it.
- 4.8 Unless the Bank agrees otherwise, any instructions by the Customer relating to transfer of funds from its Account(s) are irrevocable and cannot be cancelled.
- 4.9 Account(s) may not be overdrawn without the consent of the Bank. In the event that an Account is overdrawn, all overdrawings, together with interest, commissions and charges, will be immediately repayable upon demand by

the Bank. The Bank may at its discretion debit the Account(s) with any payments, withdrawals, interest, commissions and charges, even if this would result in a debit balance in the Account(s). Interest payable by Customer in respect of such overdrawings shall be calculated at the rates determined by the Bank from time to time on a daily basis depending on the Bank's prevailing practice for the currency involved. Unpaid interest shall be capitalised at the end of each calendar month and added to the principal amount then owing for the purpose of calculating interest subsequently.

4.10 ATM/Debit facilities

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

- 4.10.1 to authorise and request the Bank to issue an ATM/Debit Card;
- 4.10.2 to do not attempts to use the ATM/Debit Card at merchant establishment that do not possess electronic point-of -sales swipe terminals and ensure that the card is used in your presence.
- 4.10.3 to be cautious about using the ATM/Debit Card for making purchases via telephone/mail, on the Internet or in any other "card not present" situations;
- 4.10.4 to regard the ATM/Debit Card as the property of the Bank and to surrender it unconditionally and without reservation upon demand;
- 4.10.5 not to use the ATM/Debit Card after any notification of its cancellation or withdrawal whether given by the Customer or the Bank;
- 4.10.6 not to disclose the Personal Identification Number ("PIN") and to exercise utmost care and diligence in safeguarding the ATM/Debit Card and PIN. When the PIN is forwarded to the Customer by post upon request by the Holder, this shall be at the risk of the Customer, and the Customer undertakes to destroy all written notification of the PIN;
- 4.10.7 to ensure that the PIN given to you is fully sealed and you only open the PIN seal outside the bank branch. The PIN is required to modify and change to a separate number (preferable 6 digits).
- 4.10.8 to notify the Bank immediately and confirm in writing should the ATM/Debit Card be lost or stolen or should the PIN have been disclosed or if the Customer suspects that the ATM/Debit Card is being used in a manner not authorised under these Terms and Conditions;
- 4.10.9 to be liable for all withdrawals until the Bank has been notified of lost/stolen ATM/Debit Card or disclosed PIN and the Bank has effected the necessary block order throughout the system effectively preventing the use of the ATM/Debit Card;
- 4.10.10 not to use the ATM/Debit Card for a withdrawal or transfer unless there are sufficient funds in the Account(s);
- 4.10.11 that the Bank is authorised to debit from the Account(s) all charges and payments through the use of the ATM/Debit Card and any other relevant liabilities;
- 4.10.12 to accept that all withdrawals/purchases made with the ATM/Debit Card at ATMs or with merchants outside Vietnam constitute a payment to the Customer at the Bank, and a remittance to the country where the withdrawal/ purchase is effected, at such rate of exchange as the Bank may from time to time deem fit. The Customer's right of withdrawal/ purchase is subject to the laws and regulations of Vietnam and the country in which the withdrawal/purchase is effected, and subject to any exchange controls, regulations or limitations in effect in that country or in Vietnam;
- 4.10.13 to return immediately the ATM/Debit Card upon the closure of the Account;
- 4.10.14 not to hold the Bank responsible for any inconvenience, loss, damage or embarrassment 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
- 4.10.15 that the Bank may impose daily or other withdrawal limits on withdrawals using the ATM/Debit Card.
- 4.10.16 to agree to abide by all regulations of Vietnam when conducting any transactions via an ATM/Debit Card.
- 4.10.17 Customer agree that, the Bank in its discretion reserves the right to withdraw the ATM/Debit Card and/or any of related services it has offered at any time without prior notice.
- 4.10.18 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.
- 4.10.19 Card holder can only withdraw from a VND account(s) and all cash withdrawals shall be in VND within the territory of Vietnam as per the regulations of Vietnam. All cash withdrawals occurring outside the territory of Vietnam would be in the currency as per local regulations of that country.
- 4.10.20 The facility of cash withdrawal via ATM/Debit Cards is made available by the Bank on a best-effort basis. The Customer agrees that he/she will not hold the Bank liable for any actions or account transactions involving the ATM/Debit Card and/or upon the instructions of the Customer.
- 4.10.21 The Bank, in its sole discretion and without prejudice to its inability to monitor the use of the Debit Card,

may decide not to implement an instruction of the Customer where the Bank has reason to believe that they are not genuine and raises a doubt or otherwise are improper and cannot be put into effect for any reason whatsoever. This being the case, the Bank shall be in no way liable for any delay or inability to act upon any instruction of the Customer.

- 4.10.22 The Bank may offer the Customer various reward schemes on the usage of an ATM/Debit Card. The Customer understands and acknowledges that specific terms and conditions will apply to any of such scheme as may be determined by the Bank at its sole discretion and notified to the Customer. In event of any such reward scheme being offered to the Customer, the Customer hereby agrees to comply with and be bound by the applicable terms and conditions of the same.
- 4.10.23 Cash withdrawals at an ATM outside Vietnam shall also be subject to the foreign exchange control regulations and/or other regulations of the country in which the ATM is located. The Customer shall indemnify and hold the Bank harmless from any and all consequences arising from non compliance of the foreign exchange control regulations of Vietnam or any other applicable laws of other countries. The exchange rate applied for all such transactions shall be that prevailing and offered to the Customer by the Bank at the time of withdrawal. The rate of conversion is subject to change from time to time and is at the Bank's sole discretion.
- 4.10.24 Use of the ATM/Debit Card after the date upon which any changes to these terms and condition 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 Customer's use of ATM/Debit Card shall at all times be subjective to the applicable effective terms and condition.
- 4.10.25 The Bank's record of the transaction processed by the use of the Debit Card shall be conclusive and binding for all purposes.
- 4.10.26 The Bank reserves the right to cancel or refuse to reissue, renew or replace the ATM/Debit Card without giving any reasons therefore and without any prior notice to the card holder.
- 4.10.27 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 customer to inform and register a complaint with the bank in event such surcharges are levied by merchants inside the territory of Vietnam as these surcharges are against the regulations of Vietnam.
- 4.10.28 In case a Customer 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 Customer 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 Customer, if called for. Customer must ensure they only sign a completed sales slip.
- 4.10.29 The Bank shall not in any way be responsible for merchandise warranty or services purchased, or availed of by the Customer from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Customer.
- 4.10.30 Any ATM/Debit card dispute transactions (if any) shall be raised to the Bank in writing or via Call Center within 30 days since the transaction date. After the said 30-day period, the Bank reserves the right to refuse to conduct any investigation for those dispute transactions and customer has to bear any loss or damage (if any) arising out of or in connection therewith. The Bank's responsibility to indemnify customers in respect of dispute transactions shall be in accordance with prevailing laws and regulations.
- 4.10.31 It must be distinctly understood that the ATM/Debit Card is purely a facility to the Customer to purchase goods and/or avail of services. The Bank holds out no warranty or make no representation about quality, delivery or otherwise of the merchandise.
- 4.10.32 For the avoidance of doubt, ATM/Debit facilities and withdrawals and purchases shall, where applicable, be deemed to include EFTPOS facilities and transaction.

4.11 Internet Banking

- 4.11.1 The Customer would read, understand and accept all terms and conditions related to Internet Banking and SMS Banking before registry for these facilities.
- 4.11.2 The Bank may offer Customer Services through internet network;
- 4.11.3 Customer acknowledges that all applicable identification numbers and personal identification numbers for internet banking services (collectively, "Security Codes") are dispatched at his own risk. Customer undertakes to keep Security Codes strictly confidential;
- 4.11.4 Customer accepts full responsibility and agrees to be liable for all transactions made using the Security Codes whether or not made with Customer's knowledge or authority; and

5. Accounts

Joint Accounts

- 5.1 The Bank is authorised to act on the instructions given in accordance with the Account mandate. The signature

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

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

General provisions relating to Account(s)

- 5.6 The holder of the Account(s) agrees that the cash or securities and other items deposited by the holder of the Account(s) into the Account(s) may be held either by the Bank, or, at the discretion of the Bank, by any duly appointed agent of the Bank from time to time.
- 5.7 The Bank reserves the right at any time in its discretion to close any Account(s) of the Customer for the purpose of its compliance with any regulations, policies and requirement of the Group and/or with any law, regulations of any nation, territory, institutions or for any other reason which the Bank deems appropriate. The Bank shall not be obliged to give any explanation to the Customer in this regard, provide that if an Account has a credit balance, the Bank shall as soon as reasonably practicable after the closure of such account notify Customer thereof and Customer agree shall not hold the Bank responsible for any loss or damage suffered as a result of such closure, termination, withdrawal or revocation.
- 5.8 Upon the closure of any Account(s), the Customer shall be required to immediately return to the Bank all property of the Bank held by it, including but not limited to, any Chequebooks, Passbooks and ATM/Debit Cards issued to it from time to time.
- 5.9 Notwithstanding the provisions of paragraph 5.7, in the event that the Customer breaches any law or any of these General Terms and Conditions or any other terms and conditions specific to particular types of Accounts, including but not limited to fail to submit, amend or update information, documents for the Account as required by the Bank or violation in case the Account(s) has no account activity for a period of 6 consecutive months or more provided by the Bank from time to time or when the Accounts' balance reaches zero or when the Account balance is less than the minimum balance to maintain the Accounts, the Bank reserves the right to suspend, block or close any Account(s) for these reasons. The Bank shall endeavour to notify the Customer by email/SMS/written notice and/or other appropriate methods for these reasons.
- 5.10 The Customer agrees to submit, amend or update any information, document upon requested by the Bank. The Bank may, at its sole discretion from time to time, suspend, block or close the Accounts if the Customer delay and/or don't provided requested information, documents.
The Customer agrees to notify the Bank immediately in writing of any material changes to it, including change of name, change of address and any change of state upon a merger or consolidation of any Customer, which is a corporate entity, or otherwise.
- 5.11 The Customer shall not create any form of pledge, mortgage or other security interest over the Account(s), unless it has received the prior written consent of the Bank.
- 5.12 Time deposit Accounts may be of such tenor as selected by Customer and accepted by the Bank. Unless otherwise provided in these Terms and Conditions, withdrawals can only be made upon maturity of the deposits and only at

the branch where the time deposit is kept, provided that the Bank may, at its absolute discretion, allow Customer 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 Customer (and in the case of foreign currency deposit, such instructions should be given at least two business days before maturity), the deposit and interest accrued thereon will be successively renewed for the same period at the prevailing interest rate. New and additional funds received for deposit with no instructions will, if above the minimum requirement, be placed for one month deposit. Additional funds which are below such minimum amounts will be amalgamated with the existing deposit(s) in the same currency and with the earliest maturity date, at such interest rate(s) as the Bank may in its sole discretion quote.

- 5.13 Current Accounts may be interest-bearing or non-interest-bearing. Without prejudice to paragraph 5 above, interest-bearing Current Accounts may attract service charges and fees additional to those charged for non-interest-bearing Accounts, as prescribed by the Bank from time to time.

6. Account Statements/Confirmation Advices/Passbook

- 6.1 The Bank may issue and send to Customer statements of Account(s) or confirmation advices in a form approved by the Bank monthly or at such other intervals as the Bank may deem fit. Customer must verify the correctness of each entry in each such statement, or advice or the Passbook, and notify the Bank promptly, and in any case within 14 days from the date of such statement or advice or entry in the Passbook, of any irregularities, discrepancies, omissions, errors, inaccuracies or incorrect entries. Failure to do so indicates approval of the contents thereof, and that the Account as kept by the Bank is conclusive evidence of the accuracy, completeness and correctness of the entries reflected in such statement or advice or passbook, and the Bank shall be free from all claims in respect thereof.
- 6.2 The Bank reserves the right to demand refund of and/or debit any Account(s) of Customer with the Bank for any overpayment into the Account(s) arising from any such errors or omissions.

7. Bank Charges/Interest

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

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 Customer (except for a payment by the Bank of tax on its overall net income), Customer 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 Customer's Account(s) for such goods and services tax or other tax or amount, notwithstanding that such debiting may result in Customer's Account(s) becoming overdrawn.

9. Executors' Accounts

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

10. Indemnity/Exclusion of Liability

- 10.1 Customer agrees to indemnify the Bank in respect of all claims, demands, actions, proceedings, losses, damages, embarrassment, costs and expenses (including without limitation foreign exchange losses, taxes and other levies, interest, service charges, and legal fees and expenses on a full indemnity basis) which the Bank may incur or sustain under or in connection with the Account(s) or utilisation of any Service.
- 10.2 The Bank may at any time without prior notice debit the Account(s) in respect of such identified costs, liabilities and losses.
- 10.3 Without limiting the generality of the foregoing, the Customer expressly waives any claim against the Bank arising

out of or in connection with these Terms and Conditions or the Account(s) or Services, unless due to the Bank's gross negligence or wilful default.

- 10.4 Notwithstanding any other provision to the contrary, the Bank shall not be liable for any acts, omissions, errors, neglect, defaults or misconduct of any of the Bank's employees, agents, third party service providers or their employees, nor shall the Bank be liable to Customer for any loss or damage which Customer may suffer or incur, howsoever caused, except due to the Bank's gross negligence or wilful default.
- 10.5 Customer hereby agrees that any conversion from one currency into another currency for whatsoever reasons may be effected by the Bank in such manner as the Bank may in its absolute discretion decide and at the Bank's own rate of exchange then prevailing, and Customer hereby agrees that all losses, costs and risks resulting from such conversion shall be borne by Customer.
- 10.6 The Bank shall be entitled to reserve such sums in the Account(s), including Account(s) held jointly by Customer with any other person(s), as the Bank may determine to be required to indemnify the Bank for any or all claims, demands, losses, damages, embarrassment, costs and expenses which the Bank may suffer, incur or be liable to pay on behalf of Customer and/or under or in connection with the Account(s).

11. Set-off/Combination of Accounts

- 11.1 The Bank shall be entitled at any time and without notice to Customer to set-off any obligations of the Bank to Customer in or towards satisfaction of any obligations of Customer to the Bank, whether obligations of Customer or the Bank are actual or contingent, present or future, liquidated or unliquidated, several or joint, primary or collateral, booked or payable at different branches (including branches outside Vietnam) or in different currencies (such obligations of Customer to the Bank hereinafter called "Customer's Obligations"). The Bank may effect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency of Customer's Obligations or at the Bank's own prevailing rate of exchange, as the Bank may select at its absolute discretion.
- 11.2 If the amount of an obligation is unascertained, the Bank may estimate that amount and set-off in respect of that estimate, subject to a final settlement being made between Customer and the Bank when the amount of the obligation is ascertained. The Bank has no obligation to make any debit to Account(s) which may result in the balance of the Account(s) being in debit.
- 11.3 The foregoing shall be without prejudice and in addition to any right of set-off, combination of Accounts, lien, security or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).
- 11.4 All deposits, cash balances and other securities, property and assets of Customer in the Bank's possession shall be continuing security/collateral for the full discharge of Customer's Obligations. The Bank may at any time at the expense of the Customer and without notice to Customer combine or consolidate or merge the balances in all and/or any Accounts of Customer (of whatever Account type and whether mature or not and notwithstanding any special conditions attached to the Account) and Customer's Obligations and exercise such right of set-off. The death or any other legal incapacity of the Customer shall not affect the rights of the Bank pursuant to this clause 11.
- 11.5 The Bank may refuse withdrawals of Customer's funds or property if any of Customer's Obligations are outstanding and unpaid. If Customer does not or is unable to repay upon demand any of Customer'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 Customer, 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 Customer in the Bank's possession, to discharge all or part of Customer's Obligations.

12. Assignment and Transfer

- 12.1 The Bank may assign any or all of its rights hereunder.
- 12.2 These Terms and Conditions shall be binding and ensure to the benefit of the Bank and Customer and the Bank's successors or assignees and shall continue to be binding on Customer notwithstanding:
 - 12.2.1 any change in name or constitution of the Bank; or
 - 12.2.2 any consolidation or amalgamation of the Bank into or with any other entity. In the event of such consolidation or amalgamation, such entity shall be substituted for the Bank in relation to these Terms and Conditions and all Accounts and/or Service(s) made available by the Bank to Customer, and these Terms and Conditions shall continue in full force and effect as between Customer and such entity.
- 12.3 The Customer agrees that the Bank may assign or transfer, subject to fulfillment of any applicable legal and regulatory requirements, any or all of its rights and obligations under these Terms and Conditions and all accounts of the Customer to which these Terms and Conditions relate and any other agreements from time to time entered into by the Customer with, or in favour of, the Bank's branches in Vietnam (the "Bank Document") to any credit institution licensed to conduct banking operations in Vietnam, including any Affiliate of the Bank (each a "Transferee"), whereupon the Transferee will assume all of the rights and obligations of the Bank assigned or transferred to it. The Customer confirms that, upon any such assignment or transfer taking effect, all rights and obligations of the Bank and any accounts so assigned or transferred shall become rights or obligations of the Transferee, and that any rights of the Bank so assigned may be enforced by the Transferee against the Customer as if the Transferee

had been a party to, or a beneficiary of, any relevant Bank Documents in place of the Bank. The Customer 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 Customer may be necessary or appropriate as a result of, such assignment and transfer, and that as of the date of the transfer the Customer shall have no further claim against the Bank and its Affiliates for any matter arising out of the Bank Documents.

- 12.4 The Bank reserves the right to disclose, on strict confidential basis, to other institutions such information concerning Customer's account as may be necessary or appropriate in connection with its participation in the electronic fund transfer network.

13. Communications

- 13.1 All communications to Customer, including statement of Account(s), advice or demand notice, will be posted to Customer's mailing or other address last informed to the Bank as the Bank may select (and in the case of a joint Account, communication to any one joint Account holder shall be deemed to be a communication to all joint Account holders) and shall be deemed to have been received by Customer.
- 13.2 All communications to the Bank shall be effective only upon actual receipt by the relevant Bank officer authorised to act thereon.

14. Instructions/Mandate

- 14.1 Instructions in relation to Account(s) and Services shall be made in writing by the Customer and in accordance with the mandate for the relevant Account(s) and/or Services, and Customer 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 thereof. The Bank reserves the right for whatever reason it may deem appropriate to decline to act on such instruction of the Customer and shall not be liable to Customer or any other person for any loss or liability suffered as a result of such omission to act (regardless whether the Bank's view is subsequently proven to be incorrect).
- 14.2 Customer 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 Customer and verification that the transaction is authorized by Customer. Without prejudice to the foregoing, the Bank may require confirmation of any instruction from Customer in any form or manner as the Bank deems fit.

15. Representations/Warranties/Undertakings

- 15.1 Customer hereby represents, warrants and undertakes that:
- 15.1.1 Customer has full capacity and authority to accept and agree to these Terms and Conditions, to open, maintain and/or continue to maintain the Account(s) and to utilise the Service(s), and to give the Bank any instructions that may be given from time to time; and
- 15.1.2 All authorizations, consents, licences or approvals (whether under any applicable laws or otherwise) required to accept and agree to these Terms and Conditions, to open, maintain and/or continue to maintain the Account(s) and to utilise the Service(s), and to give the Bank any instructions that may be given from time to time, have been obtained by the Customer and will be maintained in full force and effect.
- 15.2 The representations, warranties and undertakings in paragraph 15.1 above shall be deemed to be repeated whenever any instruction is given to the Bank, any Account(s) of Customer is established or opened and any cash, asset or instrument is deposited or received by the Bank for Customer or any Service(s) as may be made available by the Bank to Customer is utilized.

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

- 16.1 The performance by the Bank of its obligations hereunder are subject to the laws of Vietnam from time to time and the Bank shall not be liable for funds standing to the credit of Account(s) if they are unavailable due to restrictions on convertibility or transferability, requisitions, sanctions, orders or directives from any judicial, governmental, statutory or regulatory authority, involuntary transfers, moratoriums, expropriations, distraints 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, distraints or similar cause are lawful or unlawful or issued in excess of authority or otherwise.
- 16.2 If the relevant currency's country of origin restricts or has impending restrictions on the availability, credit or transfers of such funds, the Bank shall be under no obligation to pay to Customer the funds in Account(s), whether in the original currency or otherwise, and if the Bank does so, the Bank may do so in such currency and with the relevant amount converted at such exchange rate(s), as the Bank deems appropriate.
- 16.3 The Bank may freeze or suspend operations of any or all Accounts and/or Service(s) if as a result of force majeure,

natural disaster, calamity or condition, industrial action, acts of war, acts of terrorism, internal strife, riots or a state of political or economic chaos in any country, computer breakdown or sabotage or any reason whatsoever the Bank's records, Accounts or Service(s) are not available or access thereto is hindered or prohibited.

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

17. Business Day

If any deposit matures or payment by the Bank is to be made on a day which is not a Business Day in Vietnam or in the country of origin of the relevant currency, then that date shall instead fall on the next succeeding business day and simple interest will continue to accrue daily.

18. Outsourcing

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

19. Disclosure

The Bank reserves the right to disclose all such information with possession relating to Customers as may be required and permitted pursuant to the laws of Vietnam or any other relevant jurisdiction from time to time.

20. Severability

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

21. 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 Customer to that effect and Customer shall upon receipt of such notification repay the whole of all moneys owing by Customer to the Bank.

22. Governing law and jurisdiction

22.1 The Terms and Conditions, the Account(s), the Service(s) and all transactions made in connection with or relating to the Account(s) and/or Service(s), shall be governed by and construed in accordance with the laws in effect from time to time in Vietnam.

22.2 Customer irrevocably submits to the non-exclusive jurisdiction of the courts of Vietnam, save that such submission shall not affect the rights of the Bank to bring any action or proceedings against Customer in any other jurisdiction. Customer further agrees that any proceedings against the Bank in connection with or relating to the Account(s) and/or Service(s) shall be instituted by Customer solely in the courts in Vietnam unless otherwise agreed to by the Bank in writing.

22.3 Customer irrevocably agrees that in the event of any dispute arising in connection with the account covered by these Terms and Conditions such dispute shall, unless covered by a separate agreement, at the sole option of the Bank, exercisable in accordance with applicable law, be referred to and resolved by (A) a competent court in Vietnam, or (B) the Singapore International Arbitration Centre (SIAC) for arbitration in accordance with the rules of SIAC, or (C) the Vietnam International Arbitration Centre (VIAC) for arbitration in accordance with the rules of VIAC. Any arbitration or similar hearing shall be held in English language, except where otherwise required by applicable laws. Any award or decision of any arbitration or court shall be final and binding against the parties.

23. General

In addition to these Terms and Conditions, Customer shall comply with all terms and conditions governing any Accounts (including without limitation, Account types specified in these Terms and Conditions), facilities or Services that may be opened by or provided or made available to Customer from time to time. In the event of any conflict, the specific terms and conditions governing the Accounts, facilities or Services shall prevail.

These Terms and Conditions are applicable to all Accounts (as defined above) opened and maintained, and all or any

of the Service(s) utilised by Customer from time to time, whether before, at the time of or after these Terms and Conditions have been made available to Customer.

Each provision in these Terms and Conditions shall be read independently and shall not be construed to limit or restrict the effect of any other of these Terms and Conditions.

Words importing the singular shall include the plural and vice versa.

Words importing any gender shall include all other genders as appropriate.

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

Reference to any law or regulation or statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments made pursuant to it.

24. Definitions

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

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

“Affiliate” refers to any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, another Person.

“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 Customer 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 Customer in connection with its Account for the purpose of using services offered through ATMs.

“Bank” refers to the Standard Chartered, a company incorporated in England with limited liability by Royal Charter 1853 and having a place of business in Vietnam, and shall include its successors and assigns.

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

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

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

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

“Person” refers to an individual, corporation, unincorporated organization, partnership, joint venture, association, trust, or any other entity or institution.

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

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