

GENERAL BUSINESS CONDITIONS

OPENING OF ACCOUNT

1. The applicant for an account is required to complete and sign the relevant forms provided by the Bank.
2. The opening of any account is subject to the Bank's approval.
3. A minimum initial deposit of USD 2,000.00 or equivalent in other currency is required to open an account.

SUSPENSION, BLOCKAGE AND CLOSURE OF ACCOUNT

4. Suspension, blockage and closure of an account are stipulated as below:

4.1. Suspension of Account

4.1.1. The Bank reserves the right to suspend in whole or in part any credit sums in the Account in the following cases:

- i) Upon valid written Instruction of the Customer or his/her authorised person;
- ii) Upon prior written agreement between the Customer and the Bank;
- iii) If the Account Holder has bad debt(s) or in written off status;
- iv) When supporting document(s) for Customer's account opening or transactions as required by the Bank has(ve) not been provided sufficiently by the Customer or Customer has not provided updated information as requested by the Bank to manage the Account in accordance with the law, BPCE Group's internal procedures or any international treaties and conventions that the Bank must comply with;
- v) Detection of signs of fraud and/or violations of laws or regulations;
- vi) Other cases as stipulated by this General Terms and Conditions, including the cases where the Customer fails to provide Customer Information that the Bank reasonably requests; and
- vii) Other circumstances as stipulated by the laws.

4.1.2. The suspension of the Account shall terminate i) at the end of the term of the suspension of the Account as agreed between the Account Holder (or their authorised person) and the Bank; or (ii) upon the termination of the events based on which the Bank has suspended the Account or (iii) otherwise as stipulated by law.

4.2. Blockage of Account

4.2.1. The Bank reserves the right to block in whole or in part any credit sums in the Account in the following cases:

- i) Upon a written decision or request from the competent authorities in accordance with the laws;
- ii) Upon detection of mistake during the amount transfer. The blocked amount shall not exceed the mistaken amount;
- iii) There is/are dispute(s) on whole or part on any credit sums in the Account or dispute(s) between Joint Account Holders;
- iv) Other cases as stipulated by the laws.

4.2.2. The blockage of the Account shall terminate (i) upon the expiry of the blockage term; (ii) the termination of events based on which the Bank has blocked the Account, or (iii) upon a decision or request for termination of the blockage by authorised persons in accordance with the stipulations of the laws or (iv) otherwise as stipulated by the laws.

4.2.3. The Bank shall notify Customer by mail or electronic means on that the Account has been blocked in accordance with the laws.

4.3. Closure of Account

4.3.1. The Bank may close any Account and revoke any cheque(s) and/or cheque books (if any) in the following circumstances:

- i) Account has zero (0) balance in six (06) consecutive months;
- ii) Upon written request of the Account Holder and Account Holder completed all obligations related to the Account;
- iii) When the Customer being an individual is deceased, lost or does not have civil act capacity any longer;
- iv) 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 Account as determined by the Bank, including but not limited to failing to submit sufficient supporting documents as required by the Bank within 30 (thirty) days from the date of the Account Opening Form or within a certain period as stipulated by the Bank from time to time, for (i) opening of Account, and; (ii) for operation of the Account in accordance with these General Terms and Conditions, the applicable laws, international treaties and conventions that the Bank must comply with;
- v) The Bank may at any time close any Account at its sole discretion in accordance with the applicable laws, international treaties and conventions, contracts and other agreements between Customer and the Bank (if any) that the Bank must to comply with, and the Bank will take no responsibility when doing this. In the case of termination of a specific Account, the other Accounts or services shall be governed by the General Terms and Conditions and the provisions of any Mandate(s) pertaining thereto;

vi) Other cases as stipulated by these General Terms and Conditions, the applicable laws and/or international treaties and conversions for that the Bank must comply with.

The Bank shall notify Customer by mail or electronic means – sent at the last known address/electronic address of the Customer - on that the Account has been closed in accordance with the laws. Upon the Account Closure, the remaining balance in the Account (less any banking charges) shall be paid as requested by the Customer or decision of authorised persons in accordance with the stipulations of the laws, or as appropriate as determined by the Bank.

4.3.2. For reasons of security and to protect the interests of the Customer, the Bank, at its discretion, may suspend the operation of Account in circumstance where there has been no debit transaction on such Account for a 24 (twenty four) month period (“Dormant Account”). The following provisions shall be applicable to Dormant Account:

i) During the non-operation period of time of Dormant Account, Customer agrees that the Bank reserves the right to suspend the issuance of Statement of Account for that Dormant Account until the Bank receives further valid Instructions from the Customer to reactivate the account. This is pursuant to the Bank’s policy on suppressing statements in cycles where no transactions take place;

ii) If there is no debit transaction through Dormant Account for 12 (twelve) subsequent months, the Dormant Account shall be identified as “Unclaimed Account”. The Bank account shall remain suspended and a charge over the Unclaimed Account will be applied as per the Bank's tariff from time to time until the account balance reaches zero and then such Unclaimed Account will be automatically closed without any further notice.

4.3.3 For reasons of security and to protect the interests of the Customer, the Bank will close all the account(s) and stop providing existing banking products and services to customers who have no transaction across all products for 12 (twelve) consecutive months or more and these accounts are holding a zero balance at the time of closure ("Fully Inactive Customer").

OPERATION OF ACCOUNT

5. Withdrawal of cash is subject to the availability of currency note at the moment of drawing. The bank with endeavour to satisfy our customer’s needs. However, in the situation of shortage of currency note, the Bank reserves the right to effect payment by transfer.
6. The Customer undertakes to the Bank that the Customer will operate the Customer’s account strictly in accordance with the laws of the Socialist Republic of Vietnam including the exchange control regulation which prohibit the purchase of goods or services in Vietnam with any currency other than Vietnamese Dong except in certain specific circumstances.
7. The Bank acts only as the Customer’s collecting agent for items deposited with the Bank for collection. In a case where an item is dishonoured or is honoured for less than the amount credited,

the Bank shall have recourse to the Customer for the amount so credited. In all cases of collection items, any charge incurred by the Bank will be debited to the account of the Customer.

8. Payment order(s) shall be made on the forms printed and supplied by the Bank. The Bank may in its absolute discretion refuse to honour payments made in other form(s). If the Bank agrees to honour such payment order(s) made on non-bank forms, the Bank considers that, and the customer agrees that, such payment should be made in accordance with the Bank's specific conditions with regard to Remittance and Cash withdrawal and the charges payable therefrom, as pre-printed in the Bank's standard form.
9. Customers are requested to observe the same style of signature as the specimen registered with the Bank. The Bank shall dishonour payments on the basis of documents in which alterations are confirmed by incomplete signatures or initials only.
10. No account may be overdrawn without prior arrangement and approval of the Bank.
11. In the event the Bank approves that an account be overdrawn, the Customer shall pay interest on the daily debit balances at the prevailing rate set by the Bank for overdrawn accounts plus such margin as the Bank may specify from time to time, together with a minimum interest levied on the account overdrawn during any one month, calculated on a day to day basis and a year of 365 day with the right to compound.
12. The Bank may in its absolute discretion require the account to be closed should the account be opened in an unsatisfactory manner. Notice of such intention shall be communicated to the Customer and any notice required to be given to the Customer hereto shall be deemed to be sufficiently given by post or delivered by hand to the last postal address of the Customer confirmed in writing to the Bank.
13. For audit purposes, letters of confirmation and statements of account will be despatched to all Customers at the last known address confirmed in writing to the Bank by the Customers.
14. It is important that Customers must notify the Bank in writing as early as possible of any change in their address, occupation or other particulars.
15. A service charge as the Bank's tariff (as amended from time to time) may be levied on accounts with an average balance of less than USD 2,000.00 or equivalent in other currency during the month.
16. The Customer shall indemnify and hold the Bank harmless from and against any and all loss, cost, expense, liability, damage or other consequences which may arise or result from the Bank giving credit and banking facilities to the Customer or performing any banking service for the Customer including the issue of any letter of credit and shall reimburse the Bank upon demand for any payment, loss, cost, expense, liability and damage which the Bank may suffer or sustain and shall upon request appear and defend at the Customer's own cost and expense any action which may be brought against the Bank in connection therewith.

17. (a) The Bank is authorised to open in its books one more accounts in the Customer's name (s) designated as "Current/Checking Account(s)" or "Advance Account(s)" or such other designation and in such currency/ies as the Bank may deem appropriate and subject to such other terms and conditions as may be imposed by the Bank in any other document or otherwise relating to the operation of such account or accounts and to which the Bank may debit without further authority or notice to the Customer an amount equal to or less than the Customer's liability in respect of all loans, advances and other facilities granted to the Customer at the Customer's request and also all commissions, charges and fees to which the Bank is entitled as Bankers and any other sums for which the Customer is liable to the Bank.
- (b) Where the Bank credits the Customer's account or otherwise in respect of any payment instrument of same nature delivered to the Bank for collection, every such credit shall constitute an advance to the Customer until the Bank receives and continues to be entitled to retain actual payment in cash in respect of such instruments.
- (c) The Customer undertakes to verify the correctness of each statement of account and accompanying cheques or vouchers if any received from the Bank and to inform the Bank within seven (7) days from the receipt thereof any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the account as so stated and that at the end of the said period of seven (7) days the account as kept by the Bank shall be conclusive evidence without any further proof that, except as to any alleged errors so notified and any payments made on forged or unauthorised endorsements, the account is and entries therein are correct, and except as provided above the Bank shall be free from all claims in respect of the account.
18. That each of the rights, powers and remedies given to the Bank by this Agreement shall be in addition to all other rights, powers and remedies given to the Bank by any other agreement at any time or by virtue of any other security, statute or rule of law, good morals and public policy. The Bank may exercise a Banker's lien or right of set-off with respect to any of the Customer's obligations to the Bank in the same manner as if the obligations were unsecured and shall have a lien on all of the Customer's property or securities in the Bank's possession or custody for safe keeping or otherwise. All credit balances whether in Dong, United States Dollars or any other currency in all accounts in the Customer's name (s) may be appropriated by the Bank towards payment of any liability to the Bank of whatever kind or may be held by the Bank as security for any contingent or future liability of the Customer to the Bank. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy and any single or partial exercise of any right, power or remedy shall not preclude any further exercise thereof; and each of the Bank's rights, powers and remedies shall continue in full

force and effect until such rights, power or remedies are specifically waived by an instrument in writing executed by the Bank.

19. The Bank is authorised to disclose any details concerning the Customer account, accounts, credit and other banking facilities, any matters in connection therewith or generally in connection with the Customer to such persons as the Bank shall in its absolute discretion deem necessary or desirable from time to time.
20. If the Bank is required by any applicable law or directive, regulation, circular, order or other decision to take any action or refrain from taking of any action whatever such action maybe (including without limitation to the generality of the foregoing executing or amending documentation or their terms making payments, opening or closing accounts or converting currencies) the Bank is hereby irrevocably authorised to take or refrain from taking such action and the Customer shall indemnify the Bank on a full indemnity basis against any cost, loss, expense or other damage which the Bank may incur thereby.
21. The Customer warrants and represents that
 - (i) all agreements and documents executed by the Customer or delivered by the Customer to the Bank are legal, valid, binding and enforceable, against the Customer and the other parties thereto.
 - (ii) the Customer has obtained all applicable consents, licences, authorities, permissions and approvals required or desirable by law or by directive, charter, statute, decree, decision, order, circular or other matter whether or not having the force of law in connection with the execution or performance by the Customer of any of the Customer's rights or obligations whatsoever to or with the Bank and that such execution or performance will not contravene any such laws or directives or other instruments mentioned above; and
 - (iii) all sums credited or deposited into the Customer's account are from legal sources.
22.
 - (a) Any dispute arising out of or in connection with these conditions, any agreement or banking facility or any other financial or commercial matter arising between the Bank and the Customer shall be referred to the Economic Arbitration Center of Vietnam unless (a) (in respect of a particular agreement, facility agreement or other commercial, or financial matter or transaction) it is otherwise expressly provided in writing; or (b) unless as provided below.
 - (b) To the extent the Bank considers that the rules applicable for such arbitration are inappropriate or do not exist for the purposes of the relevant dispute or part of the dispute, the Bank may, to the extent permitted by the laws of the Socialist Republic of Vietnam ("SRV") (as amended from time to time) elect that the arbitration rules of United Nations Commission on International Trade Law (UNCITRAL) (as amended from time to time) including those for the selection, appointment or replacement of arbitrators, shall be applied.

- (c) To the extent permitted by the laws of SRV as amended from time to time the Bank may at its election refer dispute to the Singapore International Arbitration Center and Such arbitration shall be governed by the arbitration rules of UNCITRAL (as amended from time to time).
 - (d) The Customer agrees that the Bank may elect whether any arbitration is held in the English or Vietnamese language and may choose the location and level (i.e. State, Provincial, City, local or district) of tribunal to which any dispute shall be referred.
23. These conditions, all credit or other banking facilities and generally all commercial and financial rights and liabilities and other matters arising between the Bank and the Customer shall be construed in accordance with and governed by:
- (i) the laws of the Republic of France as amended from time to time to the extent it is permitted by the laws of the SRV (as amended from time to time) or (if it is not so permitted)
 - (ii) the laws the SRV (as amended from time to time) supplemented by the laws of The Republic of France (as amended from time to time) to the extent the Bank are of the opinion the laws of the SRV do not expressly and fully provide for the relevant situation and to the extent it is permitted by the laws of SRV (as amended from time to time) or (if it is not so permitted);
 - (iii) the laws of the SRV (as amended from time to time).
24. All costs and expenses reasonably incurred by the Bank in taking advice from the Bank's professional advisers with regard to any thing or matter required to be done or performed by the Bank under this agreement shall be for the Customer account and the Bank may debit the Customer's account for such costs and expenses.
25. All notices, demands, statements of account, cancelled, vouchers and any other documents relating to the Customer's last address notified to the Bank in writing from time to time and shall be deemed to have been received by the Customer on the day following such posting unless returned undelivered to the Bank.
26. I/We represent and warrant that this Agreement and all banking and other facilities with the Bank are commercial transactions in our capacity as a commercial organisation / entity and that I /We are not entitled to any sovereign or other immunity under or in respect of this agreement, or in respect of any credit or banking facilities with you.
- Without prejudice to the generality of the foregoing we irrevocably waive any such right that we now are or may be entitled to in the future.
27. Each of the provisions of this Agreement constitutes an independent, severable and separate stipulation and agreement. If any of the terms of this Agreement or ally other agreement or document entered into by the Customer now or in the future shall be unlawful, invalid, unenforceable or not legally binding under the laws of the Socialist Republic of Vietnam, then they shall be separated

from this Agreement without prejudice to the validity, enforceability or binding effect of the other or part provisions of this Agreement.

28. The Bank reserves the right to add, to alter, to vary, to rescind and modify ally or all of the above General Business Conditions at any time at its own discretion without giving any notice to its customer.