

TERMS AND CONDITIONS ON OPENING AND USING CURRENT ACCOUNT (effective from 01/10/2024)

Terms and conditions for opening and using the account together with the Paper/Form Application or electronic documents, data on opening and using the current account (the "Account Opening Registration") constitute a complete contract on opening and using current account ("Contract") between Sacombank and Customer. By confirming agreement to these terms and conditions, Terms and conditions for issuance and use of debit cards by signing a paper document or clicking agree at the service registration screen, Customer acknowledges: (i) Customer has been fully provided by Sacombank and carefully reviewed the information about the Contract, products and services of Sacombank before accepting to open the account; (ii) Customer has read, understood, and accepted to be bound by the rights and obligations in these terms and conditions.

ARTICLE 1. DEFINITIONS

The terms used in these terms and conditions are construed as follows:

- 1. Sacombank:** means Sai Gon Thuong Tin Commercial Joint Stock Bank
- 2. Customer:** means an individual or organization who is the holder of account opened at Sacombank.
- 3. Account:** means current account in VND or foreign currency, which is opened by individual or organization Customer at Sacombank. The account holder can be single or multiple individuals, organizations. An account, which contains 2 or more holders, is called a joint current account.
- 4. Online Account:** means the Account opened via electronic means by Customer after completing the e-identification procedure according to Sacombank's regulations, excluding the Account which is further registered for opening more via Internet Banking & Mobile Banking service.
- 5. Electronic Identification:** means collection, identification, and verification of Customer information through electronic means without meeting Customer in person.
- 6. Minimum Account Balance:** means the minimum amount of money that Customer must always maintain during the Account using period under Sacombank's regulations from time to time.
- 7. Available Balance:** means the amount of money available for withdrawal or other transactions by Customer. This Available Balance equals total balance in the Account subtracting any temporary blockade amount, Minimum Account Balance and adding the overdraft limit (if any).
- 8. Transaction Point:** means any branches or transaction offices of Sacombank's network.
- 9. Online Channel:** means Sacombank's online banking transaction channels to provide banking products, services and other features and utilities to Customer via electronic

devices connected to the Internet. Online Channels include website <https://www.isacombank.com.vn>, mbanking application, Sacombank Pay application, STM (Smart Teller Machine) and other Online Channels deployed or cooperated by Sacombank in each period.

- 10. E-Wallet (Wallet):** means an identified electronic Account provided by an E-Wallet Provider to Customer, allowing to store a monetary value guaranteed by a deposit equivalent to the amount of money transferred from the Vietnamese Dong Account/Debit Card linked with the Customer's Vietnamese Dong Account to the payment guarantee account of the E-wallet Provider.
- 11. Partner:** means organizations cooperating with Sacombank to provide products and services of Sacombank and partners to Customer such online account opening, intermediary payment service, ... including providers of intermediary payment service and other partners with which Sacombank cooperates from time to time.
- 12. Partner Application:** means application on mobile platform integrated with online account opening function of Sacombank (if any), allowing Customer to connect account for using products and services provided by Sacombank and Partner. Online account opening service and banking products and services are products and services provided by Sacombank to Customer, not products and services of Partner, and Partner Application only act as intermediaries for supporting transactions between Sacombank and Customer.
- 13. Authentication Code (OTP):** means a secret key with a one-time use value, randomly generated by the system and valid for a certain period, used to authenticate transactions performed by Customer. The method of receiving OTP is SMS via the phone number registered by Customer when opening the Account or the OTP generator application installed on the mobile device or another form as prescribed by Sacombank from time to time. Depending on the type of transaction and transaction limit, Sacombank will require Customer to use the OTP in accordance with the laws and regulations of Sacombank.
- 14. Digital Signature:** is an electronic signature using an asymmetric key algorithm, including a secret key and a public key, in which the secret key is used to digitally sign, and the public key is used to check the digital signature. Digital signatures ensure authenticity, integrity and non-repudiation but do not guarantee the confidentiality of data messages.
- 15. Sacombank's website:** means official website of Sacombank at www.sacombank.com.vn.

ARTICLE 2. GENERAL PROVISIONS ON ACCOUNT OPENING, USE AND ACCOUNT MANAGEMENT

1. Open of the Account:

- a. Customer provides complete Account opening documents according to Sacombank's regulations and is responsible for the authenticity, accuracy and legality of the declared information and Account opening documents that Customer has provided. Sacombank has the right to request Customer to provide Account opening documents in accordance with Sacombank's management requirements and regulations of law. Legal documents in the Account opening dossier must be still valid as prescribed by law, in

which documents being copies must be complete, accurate and exactly consistent with the originals.

- b.** At any time, Customer agrees that Sacombank may: (i) identify Customer through a third party ; or (ii) verify identifying information of Customer through a third party; or (iii) explore information in national databases in accordance with the laws, through competent state agencies, other organizations hired to verify Customer information or a third party to identify Customer for comparison and verifying the information provided by Customer.
- c.** Customer understands that the procedure for opening the Account is not complete until Sacombank receives all information and documents to open the Account in accordance with Sacombank's regulations and completes verification and authentication of Customer information.
- d.** Customer commits to provide Sacombank fully and accurately with information and documents when receiving Sacombank's request.
- e.** Limit on the number of Accounts: The maximum total number of Accounts that an individual Customer opens at Sacombank is three (03) Accounts for the same currency (regardless of branches/transaction offices and Accounts opened at counters or Accounts opened via electronic method) or according to Sacombank's rules from time to time. In case Customer wishes to open the number of Accounts which exceeds the maximum total number of Accounts according to regulations, Sacombank may refuse or agree. In case Sacombank agrees, Customer must file an application form according to Sacombank's form, commit to use the Account for the right purpose, agree to pay the Account management fee and comply with the current regulations of Sacombank and carry out other procedures as prescribed by Sacombank from time to time.
- f.** Customer will notify Sacombank as soon as there is any mistake, error in the process of opening Account and accept to follow instructions from Sacombank.
- g.** Account opening subject:
 - (i) Subjects of Account opening shall be determined by Sacombank from time to time and in accordance with legal regulations. Customer represents and warrants that Customer is eligible to open an Account in accordance with Sacombank's regulations.
 - (ii) In case the account holder is an individual who is under 15 years old, a person with limited civil act capacity, a person who has lost his/her civil act capacity, or a person with difficulties in perception and behavior control as prescribed by Vietnamese law, the opening and execution of transactions (including the closing of the Account) shall be carried out at the request of the guardian, the legal representative of the account holder.
 - (iii) Subjects opening Account through Internet Banking & Mobile Banking service: are individuals who have opened and used at least 01 Account at Sacombank, registered to use Internet Banking & Mobile Banking service and wish to open further Accounts through using Internet Banking & Mobile Banking service.

- (iv) Registration channel to open the Account: Depending on the type of Account, Customer subject, currency, Account opening can be done through the counter or Online Channels of Sacombank.

2. Performing transactions:

- a. Customer can visit any Branches, Transaction Offices (Transaction Points) of Sacombank to perform all transactions related to Sacombank's Account such as: deposit, withdrawal, providing payment services through accounts (such as providing payment means, performing payment services for checks, payment orders, payment authorizations, collection, collection authorizations, bank cards, money transfers, collection, payment and other value-added services in accordance with the prevailing laws), change of Customer information, change of Account information, authorization procedure, notification of cancellation or change of Account authorization scope, request of temporary Account blockade, request of ending Account blockade, Account closure, etc. When conducting transactions at counter, Customer must present identification documents, or documents for acting as lawful representatives to conduct transactions/receive or provide documents and use the signature, seals which are consistent with signatures or seals registered to Sacombank.
- b. Transaction documents must be made legally, validly and sufficient documents must be provided to prove the transaction in accordance with current regulations of law and Sacombank's regulations. In case the joint account holders have different nationalities and residence statuses, the joint account can only be used within the scope permitted by all joint account holders according to the provisions of law on foreign exchange management.
- c. In case Customer needs to transact on online Channels, Customer will must carry out registration procedures and/or use products and services in accordance with Sacombank's regulations in accordance with respective Online Channels. Customers are entitled to perform transactions on the Online Channel according to the scope registered with Sacombank or other scope deployed by Sacombank from time to time.
- d. Depending on each service, product, transaction and transaction limit that Customer participates in on the Online Channel, Customer agree that Sacombank will use one or several of the following factors to identify and authenticate Customer: Authentication Code, personal information, Account information, cards registered at Sacombank, identification documents, bank cards, authentication cards, biometric factors, Digital Signatures or using any other factors, any authentication method that Customer has registered at Sacombank for any Online Channel on the basis of conformity with the authentication method prescribed by Sacombank for such service, product, transaction and relevant laws. Any transaction performed by Sacombank based on checking these authentication factor(s) is considered to be the sole creation of Customer and Customer may not cancel, deny or repudiate any transaction made on the Online Channels for any reason.

- e. In case Customer is an organization/operating under the authorization of other organization, it must register and use the seal in all transactions at the counter with Sacombank, except for foreign organizations that do not have a seal or local organizations which do not have seals as prescribed by Vietnamese law or otherwise prescribed by Sacombank.
 - f. Accounts that have been successfully opened be linked with E-Wallets owned by Customer or linked for using on the Partner Application. To link the Account and/or using the linked Account on the Partner's Application, Customer agrees to use the methods of authentication of linking, transacting according to Sacombank's regulations which are provided the laws from time to time. Customer is responsible for keeping OTP and information used to authenticate Customer when linking Account and/or using the Account on the Partner Application, preserving security devices, mobile phone receiving OTP. To unlink, Customer can perform on the Partner Application.
 - g. From the time the Account with the Customer's E-Wallet is successfully linked, Customer agrees to authorize Sacombank to notify the Account to make a request to withdraw money from the wallet to the Account, automatically deducting money from the linked Account to make the payment, perform requests received by Sacombank from the E-Wallet Provider of depositing money into the Wallet, paying for goods and services. Disputes between Customer and E-Wallet Providers in the process of using intermediary payment services is handled by Customer and E-Wallet Provider and is not related to Sacombank.
 - h. In case the Account is linked for use on the Partner Application, the scope of transactions performed on each Partner Application after successfully linking the Account is subject to the agreement between Sacombank and the Customer and Sacombank's regulations on products and services supply from time to time.
- 3. Transaction limit:** is understood as the transaction limit according to the type of transaction, transaction channel including Sacombank's Transaction Points, Online Channel or other channels deployed by Sacombank from time to time.
- a. Customer is allowed to use the Account according to the transaction limit registered with Sacombank (if any). In case Sacombank and Customer do not have any other agreement, Customer is entitled to transact with a maximum limit equal to the allowed balance at the time of transaction.
 - b. In case Customer is from full 15 years old to under 18 years old when making a Debit transaction with a value of from or more 100 million VND per transaction at Sacombank's Transaction Point, Customer must declare the legal and valid purpose of the transaction before performing.
 - c. Depending on the conditions from time to time, Sacombank may change or set a limit for Customer's transactions on the Account (including the limit for Customers under 18 years old) according to the bank's risk management policies and will notify Customer of the applicable transaction limit. In case there is a change in transaction limit, Sacombank will send a notice of changed limit to Customer at least 01 working day in advance.

case Customer wants to make transactions exceeding the limit prescribed by Sacombank, Customer must register with Sacombank and fully accept the risks (if any) and must be approved by Sacombank.

4. **Minimum Account Balance:** Customer must maintain a certain minimum balance with the limit set by Sacombank. In case of Account balance in foreign currency which is sold by Sacombank to Customer for the purpose of minimum balance maintenance, Customer must sell such foreign currency amount to Sacombank when closing such Account.
5. **Overdraft:** Overdraft limit may be available for Customer upon agreement with Sacombank. Overdraft limit, fee, interest, and other related subjects can be reached based on the agreement between both parties and in accordance with Sacombank's regulations.
6. **Interest:** Customer is entitled to interest on the available Account balance based on the deposit interest rate quoted by Sacombank for each period. Interest paid to Customer is automatically paid by Sacombank into Customer's accounts every month according to Sacombank's policy.

7. Service charge fees

- Fees for Account management, fees for transactions on Account, information fee, using services on the Account fee and other related fees: all fees from time to time are set and posted on Sacombank's Website or at the counter or applied according to the agreement between both parties.
- These fees may change from time to time and will be announced and publicly listed by Sacombank on Sacombank's Website at least 01 day before being applied and the Customer agrees that the new Fee Schedule will continue to have binding effect when Customer continues to use the service. Customer has the right to unilaterally terminate the service if Customer does not agree with the new Fee Schedule.
- Account management fees are collected periodically according to bank regulations. Depending on the type of product, service, and request that the Customer makes on the account, fees can be collected periodically according to regulations or immediately/after the transaction occurs.
- Account which is locked; stopped for conducting transactions; locked; or requested for provision of further information will still be subject to Account management fees and related services on the Account registered by Customer (alert service, Internet Banking & Mobile Banking service, etc.).

8. Bank statements, debit notes, credit notes (referred to as documents):

Customer can receive documents according to the time and method (unless otherwise separately agreed) as follows:

a. At Sacombank's Transaction Points:

- (i) Customer may request Sacombank to provide all arising documents (including transactions at Sacombank's Transaction Points and/or Online Channel). Sacombank will provide fully and timely Account documents according to the time and method agreed with Customer.

(ii) Time to provide documents of organization Customer: from the 10th day of every month, Customer can request Sacombank to provide documents arising of the previous month. In case Customer needs to provide documents other than this time, depending on the actual situation, Sacombank will consider and decide whether to meet the Customer's needs.

b. On Online Channel: Customer actively accesses and downloads directly at the channel that Customer transacts or at other Online Channel of Sacombank from the time of completing the transaction.

9. Receipt of alerts on balance, account transaction:

- a. Alert on account balance and transactions is carried out according to the method deployed by Sacombank from time to time. Depending on the deployed method, Customer agrees to follow the registration procedures and pay the corresponding fees to receive alerts on account balance and transactions.
- b. Customer can subscribe to Sacombank's Alert Service to receive notifications about changes in Account balance. To use the Alert Service via the notification feature on online channels, Customer needs to install the software, application and perform identification and activation operations according to Sacombank's instructions. Customer can actively choose to turn on/off this feature at Online Channel(s) or from time to time, Sacombank will automatically enable this feature for Customer to use and notify Customer at least 07 days before turning on the feature power.
- c. When using Alert Service of Sacombank, Customer agrees to be bound by the Terms and Conditions of the Alert Service which is publicly listed by Sacombank at Sacombank's Website.
- d. Customer can look up and request account information and account transactions via Sacombank's hotline channel 1800 5858 88/(+84) 28 3526 6060 (or other phone numbers announced by Sacombank from time to time) through the phone number registered with Sacombank or counter channels or other online channels as deployed by Sacombank from time to time.

ARTICLE 2A. REGULATIONS ON ONLINE ACCOUNTS

1. Subjects to open the Online Account:

- a. Accounts opened online do not apply the form of joint Accounts.
- b. Subjects to open an individual Online Account are individuals who have only Vietnamese nationality (not applicable in case Customer has another nationality), reside in Vietnam, are from full 18 years old to under 70 years old (for Accounts opened on Partner Application and STM) or at least 18 years old (for Accounts opened on Sacombank Pay), owns full civil act capacity.
- c. Subjects to open an organizational Online Account are enterprises which are in the form of limited liability companies, joint stock companies, private enterprises established and operating legally under Vietnamese law, have the status of "still active" at the time of

Account opening, have not registered any information at Sacombank, have only 01 legal representative with Vietnamese nationality.

d. Online Account is not applicable to:

- (i) Individual Customer/ Representative who opens the account of the organization that must conduct transactions through guardians, legal representatives.
- (ii) Individual Customer is a non-resident.
- (iii) Individual Customer has information about other beneficial owners.
- (iv) Customer has entered into legal agreements (according to the law on anti-money laundering).
- (v) Customer has evidence of involvement in the United States (under FATCA).
- (vi) Customer is on postponementlist, sanctions list or blacklist in accordance with Sacombank's regulations.

2. Customer can only open to 01 Online Account on all platforms that provide Electronic Identification and Online Account opening (except in cases where Customer has been identified at the counter) or according to Sacombank's regulations from time to time.

3. Online Account opening registration channel:

- a.** Personal Online Account (VND) is registered to open on Sacombank Pay App, STM, Partner Application.
- b.** Institutional Online Accounts (VND) are registered to open on the website <https://www.sacombank.com.vn>.
- c.** Other channels of Account opening registration which are deployed by Sacombank from time to time.

4. Online Account management:

- a.** Online Accounts can be transacted on the Online Channel within the scope of features and transaction limits as prescribed by Sacombank from time to time. Online Accounts can only perform authorization and transactions at the counter after completing verification of identification information through face-to-face meetings at Sacombank's transaction counters and registration of signature and seal samples for transactions at the counter.
- b.** In case Customer needs to adjust the transaction limit or register for transactions at the counter or use other services on the Account, Customer can go to any Transaction Point of Sacombank to follow the processes and procedures in accordance with Sacombank's regulations from time to time including but not limited to: carrying out procedures for identification and verification of information through face-to-face meetings, additional registration of signatures and seal samples, request for limit increase and registering to use other payment services on the Account.
- c.** Individual Online Account:
 - (i) Individual Online Account opened on Sacombank Pay application is used for money transfer, payment and other transactions made on Sacombank Pay application.

- (ii) Individual Online Account opened on STM machine is used for deposit, withdrawal, money transfer, payment and other transactions made on STM machine.
 - (iii) Individual Online Account opened on the Partner Application which is an organization providing E-Wallet services ("Wallet Application") is automatically linked to the Customer's own E-Wallet at that E-Wallet Provider and used to perform transactions on the Wallet Application electronic including top-up transactions from the linked Account to the E-Wallet; payment transactions for legitimate goods and services from the linked Account and withdraw money from the E-Wallet to the linked Account.
 - (iv) Personal online account opened on the Partner Application (apart from the E-Wallet Application) is linked for using on the Partner Application according to the request of the Customer. The scope of transactions performed on each Partner Application after successfully linking the account is subject to the agreement between Sacombank and the Customer and Sacombank's regulations on product and service supply from time to time.
 - (v) In case Customer needs to transact on other Online Channels, Customer shall comply with the provisions of Point c, Clause 2, Article 2 of this Contract.
 - (vi) In case Customer registers for automatic transaction notification via SMS, the phone number to receive the notification is the phone number according to the information registered by Customer when opening the Account.
- d. Organization Online Account:**
- (i) Customer must register the legal representative as the lawful representative to open and use the Account (account holder's Representative) and register the Chief Accountant/Person in charge of accounting information for Account transactions (except for Customer who meets simple accounting conditions as prescribed by law and Customer who registers the legal representative being the account holder's representative cum person in charge of accounting).
 - (ii) Online Account can register for and use Internet Banking & Mobile Banking service - payment module, Alert service (by default, registration is based on phone number/email of the account holder's representative) and for issuance of corporate debit card.
 - (iii) Financial approval regime when using Internet Banking & Mobile Banking service includes "1 creator - 1 approver" or "No approval – 1 creator cum approver" mode, specifically:
 - The "1 creator - 1 approver" mode is applied when Customer does not satisfy the conditions for simple accounting as prescribed by law or Customer meets the conditions for a simple accounting model but has registered Chief Accountant/Person in charge of accounting information in the transaction. The creator user is registered according to the Chief Accountant/Person in charge

of accounting information and the approved user is registered according to the information of the account holder's representative.

- The "No approval-1 creator cum approver" mode is applied when Customer meets the simple accounting conditions as prescribed by law and registers the legal representative being the account holder's representative cum person in charge of accounting. User for Internet Banking & Mobile Banking transactions is registered according to the account holder's representative information.
- (iv) Sacombank only issues corporate debit cards after Customer's Online Account has been successfully opened and issues a maximum of 02 Debit Cards according to the information of the employee who has requested to issue the Debit Cards (Authorized User of Card) being the Authorized Representative of account holder and/or the Chief Accountant/Person in charge of accounting (if Customer has registered Chief Accountant/Person in charge of accounting information). Scope of use of debit cards is under Sacombank's regulations from time to time.
- (v) Before Sacombank completes the procedure of comparing and verifying Customer information, this Online Account can only have one-way transactions - credit. Debit transactions and activation of use of Internet Banking & Mobile Banking services/Debit Card can only be done after Sacombank receives sufficient information and valid documents from Customer and completes the procedures for comparing and verifying Customer information in accordance with regulations of Sacombank. In case the application is incomplete, invalid, does not match the declared information and the Account/Debit Card opening dossier, Sacombank will notify and request Customer to supplement information and documents and Customer commits to supplement the application. information, records (including information about Chief Accountant/Person in charge of accounting tasks, beneficial owner, founder, Director/General Director) to Sacombank within the time limit and in the manner required by Sacombank.

5. Transaction limit:

- a. Individual Online Account: Transaction limit (Debit) on the account is implemented according to Sacombank's regulations from time to time and is notified to Customer.
- b. Organization Online Account: The transaction limit (debit) on the Account when using Internet Banking & Mobile Banking service is VND 300,000,000 per transaction and VND 500,000,000 per day and must not exceed the allowed balance at the time of transaction.

This limit does not apply to the following circumstances:

- (i) Sacombank applies video call solution to collect, check and verify customer identification information according to Sacombank's regulations from time to time.

- (ii) Sacombank applies technology to check and compare Customers' biometric characteristics with citizen biometric data through the citizen identification database.
 - (iii) After Sacombank applies identification and verification of Customer information through face-to-face meetings.
 - (iv) Money transfer transactions for savings and term deposits electronically to Customer at Sacombank.
 - (v) Where Sacombank is entitled to actively deduct Customer's Account Debt in accordance with agreement with Customer and legal regulations.
6. Minimum maintenance balance for Online Account is 0 VND.
7. Customer accepts that any act of registering to open the Online Account by providing a picture of identification documents of individual Customer or legal representative of the organization Customer, providing required information to declare and biometric factors that meet Sacombank's regulations, together with the fact that Customer enters the correct OTP sent to the registered phone number or uses a Digital Signature, it is considered that Customer has registered the service himself/herself and Customer must bear all risks (if any) related to registration.

ARTICLE 3. RIGHTS AND OBLIGATIONS OF CUSTOMER

1. Rights of Customer:

- a. Using the balance amount on Account within allowed balance and for the right purpose of the type of Account for legitimate and valid transactions. Customer is facilitated by Sacombank to use his/her Accounts conveniently and safely.
- b. Choosing and agreeing transaction methods, services and applications provided by Sacombank.
- c. Authorizing another person to use the Account as provided in these Terms and Conditions and in accordance with law.
- d. Requesting Sacombank to perform legitimate and valid transactions, and to provide information on account balance and transaction arising on Customer's account based on agreement with Sacombank.
- e. Requesting the current Account blockade, termination of account blockade, closure when necessary, closure the opened account, in case of joint current Account, Customer has the right to notify Sacombank, in written documents, about disputes between the joint current account holders.
- f. Receiving advertising information on all products, services, promotions and other activities of Sacombank via email, text message and other methods applied by Sacombank from time to time.
- g. Requesting Sacombank to guide on safe management, use of accounts and answer and handle questions and complaints during the process of opening and using accounts.

- h. Having other rights according to this Contract, regulations of law and the written agreement between Customer and Sacombank, provided that such agreement must comply with current provisions of law.

2. **Obligations of Customer:**

- a. Ensuring to maintain the conditions of Account opening during the process of opening and using the Account as prescribed in this Contract including ensuring that the legal documents in the account opening file must remain valid during the process of opening and using the account.
- b. Ensuring enough in Customer's Account to perform transactions. In case there is an agreement on overdraft between both parties, Customer must fulfill related responsibilities when overdraft occurs.
- c. Correctly and fully implementing the conditions and procedures for payment services according to Sacombank's instructions in accordance with the provisions of law.
- d. Complying with the regulations on opening and usage of current Account in these Terms and Conditions and provisions of law.
- e. Ensuring that the registered seal for the transactions with Sacombank is valid and exactly the same with the one that has been registered with/notified to competent authority in accordance with laws. Customer takes full responsibilities in case that seal and/ or signature of Customer is abused or counterfeited in transaction(s) with Sacombank but not due to Sacombank's fault.
- f. Ensuring that the transactions of receipts and expenditures on the Account are legitimate and in accordance with the laws on foreign exchange and other Vietnamese laws and presenting the documents related to the transactions arising on the Account whenever Sacombank requires. In case of using the Account to monitor deposits, ensure payment capacity and other purposes according to the provisions of law, Customer is solely responsible for ensuring the use of the Account in accordance with relevant provisions of law.
- g. Registering the signature of the Chief Accountant/Person in charge of accounting with Sacombank in case Customer (organization) is obliged to appoint Chief Accountant under the provisions of law. In case of registering the account holder's representative is the legal representative and also the Person in charge of accounting, the Customer commits that:
 - (i) Customer is an enterprise that meets the criteria for being a micro enterprise according to the law and is applying a simple accounting regime.
 - (ii) The legal representative meets the conditions and standards of the person in charge of accounting and does not fall into other cases of not being allowed to work as an accountant according to the laws.
 - (iii) The legal representative when signing transaction documents with the bank, the legal representative is understood to be signing with the role of approving and controlling documents according to the laws.

- (iv) Customer will not authorize the same person to simultaneously sign for approval and control of documents.
- (v) Customer shall take sole responsibility for any matters related to the use of this registration content to provide services to Customer.
- h.** In case Customer hires foreign workers, Customer is responsible for complying with the labor law on foreign workers, including but not limited to the payment of wages in foreign currency and/or in Vietnamese dong, ensuring that the Work Permit/Exemption of Work Permit for foreign workers are in accordance with the law, and take sole responsibility for any relevant problems that arise.
- i.** Unconditionally returning unconditionally the amounts credited due to errors or mistakes, the amounts that Customer has overdrawn upon request of Sacombank, the bank, the branch of foreign bank serving the money transfer party.
- j.** Providing truthful sufficient, clear, accurate, and legitimate information and documents in the account opening and using file and additional information as required by Sacombank. Promptly notifying and providing Sacombank when the legal documents in the account opening file expire/are no longer valid or when with any related documentation when having the change of Customer information or upon request of Sacombank and taking full responsibilities for risks arising in the case of providing and updating information due to failure to provide correct, complete, accurate, and timely information changes to Sacombank and damages caused by Customer's fault.
- k.** In case of declaring information as a micro-enterprise, Customer (organization) commits to fully meeting the criteria for being determined as a micro-enterprise to apply a simple accounting regime according to the laws and must inform immediately Sacombank when there is a change in scale and applicable accounting regime (no longer a micro enterprise applying simple accounting regime) or upon request sent by Sacombank to Customer.
- l.** Maintaining a minimum balance on the Account within the limit set by Sacombank;
- m.** Having all responsibility for the act of providing fraudulent and forged documents related to the opening and using of the Account and the origin of the money used on the Account;
- n.** Having responsibility for damage caused by errors or being taken advantage of, fraud when using payment services via account due to Customer's fault.
- o.** The following acts shall be prohibited:
 - (i) Open or maintain anonymous or impersonated payment accounts, anonymous accounts or using fake names.
 - (ii) Buying, hiring, leasing, borrowing, stealing, or trading the Customer's Account to any party, letting any party borrow Customer's Account or selling Account's information; opening accounts or registering for online banking services in someone else's name; letting other people use information to access, log in or verify online banking services on Customer's Account.

- (iii) Using the Account to perform transactions that are required by law to be done through the direct investment capital account, indirect investment capital account, payment guarantee account of providers of intermediary payment services or other types of specialized Accounts.
 - (iv) Carrying out, organizing the carrying out or facilitating the carrying out of the following acts: Using, exploiting accounts, payment services for the purpose of money laundering, financing terrorism, financing the proliferation of weapons of mass destruction, fraud, cheating, illegal business (such as trading in goods and services prohibited by law or services in conditional business lines without a license/meeting the conditions prescribed by law, gambling, organizing gambling, black credit, tax evasion, virtual currency, fake payments...) and other illegal acts.
 - (v) Intruding or attempting to intrude, stealing data, destroying, illegally changing software programs, electronic data used in payment; taking advantage of computer network system errors for personal gain.
 - (vi) Repairing, erasing payment instruments, payment documents in violation of legal regulations; counterfeiting payment instruments, payment documents; storing, circulating, transferring, using counterfeit payment instruments.
 - (vii) Commit to not having a payment account at Sacombank for parties with related rights and obligations according to the provisions of law on loan disbursement of credit institutions and foreign bank branches.
 - (viii) Other prohibited acts and violations of the laws.
- p.** Implementing measures to ensure safety and security in account transactions according to the instructions, warnings and recommendations of banks and state agencies, including but not limited to the following actions:
- Securing personal information, account information, cards, login names, passwords, OTPs, identification factors, customer authentication that customers register with Sacombank or are provided by Sacombank or used to identify and authenticate customers during the use of the account, self-preserve personal documents, bank cards, electronic devices, software used to access, use services, authenticate transactions and implement all necessary measures at the highest level to prevent unauthorized use of this information, documents, devices, software, ensuring that only customers are direct users and bear all risks and damages (if any) if they do not comply with this obligation.
 - Do not provide or disclose in any form, whether intentionally or unintentionally, confidential information to anyone, anywhere and at any time, or enter any confidential information on transaction channels not publicly announced by Sacombank.
 - Keeping your ID documents and devices used to access banking services carefully to avoid loss or theft; do not rent, lend, or mortgage your ID documents.

- Do not save your login information in any software or web browser that can save it automatically.
 - Do not access websites or install strange software of unknown origin that can harm electronic devices used to access and use electronic banking services.
 - Do not use electronic devices that have been "hacked" or "infringed upon" or are not secure to access and use electronic banking services.
 - Promptly notifying Sacombank when risks related to their accounts arise (including cases where the Customer discovers errors or mistakes in their accounts; lost or misplaced service access devices; disclosed or suspected of disclosed confidential information; suspected of account exploitation) by calling 1800 5858 88 (or the phone number notified by Sacombank from time to time) or contacting directly Sacombank's transaction points for handling. Customer agrees that the working process with Sacombank can be recorded and agrees to confirm in writing any details of the incident, and at the same time requests Sacombank to apply professional measures to limit damage, loss, and risk to - Customer and be responsible for all financial losses before the time Customer requests to temporarily suspend the service provision.
 - Proactively updating and complying with the bank's warnings and recommendations on ensuring the safety and security of account transactions at each time, which are publicly posted on the bank's website and media to avoid being exploited, scammed, and cheated.
- q.** Agreeing and approving Sacombank to apply additional measures to authenticate Customer such as taking photos, taking fingerprints and authentication through Customer's biometric factors, providing additional information and documents other than the documents in the application file for opening the Account at the request of Sacombank.
- r.** Ensuring that the phone number and email Customer registers to open the Account must be a subscriber, email that has been activated and Customer has full ownership, access, and legal use of this phone number and email; and notifying Sacombank immediately when there is any change in contact information including: phone number, address, email registered by Customer (whether this change occurs due to Customer's change of new contact information, stop using telecommunications services, loss of phone or any other reason). Unless receiving notice of change from Customer, Sacombank will continue to provide services, authenticate Customer through contact information registered by Customer with Sacombank.
- s.** Supplementing, re-providing information and documents for Sacombank to re-verify and/or showing directly at Sacombank's Transaction Points to carry out procedures to identify Customer when receiving requests from Sacombank.

- t. Proactively update and comply with the bank's warnings and recommendations on ensuring the safety and security of account transactions at each time, which are publicly posted on the bank's website and media.
- u. In case of opening the Account and/or linking the Account and/or using the Account linked on the Partner Application, Customer confirms:
 - (i) Partner has the right to collect, use and provide these registration/updated information (including Customer information, transaction authentication information, legal documents of Customer) to Sacombank.
 - (ii) The information provided on the Partner Application is true, accurate and valid. Customer must update information to Sacombank when there is a change.
 - (iii) Understanding the role of Partner as the party responsible for collecting and verifying Customer's information and legal documents, and providing such information and results to Sacombank; and acting as an intermediary to transmit data for Customer to open the Account, to request for making transactions at Sacombank through Partner Application and is responsible for verifying that Customer is the Partner Application account holder who initiated such requests. Partner Application account holder has been identified and verified by Partner. Customer's information sent to Sacombank by Partner is consistent with information verified by Partner under the laws.
- v. Complying with other regulations and obligations according to this Contract, as prescribed by law and as per prior written agreements between Customer and Sacombank which are not contrary to applicable law.

ARTICLE 4. RIGHTS AND OBLIGATIONS OF SACOMBANK

1. Rights of Sacombank:

- a. **Sacombank is entitled to debit Customer's Account without limitation in Clause 3 of Article 2 and Clause 5 of Article 2A of this Contract for one of the following reasons:**
 - (i) For collection amounts that Customer is obliged to pay to Sacombank, including but not limited to due and overdue debts, interest and fees occurred during the process of Account management and payment products and services to Customer. In case the balance of the Account being in fee debt is not sufficient for Sacombank to collect the fees, Sacombank reserves the right to collect the fees from the Account having highest balance at the time of fee collection;
 - (ii) Upon request, in writing, from a competent authority to enforce the implementation of the decision on sanction against administrative violations, on execution of judgment, on tax collection, or to perform other payment obligations based on regulations of law;
 - (iii) For adjustments to those amounts that have been wrongly, improperly or unsuitably accounted according to the provisions of laws, provided that Sacombank will notify Customer;

- (iv) When Customer's Account has been credited by mistake, or there is a request to cancel the transfer from an organization providing payment transfer service, in order to avoid misunderstanding, Sacombank will be entitled to debit Customer's Account upon the request to cancel the transfer of the organization providing payment transfer service without considering the cause of canceling the transfer. Then, in case of any complaints or disputes (if any), Customer must contact the organization providing payment transfer service requesting to cancel the payment order;
- (v) For performing the regular or periodic payments, which have been agreed between both parties.
- (vi) Other cases of debt collection related to fraud and cheating when there is a conclusion from a competent authority.
- (vii) Other cases as agreed between Customer and Sacombank or as prescribed by law.

b. Sacombank is entitled to decline or suspend Customer's payment, withdrawals transactions for one of the following reasons:

- (i) The Customer's identification documents are expired/ are out of use.
- (ii) Customer fails to fulfill fully with the requirements for payment procedures (including cases where presented documents are no longer valid/expired, or the papers are torn, vague, blurred, difficult to identify in photos or are not affixed with seal on all pages, etc.), payment order is invalid, or conflicts with registered information in the application for opening current Account or any agreement between Customer and Sacombank.
- (iii) Customer's Account goes beyond overdraft limit or does not contain a sufficient amount to perform transaction.
- (iv) When receiving the requirement provided by a competent authority, or having the proof proving that the Account has been used for money laundering or support of terrorism, sponsoring the proliferation of weapons of mass destruction according to the laws.
- (v) When Customer's Account is blocked, or blocked in full, or blocked in partial amount but the remaining balance is not enough for transaction (unless overdraft is allowed) or is reached overdraft limit.
- (vi) When Customer violates prohibited or inappropriate acts according to this Contract and the laws.
- (vii) When Customer refuses to provide information or provides incomplete information about Customer's identification as requested by Sacombank or when there is doubt about the truthfulness of the information and transaction purpose for special transactions that must be monitored according to the provisions of the law on anti-money laundering.

- (viii) Other cases under this Contract, other agreements between Customer and Sacombank and regulations of Sacombank from time to time in accordance with the law.
- c. Refusing to perform transactions, temporarily postponing transactioning (credit/debit transaction), temporarily suspending the provision of related services on the Account, blocking the Account (credit/debit transaction), or requesting Customer to supplement information and documents for Sacombank to re-verify Customer and/or the Customer's transaction, requesting Customer to go directly to Transaction Points to continuously carry out procedures for identifying and verifying customers through face-to-face meetings or through other methods in one of the following cases:
- (i) Sacombank detects that there is any risk, deviation or abnormality during the process of opening and using the account, including inconsistent information between Customer identification information and Customer's biometric factors when opening Account, between information declared by Customer and Customer's information recorded at Sacombank or information checked by a third party that Sacombank cooperates with or information, data of competent authority, recorded at the national population database, or information integrated with the Customer's electronic identity account, or other legal data sources.
 - (ii) Sacombank has a basis to determine that Customer does not meet the conditions for opening the Account.
 - (iii) Sacombank receives complaints from the account holder about not opening the Account or has information about disputes, complaints, and claims of organizations and individuals related to transactions on the Customer's Account.
 - (iv) Sacombank detects that the account (including information, records provided by the customer, transaction information on the account such as information of the recipient, the sender, the explanation content...) has signs of fraud, forgery, or signs of violating the law according to Sacombank's risk, including but not limited to the following cases:
 - Customer uses identification documents that show signs of being fake/not authentic, phone number not in owner's name or Customer opens the Account for someone else to use with or without paying fees; rent, lend, buy/sell accounts in any form;
 - Customers, Customer's accounts or transactions arising on Customer's accounts related to the list of accounts, customers with suspicion/blacklist/warning list related to fraud, scams, embargoes/sanctions, money laundering, terrorist financing, financing of proliferation of weapons of mass destruction, violations of laws issued by competent state agencies, recommended for application and/or List applied at Sacombank from time to time.
 - Suspicious transactions according to the provisions of law on anti-money laundering during the use of the account or risks related to violations of the

provisions of law and Sacombank on anti-money laundering, terrorist financing, financing of proliferation of weapons of mass destruction, embargoes and other relevant regulations.

- Transactions that violate laws related to foreign exchange management;
 - Money transfer, payment transactions; receiving money transfers and payments for illegal goods/services (goods and services prohibited by law; services in conditional business lines such as banking activities without a license/meeting all conditions; fraud, cheating, gambling, gambling organization, black credit, tax evasion, virtual currency ...);
 - Fraudulent transactions such as transactions where the nature of the payment transaction for which goods/services cannot be checked or transactions with false value increases, frequent payment transactions of large value...;
 - Transactions related to any party (individual, organization, government agency) that is sanctioned for violating the law and/or is directly or indirectly related to the subject being sanctioned for violating the laws by relevant Unions, international organizations or laws of relevant countries;
 - Transactions may be directly or indirectly related to illegal revenue or used for illegal purposes or acts (tax evasion, asset disposal, false payments...).
- (v) Document, information, data and documents provided by Customer are not complete, accurate, or valid according to the laws and regulations of Sacombank.
- (vi) Sacombank has a basis to determine that Customer does not belong to the type of micro-enterprise or does not apply a simple accounting regime.
- (vii) When Customer violates this Contract or violates the law.

Upon receiving a request from Sacombank, Customer agrees to carry out the procedures for supplementing, updating information, documents; procedures for verifying the Customer, verifying the Customer's transactions according to Sacombank's instructions and within the time limit required by Sacombank. If (1) Customer refuses to provide information/does not come to the Transaction Point for re-verification; or (2) Customer does not provide information and documents within the requested time limit; , or (3) the documents provided by the Customer do not comply with the laws and regulations of Sacombank; or (4) the Customer cannot prove his or her identity, the source of the money and the purpose of the transaction to be legitimate; or (5) Sacombank cannot contact Customer through the contact information that Customer has registered, then Sacombank has the right to continue to account suspension, account blockade Customer's account (without prior notice to Customer).

- d.** Sacombank may decline Customer's request on current Account, Account closure if Customer has not fulfilled payment obligations enforced by competent authority or repaid all the debts to Sacombank;

- e. Sacombank may decline requests on providing information or blockade of Accounts from Customer in cases where the Accounts are blocked under documents of competent authority and/ or being investigated in relation to Accounts;
- f. Sacombank may decline to perform the relevant transactions or may suspend the provision of the relevant services on the Account in case Customer has registered for applying simple accounting model under Decree 80/2021/ND-CP, but Customer does not meet the conditions on applying such model according to Sacombank's assessment;
- g. Customer must fully refund the amount of money received due to the payment service provider transferring too much or transferring by mistake (including operational errors, system failures of the payment service provider).
- h. Sacombank has the right but not obliged to request Customer (applicable for organization only) to provide the information and documents evidencing that Customer meets the conditions on applying simple accounting model;
- i. Sacombank may establish the regulations on Minimum Account Balance scope of use, method of use, transaction limit on the account. This regulation must be publicly notified and clearly instructed for Customer's knowledge;
- j. Sacombank may establish and apply safety methods, which must comply with legal regulations, for security purpose during the process of opening and using of Customer's Account;
- k. Sacombank has the right (but not obligation) to temporarily to suspend all services/ lock the Account indefinitely upon receiving any complaint, question or feedback from Customer about dissatisfaction with the service provided by Sacombank until Customer has a written request for the re-use of the Account or continuance of service provision;
- l. Sacombank has the right to provide advertising information on all products, services, promotions and other activities of Sacombank via email, text message and other methods applied by Sacombank from time to time;
- m. The transfer selling rate is applied at the time of transaction in the following cases, without the consent of Customer: (i) the Customer's Account in Vietnamese dong is credited in foreign currency; (ii) Account in Vietnamese dong/foreign currency does not have enough balance to collect due and overdue debts, interest and expenses incurred in the process of Account management and provision of payment services; (iii) deducting money from the Account at the request of a competent state agency; (iv) other cases as prescribed by law.
- n. To be exempted from all losses and damages incurred by Customer in the event that Sacombank provides the service, authenticates Customer through the contact information registered by Customer (such as email, phone number, etc.) but the contact information is no longer used by Customer and/or no longer exists but Customer does not register changes with Sacombank or for any reason, which leads to the fact Customer no longer controls the right to use the related contact information.
- o. Other rights according to this Contract, as prescribed by law and as per prior written agreement between Customer and Sacombank which are not contrary to applicable law.

2. Obligations of Sacombank

- a. Performing all payment orders of Customer after checking the legitimacy and conformity all;
- b. Timely correcting mistakes and errors in payment transactions in case of incorrect implementation according to the Customer's payment order.
- c. Archiving the signature specimen of the account holder(s), Customer's Chief Accountant or the person in charge of accounting (if Customer is an organization subject to mandatory disposition of accountants), and authorized persons, stamp sample (if any) for comparison and examination purposes while the Account is in use;
- d. Crediting Customer's Account promptly when there is money transferred or deposited to; quickly returning any amount debited to Customer's Account in mistakes; coordinating the refund of amounts that have been identified as mistakenly transferred to the customer's payment account upon the request of the bank or foreign bank branch serving the money transfer party due to errors compared to the payment order made by the money transferor.
- e. Quickly and fully notifying Customer of the Account balance, transactions, transaction documents arising on Customer's Account; the blocking of account in the form of notification agreed with the Customer in this Contract as well as taking responsibility for the accuracy of these statements;
- f. Promptly updating the information of Customer upon receiving the changing notification relating to application for opening current account from Customer;
- g. Archiving Account opening documents and other related documents stating the transaction on Customer's Account according to provisions of law;
- h. Being responsible for damages arising from the mistakes or misuses or frauds occurred on Customer's Account due to Sacombank's fault;
- i. Complying with laws on prevention of money laundering combating terrorism, sponsoring the proliferation of weapons of mass destruction;
- j. Notifying and guiding Customer to use the payment services they provide, instruct Customer on how to use their accounts safely, notify and explain to Customer about prohibited behaviors in opening and using accounts, and promptly answer and handle Customers' questions and complaints within the scope of their obligations and powers.
- k. Developing internal processes for opening and using payment accounts. Guiding and notifying in public for Customer's knowledge; timely handling of inquiries and complaints during the process of opening and using the Account.
- l. Other rights according to this Contract, as prescribed by law and as per prior written agreement between Customer and Sacombank which are not contrary to applicable law.

ARTICLE 5. ACCOUNT BLOCKADE AND CLOSURE

1. Blockade:

- a. Sacombank shall block, partially or wholly, Customer's Account in one of the following cases:

- (i) There is a written request from the Customer (account holder or legal representative of the Customer); or Customer (individual) requests support for blockade and follows Sacombank's instructions via a recorded telephone switchboard (1800 5858 88 or another phone number publicly announced on Sacombank's Website); or as agreed in this Contract; or there is a prior written agreement between the Customer and Sacombank, except for the case specified in Point d, Clause 1, Article 4 of this Contract.
 - (ii) Customer is reported to have committed fraud, deceit, or violation of law related to the account. The maximum blockage period is 24 working hours and Sacombank will notify Customer when a blockade transaction occurs.
 - (iii) Having a written request from a competent authority based on the provisions of law;
 - (iv) Sacombank is aware of errors, mistakes while crediting to Customer's Account, or Sacombank receives a refund request from an organization providing payment transfer service due to mistakes/errors in comparison with the payment order of the remitter, and the blocked amount may not exceed the mistaken/erroneous amount;
 - (v) Having a written notice from one of the Account holders about the disputes on joint current Account between the holders
 - (vi) Cases of blockade under the laws on anti-money laundering, anti-terrorism, and anti-proliferation of weapons of mass destruction.
 - (vii) Other cases as prescribed by this Contract, prior written agreement between Customer and Sacombank and law.
- b.** Immediately after blocking the Account, Sacombank must notify Customer (or a guardian, legal representative of Customer) in written document or by another method agreed in the agreement on opening and using the current Account between Sacombank and Customer of the reason of blockade and scope of blockade according to this Contract, except in cases where the competent authority has a written request for Sacombank not to notify Customer about the account blocking. The blocked amount on current Account must be preserved and tightly managed according to the blockade content. If the Account is blocked partially, the remaining amount can still be used in transactions.
- c.** Sacombank may terminate the blockade in one of the following cases:
- (i) At the end of the blocked period as the request of the Customer (account holder or guardian, legal representative of the Customer) or according to the agreement between the account holder and Sacombank;
 - (ii) End of the blockade period according to the written request for blockade from the competent authority or having a written request from a competent authority asking to terminate the blockade;
 - (iii) Sacombank has completely resolved transactions errors, mistakes in money transfer payment;

- (iv) When there is a written request to end the blockade from all joint account holders or according to a prior written agreement between Sacombank and the joint account holders. .
- (v) When Sacombank has completed verifying Customer information or the basis for blocking has ended.
- (vi) Other cases as prescribed by law.

2. Closure:

- a. Sacombank may close the Account in one of the following cases: (i) Having a written request from Customer (account holders/joint account holders), the guardian or the legal representative of Customer and Customer has fulfilled all obligations related to the Account; (ii) Account balance is zero (or less than the Minimum Account Balance according to Sacombank's regulations from time to time) and there has been no activity for at least 06 months since the account balance is zero (or other period according to Sacombank's regulations from time to time); (iii) In case of Customer's death in fact or in the decision of the competent court, or termination of operations (if Customer is an organization) under law; (iv) When Customer violates prohibited acts on payment accounts according to the laws; (v) When discovering that Customer uses fake documents or impersonation to open or use an account for fraudulent, deceptive purposes or other illegal activities. (vi) When the Customer violates the commitments or agreements in this Contract or other agreements between the Customer and Sacombank ; (vii) Other cases under Sacombank's regulation according to the provisions of law from time to time.
- b. In case of request for Account closure, Customer must come to Transaction Points, submit Account Closure form (using sample of the Bank) and return unused checks (if any). Customer is unable to close the Account when the Account is blocked or Customer has not fulfilled its debt obligations to Sacombank.
- c. The closure of current Account according to item (ii) subsection a section 3 of this Article shall only be performed after Sacombank notifies Customer at least 15 days from the notifying day.
- d. Upon the Account closure, Sacombank shall simultaneously terminate the services connected to such Account. Customer shall pay the Account closing fee in accordance with Sacombank's fee schedule published from time to time.
- e. After closing the current Account, Sacombank has to notify Customer, the legal representative, the guardian or the legal heir in case that the account holder (when the account holder is an individual) is dead, declared as dead or missing.
- f. After closing the current Account, the remaining Account balance can be handled as follows:
 - (i) The remaining Account balance shall be released based on the request of Customer, the guardian, or the legal representative of Customer (if the account holder is under 15 years old, loses or limits capacity for civil acts, has difficulty in awareness), or is the heir,

the heir's representative in case the holder (when the holder is an individual) is dead, declared as dead,;

(ii) The remaining Account balance shall be released under the request of Customer's holder(s) in case Customer which is an organization terminating under the provisions of law;

(iii) The remaining Account balance shall be released according to the decision of the court or competent authorities;

(iv) Sacombank shall handle the remaining Account balance according to the provisions of law in case the legal beneficiary has already been notified but does not show up and receive the remaining Account balance or according to the prior written agreement between Sacombank and Customer in compliance with the provisions of law.

- g. After closing the current Account, if Customer has a demand for using the current Account, he/she shall be required to perform the procedures for opening a current Account according to regulations of Sacombank.

ARTICLE 6. ACCOUNT AUTHORIZATION

1. Customer, Chief Accountant or the person in charge of accounting (if any) of Customer may authorize another person to use the Account based on the procedures and regulations issued by Sacombank and of law, provided that other joint holders also agree.
2. The authorization to use the Account must be made in writing and comply with Sacombank's regulations, procedures and instructions. Authorization documents of individual Customers are conducted at Sacombank or at notarization competent authorities according to the provisions of law on authorization. Authorization documents of organization Customers can be made in Sacombank's form or have the minimum content according to Sacombank's regulations. The rights and obligations of the authorized person are specified in accordance with the authorization document of the Customer. In case the Power of Attorney is notarized or certified in accordance with the provisions of law, Customer agrees that the presentation and submission of the Power of Attorney with documents, information, and data to verify the identification information of the authorized person can be done by Customer or the Authorized Person himself.
3. Cancellation or change of authorized person of Sacombank, Chief Accountant or the person in charge of accounting (if any) must be processed under Sacombank's instruction.

ARTICLE 7. COLLECTION, USE AND CONFIDENTIALITY OF CUSTOMER INFORMATION

1. Customer agrees for Sacombank to collect Customer's information provided by Customer and/or synthesized by Sacombank from the process of using the service on banking transaction channels and/or Sacombank' Partner to supply product and services to Customer and/or legal information sources of Customer in accordance with the law, including but not limited to the following information:
 - a. Information about personal Customers and people related to individual customer such as: Full name, date of birth, place of birth, nationality, occupation, position, phone No.,

- ID No., date of issue, place of issue, registered permanent address and current address, company's name, company's address, gender, etc.
- b. Information about organization Customer (full and abbreviated transaction name; head office address; phone number, fax number; field of operation, business, etc.), personal information about founders, representatives or related person of the organization (Full name, date of birth, place of birth, nationality, occupation, position, phone number, identification number, date of issue, place of issue, registered address normally current residence and place of residence, agency name, agency address, gender, etc.)
 - c. Information about Customer's Account/Account balance, Customer's transactions, Customer's use of Sacombank's products and services.
2. Customer agrees that Sacombank can collect Customer's information for the following purposes:
- a. Identifying and verifying information to identify Customer;
 - b. Administering, operating, supporting and managing the relationship, transaction and/or Account of Customer with Sacombank including assessment of conditions for Customer to participate in products and services; implementing the requirements of Customer; providing products and services to Customer; performing the rights and obligations of Sacombank in accordance with provisions in the Contract(s) signed with Customer; being used as evidence in the process of settling disputes, complaints, and tracing between Sacombank, Customer and related parties,
 - c. Contacting with Customer to introduce, propose or advise Customer on all information about products, services that Customer may be interested in or may bring financial incentives and benefits to Customer, promotions, survey and other activities of Sacombank;
 - d. Supporting for business and internal activities of Sacombank, including risk assessment and management and compliance with Sacombank's regulations and laws; system planning and development or banking product development, performing reporting, financial, accounting and tax obligations or operating for audit, archiving and operating purposes, preventing or detecting fraud, money laundering, terrorist financing, sponsoring the proliferation of weapons of mass destruction, illegal or suspected illegal transactions, .
 - e. Other purposes as prescribed by law.
3. Customer agrees to bear responsibilities for confidentiality of information that Customer provides to Sacombank; at the same time, to be responsible for cases in which information related to Customer, Account and transactions on such Account that has been, is and will be used at Sacombank is disclosed for any reasons and through any methods without the fault of Sacombank.
4. Sacombank is obligated to ensure confidentiality of information related to Customer, Account and transactions on such Account in accordance with law and agreement with Customer.

5. In order to fulfill the purposes stated in Clause 2 of this Article, Customer agrees that Sacombank may provide Customer's information to the following individuals and organizations:
- a. Customer and/or Customer's Guardian/Representative, Heir (or Representative of Heir) of Customer in case Customer dies or is declared dead and/or the third party authorized/consented by Customer to provide information. Requests for information must be made in writing and sent to Sacombank.
 - b. State authorities as prescribed by law.
 - c. Third parties, including (i) accountants, internal auditors or external auditors; (ii) professional advisors of Sacombank lawyers, financial advisors, notaries, rating agencies ; or (iii) Sacombank's employees and/or agents or subcontractors, service providers, consultants, organizations involved in processing transactions for Customer regardless of whether they are organizations established and operating in Vietnam; and/or other third parties that have signed cooperation contracts with Sacombank. Third parties must undertake to be bound by the same confidential regulations as provided herein.
 - d. Within the scope of transactions established, Sacombank has the right to provide Customer's Full Name information to the beneficiary of the transaction if the beneficiary requests it in order to serve the verification and comparison of the beneficiary's data. When providing information to Customer/third parties, Sacombank ensures that the information provided must be consistent with the information of Customer is stored at Sacombank during the registration and/or use of the account, performing transactions and to the extent necessary to fulfill the purposes mentioned in Clause 2 of this Article.
6. Information storage is carried out for the necessary period of time to fulfill the purposes specified in Clause 2 of this Article, contracts, agreements, and other documents with the account holders, unless permitted or must be stored longer according to legal regulations from time to time.
7. For Customer information that is Personal Data as prescribed in Decree 13/2023/ND-CP and other amendments, supplements and replacements from time to time, Customer agrees that the collection/use/confidence of Personal Data is carried out in accordance with the General Terms on Protection and Processing of Personal Data ("General Terms") posted at the transaction counter, website www.sacombank.com.vn or displayed when scanning QR code. The General Terms are an integral part of this Contract. All rights and obligations of Sacombank and Customer in the General Terms will not replace, terminate, or change, but will be cumulative to the rights and obligations that Sacombank and Customer currently have in this Contract.

ARTICLE 8. TRACE REQUESTS AND COMPLAINTS

1. Methods of receiving trace requests and complaints:

Customer is entitled to request Sacombank to carry out the investigation and complaint within 60 days from the date of arising transaction requesting tracing and complaint. In case

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Customer has trace requests or complaints related to the current Account, Customer can choose 3 methods as follows:

- a. Visiting any Transaction Points of Sacombank;
- b. Contacting Sacombank via phone number: 1800 5858 88;
- c. Contacting Sacombank via email address: ask@sacombank.com.vn.

After receiving Customer's demand, Sacombank instructs Customer to fulfill the documentations and the procedures for complaining in accordance with the provisions of law.

2. Time limit for processing a trace request or complaint:

- a. Sacombank notifies the Customer of the receipt, feedback, request, and complaint of the Customer within 3 working days from the date of receiving such feedback, complaint request.
 - b. Within 30 working days from the date on which Customer has fulfilled the documentations and the procedures for complaining for the first time, Sacombank has responsibility to process the trace requests or complaints of Customer;
 - c. Within 05 working days from the date on which Sacombank notifies the results of trace requests and complaints to Customer, Sacombank shall reimburse, upon agreement or in accordance with provisions of law, for damage incurring without Customer's fault and/or not are stipulated in Article 10 of this Contract;
 - d. In case the time limit for trace requests, complaints as mentioned in point a of this clause expires and it fails to determine which party to bear reasons or faults, Sacombank and Customer shall discuss about methods of handling trace requests or complaints within succeeding 15 working days,
3. If the case shows any sign of crime, Sacombank shall notify the competent authority in accordance with law on criminal procedures and send a report to the State Bank (via Department of Payment, Inspection agency, Bank supervision, the State Bank of provinces or cities); and notify Customer in writing of status of the process of trace requests or complaints. The processing of results of trace request or complaint shall be responsibilities of the competent authorities. If the competent authority notifies that the results do not show any sign of crime, within 15 working days from the day of the conclusion of the competent authority, Sacombank and Customer shall discuss about methods of handling trace requests or complaints.
4. In case Sacombank, Customer and other relevant parties fail to reach an agreement and/or disagree with the process of trace requests or complaints, the dispute shall be settled in accordance with regulations of law.

ARTICLE 9. NOTIFICATION

1. Unless otherwise agreed, Sacombank will notify Customer of Account-related issues as well as amendments, supplements, and adjustments to Sacombank's regulations by one of the following contact methods: written notice to Customer's address, phone call, SMS to Customer's phone number, email to Customer, notification on the application that

Customer has registered to use, notice on Sacombank's official website or other appropriate methods. The parties agree that the address, phone number and email of Customer receiving the notification are the address, phone number and email that Customer registered in Customer Information Registration Certificate or other electronic data about information registration.

2. All the transaction and notices documents that Sacombank and/or state agencies in the process of implementing and dispute settlement of this Contract shall be sent by the Parties to the address stated in this Contract (including the address specified in this Contract). only permanent residence, current place of residence of individual customer, address of head office, transaction address of institutional customer or address of legal representative of customer) or other address as agreed in writing between parties.
3. Customer commits that the residence address stated in this Contract is the legal residence of Customer. Sacombank will send all transaction documents during performance of this Contract and competent authority will use it to send invitations, announcements, served documents, public post for the purpose of requiring Customer to perform its obligation according to this Contract. Customer must notify Sacombank and local competent authority of change on permanent residence address, temporary residence address or new residence.
4. In case Customer breaches its obligation about notification on change of permanent residence address, temporary residence address, new residence according to this Contract and/or on remove from household registration and/or on exit, Customer will be considered to intentionally hide the address to evade obligations according to this Contract. In this case, the residence stated in this Contract (or address stated in the last notice that Sacombank receives) will be the last residence of Customer and Sacombank has the right to require Court to judge without the presence of Customer. Customer accepts that the Court can judge without the presence and the testimony of Customer.
5. The sending of transaction documents must be done via telegram, telegraph, post office or directly. Any notice or transaction document shall be deemed to have been received after it has been sent by telegram or telegraph certified by the post office of the dispatcher or after receipt of the certification by the personnel of the parties, relatives (live in the same residence) or employees of Customer, or from the time Sacombank publishes on Sacombank's official website.

ARTICLE 10. FORCE MAJEURE

1. Force majeure cases are events occurring objectively that the parties cannot foresee, cannot overcome and are beyond the capabilities of the parties despite applying all measures, including but not limited to the following cases:
 - Natural disasters or catastrophes, fires, epidemics, war, terrorism, riots, demonstration, strikes, industrial action, Government restrictions, intervention by competent state agencies, changes in policies under law.

- Decisions and requests of competent state agencies and international organizations related to activities of preventing and combating money laundering, combating terrorist financing, and combating the financing of proliferation of weapons of mass destruction, embargo/sanctions compliance, fraud prevention, ...
 - Any payment processing center or market that has problems or temporarily suspends transactions.
 - Connection line, electricity, internet, equipment, viruses, or technical problem, interruption in service provision from service providers to Sacombank,... which occurs unexpectedly and is beyond Sacombank's control.
2. When a force majeure event occurs, the parties will temporarily suspend the implementation of the Contract and Sacombank will notify the account holder. This suspension is not considered a violation of Sacombank and will not give rise to Sacombank's compensation liability to the account holder or third party. After the force majeure event ends, the parties will continue to implement the contents of the Contract.

ARTICLE 11. OTHER PROVISIONS

1. These terms and conditions are governed by the laws of Vietnam.
2. Sacombank has the right to amend, supplement, amend and supplement the provisions in these terms and conditions from time to time to meet the requirements of legal regulations as well as ensure the rights of Customer and Sacombank . Before the change takes effect, Sacombank must notify Customer at least 01 day in advance in one of the following forms:
 - a. Texting message to registered mobile phone number; or
 - b. Sending a letter (or email) directly to the address provided by Customer to Sacombank; or
 - c. Announcing on Sacombank's Website, announcing on mass media or posting at Sacombank's Transaction Points or other appropriate methods.

These amendments and supplements are automatically valid to Customer if Customer continues to use the service after the amendments and supplements take effect. In case Customer does not agree with these amendments and supplements, Customer has the right to request to close the account as prescribed in Point a Clause 3 Article 5 of this Contract.

3. If any dispute arises related to the Account opening, use and management, Customer and Sacombank will firstly resolve together through negotiation and conciliation. In case of unsuccessful negotiation or conciliation, the parties have the right to bring the dispute to a competent court in Vietnam for settlement.
4. The contract for opening and using the Account takes effect from the date Customer and Sacombank sign Customer's written request to open the Account (if the Account is opened at the counter) or Customer confirms its agreement to register to open the Account by electronic means and received notice from Sacombank about successful Account opening (in case of Online Account).

The Contract for opening and using an Online Account is made and stored in the form of electronic data and depending on Customer's request and Sacombank's ability to satisfy,

Customer can receive 01 copy of the Contract through one of the following methods: The following methods: (i) the Contract in the form of electronic data is sent via the email registered by Customer with Sacombank or Customer downloads the Contract through the website <https://khachhangthanhiet.sacombank.com> (ii) the paper contract is converted from electronic data and is sent directly to Customer when Customer requests at the counter (iii) Or other search methods deployed by Sacombank from time to time.

The English content in this document will be treated as a translation and used for reference only.