

GENERAL TERMS AND CONDITIONS

(These general terms and conditions are applicable to non-individual customer)

INTRODUCTION

The following general terms and conditions (these “**Terms and Conditions**”) are applicable to Non-Individual Customers (“you”, “your”, “yourself”, “Customer(s)”) of CIMB Bank (Vietnam) Ltd. (“we”, “us”, “our”, “Bank”, or “CIMB Vietnam”) with regards to the conducts of Account Holder (as defined below) to all accounts and services provided by the Bank.

These Terms & Conditions governing the accounts and services shall be subject to, governed by and construed in accordance with laws of Vietnam and the rules, regulations and guidelines of State Bank of Vietnam and other relevant regulatory bodies that have jurisdiction over the Bank.

By applying for opening an Account or use or continue to use any Account provided by the Bank, the Account Holder agrees to be bound by these Terms and Conditions. The specimen signature of the Authorized Signatory shall also be furnished to the Bank. These Terms and Conditions set forth herein and must be read together with the applicable Account Opening Documentation and the Bank Tariff.

These Terms and Conditions shall apply together with and supplement to any other specific terms and conditions (“Specific Conditions”) of any product or services provided by the Bank. If there is any inconsistency between these Terms and Conditions and those Specific Conditions, the Specific Conditions shall prevail to the extent of such specific products and services.

DEFINITION

“**Account**” means any account held by the Customer with the Bank which may be one of the following types: a current account (“**Current Account**”), a savings account (“**Saving Account**”), a term deposit account (“**TD Account**”) or a foreign currency account (“**Foreign Currency Account**”) and other accounts as provided by the Bank from time to time.

“**Account Holder**” means the owner(s) of the Account.

“**Account Statement**” means a statement of account information showing balance and transaction(s) for the Account which shall be sent for the period and via the channels as agreed by the Bank and the Customer.

Account Opening Documentation means any application form signed by or for and on behalf of the Customer in connection with the establishment of one or more Accounts as may be supplemented or varied from time to time.

“**Applicable Rate**” means the Bank’s then prevailing exchange rate or, if unavailable, such rate as reasonably determined by the Bank.

“**Authorised Signatory**” means, for each Account or service as provided by the Bank, the individual designated and whose signature has been registered by the Customer with the Bank via a mandate of account operation and banking services (the “**Mandate**”) or equivalent (as supplemented or amended from time to time) as a person who is authorised to give Instructions and/or otherwise conduct banking activities on the Customer's behalf.

“**Business Day**” means any day on which the Bank is opened for business.

Bank Tariff means any fee and charge schedule in respect of any fees for the opening, operation and maintenance of any Account or the provision of any Service.

“**CIMB Group**” means CIMB Group Holdings Berhad, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and “any member of the CIMB Group” has the same meaning.

“**Customer**” means the Account Holder and/or person who used the Bank’s services.

“**Cut-off Time**” means the latest time for the Bank to receive an Instruction from the Customer. Unless otherwise agreed with the Customer, the Cut-off Time is determined by the Bank at its sole discretion.

“**Force Majeure Event**” means any event beyond the Bank’s reasonable control, including, without limitation fire, flood, earthquake, storm or other natural event; strike or other labour dispute; war, insurrection, terrorism or riot; acts or failure to act by any competent authority; changes in law or any order of any competent authority; any failure, disruption or interference failure of any telecommunications, electricity supply and other utilities, any technical failures, disruptions or interference to any computer

system or equipment or any channel (whether caused by hardware or software); any failure, disruption or interference of any Services provided by the Bank of any third party or third party system. In these Terms and Conditions, Force Majeure Event shall be deemed to be a liability exemption event under the law.

“Joint Account” means an Account which is held in the name of more than one single Account Holder.

“Joint Account Holder” means the Account Holder(s) of a Joint Account.

“Instructions” means any instructions in writing or in any other forms (corresponding with each specific banking service) provided or purportedly provided by the Customer, including but not limited to instructions from an Authorised Signatory and received by the Bank directly or indirectly, via electronic means, telephone or other communication channel or device.

“Instrument” means any bill of exchange, promissory note, cheques, cash, note, bank drafts or other order for payment of money, negotiable instrument, payment remittance or other valuable items or instruments that the Bank issues, negotiates, pays or processes on Customer's behalf or that the Bank takes from the Customer for deposit or for discount, collection or acceptance or as collateral security.

“Phone Banking Services” means the services provided by the Bank to conduct any dealing on the Customer's Account as well as the utilization and obtaining of other banking services and information which the Bank may arrange from time to time upon the terms and condition imposed by the Bank, with or without the assistance of a staff of the Bank upon instruction of the Customer via the telephone.

“Services” refers to all or any of the services provided by the Bank including the provision of all banking facilities (included but not limited the accounts, and cash deposits), products and financial services, whether at any of its transactions offices, over the telephone, or through ATMs, internet banking, other electronic terminals, equipment or system or otherwise and “Services” shall refer to any, all or a combination of the services provided by the Bank, and the maintenance of the Bank overall relationship with the Customer, including marketing or promoting financial services or related products to the Customer, market research, insurance, audit and administrative purposes

“Transaction Record” means a written or electronic record of activity or information pertaining to an Account or Instruction which may be issued by the Bank and includes without limitation, all Statements of Account, receipts, transaction records or confirmations generated by the Bank.

1 USE OF ACCOUNTS/SERVICES

- 1.1 Applications to set up Accounts and Services shall be made in the forms and processes provided by the Bank, and are at the Bank's sole discretion. The Bank shall not be required to provide any reasons for declining to open any Account and/or refusing to provide the Services. The opening and operation of each Account shall be subject to these Terms and Conditions, any applicable law and the rules of any relevant authority.
- 1.2 The Customer shall comply with all the Bank's requirements in using Accounts and Services in accordance with these Terms and Conditions, and with and supplement to the Specific Conditions of any product or services provided by the Bank.
- 1.3 The Customer shall be responsible to provide the Bank with all information and documentation as the Bank may reasonably request from time to time, including as maybe required under laws and/or by agreements or arrangement with relevant government agencies and/or revenue authorities (whether local or foreign) to make inquiries about the Customer's tax status. The Customer acknowledges that all information provided to the Bank shall be accurate, complete, up to date and not misleading.
- 1.4 The Bank reserves the right to, up on giving notice to Customer by anyway the Bank deems appropriate (including but not limited to posting on the Bank's electronic platforms, publicizing at any public bulletins of the Bank), to revise, amend or cancel, in whole or part, any of these Terms and Conditions should the Bank at time to time prescribe additional terms and conditions in relation to any or all of its Account(s), and Services, and such additional terms and conditions shall be read together with these Terms and Conditions and shall be considered an integral part of these Terms and Conditions. If these Terms and Conditions contradict other additional applicable terms and conditions, these Terms and Conditions will override those other terms and conditions to the extent that there is a contradiction.
- 1.5 The acceptance and continuance of accounts and services will be entirely at the discretion of the Bank. The Bank also reserves the right to investigate illegal and improper use of any Account and Services and may close an Account, suspend Account

activity or otherwise limit or cancel the Services to ensure the compliance with these Terms and Conditions or any applicable laws.

- 1.6 The Bank reserves the right to stipulate and vary from time to time, the minimum amount of initial deposit required to open an Account.
- 1.7 A service charge as prescribed by the Bank on monthly basis will be imposed on the Account if its balance of any day in the month is less than the required minimum amount for each month as the Bank may prescribe from time to time.
- 1.8 Any forms or receipts signed by the Customer and any transactions electronically confirmed, validated and or effected by the Customer in relation to any transaction or matter under any account before, during or after the transaction or matter is carried out ('the above transactions') shall be deemed final conclusive and binding on the Customer. Not in derogation of the generality of the foregoing the Customer further agrees that the Bank's books and or records evidencing the above transactions shall also be deemed as final, conclusive and binding on the Customer.
- 1.9 Unless indicated or instructed otherwise in the Mandate for the relevant person by the Account Holder, any Authorised Signatories shall be deemed hereby as having the requisite authority of the Account Holder to request and/or instruct the Bank to effect or provide the Services.

2 CURRENCY OF ACCOUNT

- 2.1 Any debits and credits denominated in a different currency from that of the relevant Account shall be converted into the relevant currency at the Applicable Rate. Any charges incurred in connection with such conversion will be for the account of the Customer. The Bank is only obliged to effect a payment or a transfer of funds to or from an Account at the place where the Account is established and held.
 - (i) In respect of any Foreign Currency Account: the Bank assumes no liability for any diminution in the value of funds in any Account for any reason whatsoever (whether due to, inter alia, fluctuation in exchange rates, taxes or depreciation) or the unavailability of such funds on maturity due to restrictions on convertibility, requisition, involuntary transfers, moratoria, exchange controls or any Force Majeure Event;
 - (ii) If the country of origin of any currency restricts the availability, credit or transfers of any funds in that currency, the Bank will have no obligation to pay, from any Account, such funds in that currency. The Bank may (but shall not be obliged to) discharge its obligations with respect to such funds by paying to the Customer, at any time (whether before or after maturity), such funds in any other currency at any exchange rate and in any manner as the Bank may determine at its discretion. The Customer agrees that any such payment shall constitute good, valid and complete discharge of the Bank's obligations to the Customer with respect to such funds;
 - (iii) Without prejudice to Conditions (i) and (ii) above, the Customer acknowledges that all deposits in Foreign Currency Accounts are subject to fluctuations in prevailing market conditions which upon maturity will result in either gains or losses to earnings and/or investments; and
 - (iv) The Customer acknowledges that opening of any Foreign Currency Account may be subject to such terms and conditions as may be imposed by the Bank from time to time.

3 DEPOSITS AND RECEIPTS

- 3.1 The Customer shall operate the Accounts and conduct deposit and withdrawal transactions through the Accounts in accordance with the applicable laws. The Bank may refuse to accept a deposit to or to permit a withdrawal from an Account until the Bank is satisfied the deposit or withdrawal is lawful.
- 3.2 In connection with any cash deposited into any Account:
 - (i) Cash deposited into any Account will be subject to such limits as the Bank may specify and to be reported in accordance with State Bank of Vietnam's regulations. The Bank, at its sole discretion, shall be entitled to refuse any cash for deposit if the Bank is unable to satisfy itself as to the origin of any such cash.
 - (ii) Deposit slips shall not be considered valid receipts unless validated by the Bank's validating machine and/or by the stamp of the Bank's branch at which the deposit is made and duly accompanied by the signature of an authorised officer of the Bank. If the amount indicated on the deposit slip differs from that of the Bank's cash count, the Bank's cash count shall be final and conclusive.

3.3 In connection with any cheques and other monetary instruments deposited into an applicable Account:

- (i) Acceptance of any cheque and/or monetary instrument for credit into any Account shall be at the discretion of the Bank.
- (ii) All cheques and monetary instruments deposited are accepted by the Bank for collection only and may not be drawn against until and unless the cheques have been cleared and/or the Bank has received the proceeds. The Bank reserves the right to debit the Account in the event the item sent for collection is subsequently returned unpaid.
- (iii) Cheques and other monetary instruments, deposited and subsequently dishonoured, will be returned to the Account Holder at their last known address, at their own risk and expense.
- (iv) Inter branch deposits are allowed subject to prescribed charges, if any.
- (v) Cheques and instruments sent by mail for the credit of the account must be crossed.
- (vi) In the case of Joint Account(s), cheques payable to any of the Joint Account Holders can be deposited into the applicable Account, for which the Bank shall not be held liable for any damage or loss arising from payment of such proceed of cheques and such payments shall be binding on all Joint Account Holders, jointly and severally, whether or not such payments were made with the knowledge, acquiescence or authority of any other Joint Account Holder.
- (vii) The Customer indemnifies the Bank, as collecting banker, of any loss which the Bank may incur by reason of its guaranteeing any endorsements, discharge or discharges on any cheque, bill, note or other instruments presented by the Customer for collection and every such guarantee given by the Bank shall be deemed to have been given at the Customer's expressed request in every case.

3.4 In respect of any funds received by the Bank for the Account of the Customer:

- (i) Unless otherwise notified by the Bank to the Customer, any such funds shall be made available for use by the Customer in accordance with the Bank's usual policy and practice for receipt of funds;
- (ii) If any funds are in a currency in which the Customer does not have an Account, the Bank may, in its absolute discretion either (A) open a new Account in such currency for crediting such funds or (B) convert the sum received into a currency in which the Customer has an Account at the Applicable Rate;
- (iii) If the Customer instructs the Bank to deposit funds into a particular Account and the funds received by the Bank are in a currency which is different from that of such Account, the Bank shall convert the sum received into the currency of such Account at the Applicable Rate; and
- (iv) Where funds credited to any Account in anticipation of receipt of funds are not actually received by the Bank, or have been credited in error or as a result of fraud, or if the Bank is obliged to return funds credited to any Account or does not receive funds for the Customer's credit on the date advised by or on behalf of the Customer or if the Bank has reasonable grounds for doing so, the Bank shall be entitled to debit any Account with the amount previously credited (where applicable, converted at the Applicable Rate) together with any applicable charges, interest and commissions

4 WITHDRAWALS AND PAYMENT

4.1 Any withdrawals to be made from any Account may be subject to such requirements of the Bank and/or subject to the prevailing practice of the Bank, and/or subject to such proof of identity as the Bank may require. Withdrawal from any Account shall be subject to the available funds in the Account. The Bank may, in its sole discretion, allow a withdrawal of funds which are not available in the Account provided that the Bank may exercise recourse against the Customer and the Customer will be liable for the value of the relevant debit to such Account.

4.2 The Bank may, with special arrangement with the Customer and at its sole discretion, allow withdrawal in the Account that may create an overdraft or increase of overdraft beyond any specified overdraft limit. In the event of the Account being overdrawn or being utilized beyond the agreed overdraft limit in situations where prior overdraft arrangement or increase of overdraft limit has not been agreed by the Bank, all overdrawings, together with interest, commissions and charges, will be

immediately repayable upon request by the Bank. The Customer shall be and shall remain liable to the Bank in respect of each such amount so charged and shall pay on demand any overdraft together with such amount so charged.

- 4.3 An Instruction, once issued and accepted by the Bank, cannot be withdrawn, cancelled or amended unless by special arrangement with the Bank at its sole discretion.
- 4.4 Unless specified by the Customer in any Instruction, the Bank may determine the order of priority of any payment in any Instruction.
- 4.5 Notwithstanding any Instruction by the Customer to the contrary, the Bank reserves the right to use any third party system and any third party in the execution of any fund as transfer Instructions and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances. In connection with any funds transfer Instruction, the Bank and any third party may rely upon the identifying number of the beneficiary, the beneficiary's bank or any third party included in the funds transfer Instruction. The Customer shall be responsible for the consequence of any inconsistency between the name and identifying number of any party in such funds transfer Instruction.
- 4.6 In connection with any funds transfer Instruction, the Bank and any third party may rely upon the identifying number of the beneficiary, the beneficiary's bank or any third party included in the funds transfer Instruction. The Customer shall be responsible for the consequence of any inconsistency between the name and identifying number of any party in such funds transfer Instruction.

5 PHONE BANKING SERVICES

- 5.1 The Customer may use the Phone Banking Services to: perform types of banking services as the Bank may from time to time allow and introduce.
- 5.2 The Customer's use of the Phone Banking Services shall be conducted on the basis of the Customer being assigned a security password for the Phone Banking Services. The Bank may, as an alternative for the security password for the purpose of identifying the Customer, request the Customer to provide pre-set answer(s) to specific security question(s) (the "security questions"). For the purpose of the Phone Banking Services, the Customer agrees that any Instruction given upon correct answers to the security questions shall be deemed to have been given together with the security password for the Phone Banking Services.
- 5.3 The Customer hereby:
 - (i) Acknowledges that the security password for Phone Banking Services shall be collected by the Customer at the Bank's office or as arranged by the Bank. Any person collecting the security password on behalf of the Customer and purporting to be duly authorized in writing by the Customer shall be deemed by the Bank to be authorized.
 - (ii) Agrees that the Bank is expressly authorized to act on any Instruction given through the use of the Phone Banking Services where such Instruction is given together with the security password; (ii) the Bank shall be entitled to treat such Instruction as valid and correct and given by the Customer; (iii) the Bank shall not be liable for acting upon such Instruction and (iv) the Bank shall not under any duty to seek any verification other than the security password and shall not be under a duty to verify the identity of the Customer;
 - (iii) Undertakes to keep the security password strictly confidential at all times and agree not to disclose the same to any third party or any unauthorized person under any circumstances and confirm to not keep the security password in any place or manner which would enable a third party or any unauthorized person to have access to the same. The Customer is requested not to substitute the security password supplied to him/her by the Bank with a number which correspondent with the Customer's telephone number, personal identity or passport number, date of birth or other similar identification number which could facilitate an unauthorized person uses an Instruction. In the event that the Customer's security password to effect an Instruction used by an unauthorized person, the Customer shall immediately notify the Bank and agree to co-operate and provide reasonable assistance to the Bank, the police and any other person the Bank may consider appropriate for the purposes of conducting an investigation. The Customer understands and agrees that he/she shall hold the Bank harmless and keep the Bank indemnified in respect of any transaction undertake by or any amount transferred by the Bank pursuant to an Instruction if the transaction or the transfer of the underlying funds was made through an instruction given together with the Customer's security password before the Customer notified the Bank. Accordingly, the Bank will not be liable for any loss (direct or consequential) arising from the use of the Phone Banking Services until such time as the Bank receives such notification. Upon receiving such notification from the Customer, and shall not be liable for any loss incurred as a result;

- (iv) Acknowledges that the Bank shall not be liable for any damage incurred by the Bank acting in compliance with any Instruction given together with the security password through the use of Phone Banking Services unless such loss or damage is directly caused by gross negligence of the Bank or its employees and agents acting with the scope of their authority.

- 5.4 The Bank shall keep a system-generated record of all transactions conducted by the Customer using the Phone Banking Services and that transaction and/or associated charges (if any) will also be recorded on statements of account, which will be sent to the Customer pursuant to the Term and Conditions unless otherwise requested. The Customer agrees that the Bank may record any conversations in relation to any purported use of the Phone Banking Services.

6 INTEREST RATE / INTEREST PAYMENT

- 6.1 Interest, if any, at such rates as the Bank may specify, may be paid on eligible Current and term Accounts, in accordance with the prevailing practice of the Bank. In the event of change of rates by the Bank, notification of such change shall be prominently displayed at the Bank's public bulletins and websites.
- 6.2 Interest at such rates as the Bank may specify shall be paid on the TD Account, in accordance with the prevailing interest rates prescribed by the Bank and as specifically informed to the Customers.
- 6.3 Any interest or fees that are payable in respect of any Account or Service shall only be payable subject to such limits and restriction as are imposed by the Law or the State Bank of Vietnam from time to time.
- 6.4 Withholding tax, wherever applicable, at the prescribed rate shall be deducted for all interest payments.
- 6.5 The Bank reserves the right to change the interest rates or interest structure on all Accounts from time to time without prior notice to Customers.

7 INSTRUCTIONS

- 7.1 The Customers shall be responsible to advise the Bank in writing any changes in relations to the operation of Accounts and Services. Changes shall be effective 03 (three) Business Days after the Bank's receipt of written Instruction(s) and other supporting documents if needed from the Customer, unless otherwise agreed by the Bank.
- 7.2 The Customer agrees to do all things necessary to ensure that each Authorised Signatory is at all times duly appointed and properly authorised to give all Instructions issued by them. The Customer hereby directs the Bank to accept without any further clarification and rely upon all Instructions that reasonably appear, or the Bank believes to have come from an Authorised Signatory as valid, duly authorised and binding upon the Customer for the direction of the Accounts and carrying out any transactions with the Bank. Notwithstanding the foresaid agreement of this Clause, the Bank reserves the right to refuse any electronic means or telephone Instructions in its sole discretion.
- 7.3 The Bank will process any Instructions on the payment date specified by the Customer, provided the Instruction has been received by the Bank prior to the relevant Cut-off Time, the payment is within any processing limits set by the Bank or threshold or authorisation limits set by the Customer (where applicable converted into the relevant currency at the Applicable Rate) and the Account has sufficient funds or adequate credit arrangements in place to make the payment specified in the Instruction.
- 7.4 If an Instruction is received on or specifies a payment date falling on a non-Business Day, the payment will be processed on the next Business Day, unless otherwise agreed between the Bank and the Customer.
- 7.5 The Bank reserves the right to levy service charges, whether applicable, determined by the Bank from time to time for executing each and every Instruction.
- 7.6 The Customer shall keep the Bank fully indemnified from and against all losses, claims, actions, proceedings, demands, damages, costs and expenses which may at any time or times be incurred or sustained by the Bank of whatever nature and

howsoever arising out of or in connection with the issue of and/or the Bank complying with any stop payment instruction and/or the Bank's exercise of any right whatsoever to which the Bank may be stated to be entitled in connection there with.

- 7.7 The Bank reserves the right to refuse to comply with any instruction given to it by the Customer until the Bank is satisfied that the instruction is in compliance with the laws of Vietnam and/or the Bank's rules applicable from time to time, and the Bank shall bear no liability for doing so.

8 BANK TARIFF

- 8.1 The Customer agrees that the Bank shall be entitled to impose fees and charges for any of its Services provided to the Customer, in accordance with the prevailing practice of the Bank.
- 8.2 Such fees and charges (including but not limited to VAT) shall be borne by the Customer. The fees and charges stated in these Terms and Conditions are stated inclusive of VAT, where applicable.
- 8.3 The Bank may debit such fees and charges to the Customer's Account without obtaining further authority from the Customer notwithstanding that such debiting would result in or increase a debit balance in such Account. The Bank reserve the right to change all fees and charges applicable to the Account without prior notice and notification of such change shall be communicated via advertisement displayed at the Bank's banking halls and websites.
- 8.4 Unless otherwise agreed with the Bank, no invoice for any fees, charges and expenses will be issued by the Bank. Any such fee, charge or expense deducted from an Account shall be reflected in the relevant Account Statement.

9 COMMENCEMENT, RENEWAL/ROLLOVER OF TERM DEPOSIT ("TD")

- 9.1 Upon the Customer's request for commencement of a TD, the Bank shall issue an email confirmation of commencement of the TD which sets out the amount, applicable interest rate and maturity date of the TD and such other information in accordance with the Bank's prevailing practice. The Bank's issue of the confirmation by email shall be deemed acceptance of the Customer's offer to commence the TD with the terms as specified in the confirmation and upon which the relevant amount shall be deposited in the TD Account.
- 9.2 The amount deposited on TD Accounts shall be repayable upon the maturity date or periodically, as stated on the advice of receipt issued by the Bank, together with interest up to that date at the specified rate. Partial or premature withdrawals are not permitted unless specifically allowed by the Bank at its sole discretion. Such withdrawal shall be subject to penalty charges and interest rate as determined by the Bank at its own discretion.
- 9.3 The Account Holder must give instruction for the renewal/rollover at the time of placement of the TD or at anytime before maturity. In the absence of such renewal/rollover instruction, the Bank may (but is not obliged to) renew the TD Account automatically on the date or each date of maturity by placing, as a fresh deposit, the principal plus accrued interest for such period as it deems fit or as permitted under the applicable laws.

10 FREEZING AND CLOSURE OF ACCOUNT

10.1 FREEZING OF THE ACCOUNT

- (i) Without prejudice to and not in derogation of any other rights which the Bank may exercise to freeze the Account at any time pursuant to or by virtue of any laws, court orders, regulations and or enactments the Bank shall be entitled at any time, at its sole and absolute discretion and without any prior notice to the Customer to refrain from effecting or carrying out any instruction or transaction under the Account including but not limited to the acceptance of any monies or deposits or cheques or any other instruments for collection and or for credit into the Account ("**Freezing of the Account**") upon the occurrence of any once of the following events:
- the Bank being notified that the Customer has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/ or a creditor's petition for bankruptcy as the case may be has been filed or presented against the Customer ("**the Account Holder's insolvency matters**");
 - in relation to the Account which is maintained by a partnership or a company or an association or a statutory body upon the Bank receiving any opposing or adverse or conflicting claims or instructions relating to the Mandate in respect of the Account and / or payment of any cheques or any other instrument or payment of any monies out of the Account from any partners or directors or office bearers or executive committee members or from any persons alleging to be partners or directors or office bearers or executive committee members of the partnership or the company or the association or the statutory body as the case may be which maintains the Account ("**the Account Holder's internal dispute**")

- if the Bank being notified and requested by any competent authority of Vietnam, including but not limited to the State Bank of Vietnam, the Public Security Authorities, the People’s Procuracy and the People’s Courts, (“**the relevant authorities**”) to refrain from performing any transaction under the any Account as abovementioned regardless of whether the relevant authorities have the legal or valid authority to so request the Bank (“**directives of the relevant authorities**”).
 - [if the Bank determining that closure of the Account is necessary to comply with any applicable sanctions imposed by the laws of any jurisdiction applicable to it or CIMB Group.]
- (ii) The Freezing of the Account shall cease or be lifted upon the occurrence of any of the following events:
- a. In respect of the Account Holder’s insolvency matters, it shall be shown to the satisfaction of the Bank by the Account Holder with appropriate evidence that the bankruptcy notice or the petition for winding up or the creditor’s petition for bankruptcy has been validly withdrawn by the petitioner or dismissed by the court or upon the Bank being served with an appropriate court order sanctioning or ordering the lifting of the Freezing of the Current Account;
 - b. In respect of the Account Holder’s internal dispute, the same has been settled as between all parties concerned and a statement in writing to that effect signed by all parties concerned has been served on the Bank requesting for the unconditional lifting of the Freezing of the Account or in the alternative a court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the Account;
- (iii) In respect of the directives of the relevant authorities, the Bank has been informed in writing by the relevant authorities to effect the lifting of the Freezing of the Account or in the alternative an appropriate court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the Account. In freezing the Account pursuant to these Terms and Conditions including any action which may be taken by the Bank such as returning any cheques or other instruments whether deposited for collection or payment as provided herein the Customer agrees that the Bank shall not be held liable for defamation and or for breach of contract and or for any losses, damages, expenses, costs or charges which may be claimed against the Bank by the Customer or by any other person based on whatsoever grounds and regardless of whatsoever remarks which may be assigned by the Bank for the return. In connection therewith the Customer further agrees and undertakes to keep the Bank fully indemnified against any claims for damages, losses, expenses, charges and costs (legal or otherwise) which may be made against the Bank by any other person.
- (iv) The Customer further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank’s action in Freezing of the Account herein or should the Bank before or after the Freezing of the Account commence any suit against any party including the Customer for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges and costs (legal or otherwise) which may be awarded by the court against the Bank or which the Bank may incur shall be fully indemnified by the Customer.
- (v) In so acting pursuant to any terms, conditions and provisions herein the Customer agrees that the Bank shall not be held liable or responsible for any losses, damages, expenses or costs whatsoever which may be claimed against the Bank on the grounds that the Bank has not been served with notification of the relevant events mentioned in Clause 10.1(i) by reason of the notification being irregular, invalid, erroneous, mistaken, void or by reason of any other grounds.

10.2 CLOSURE OF ACCOUNT

- (i) The closure request must be in writing or alternative methods which are accepted by The Bank. For Joint Accounts, the closure of the account shall be in accordance with the terms and/or conditions of the mandate given to the Bank by the Customer.
- (ii) The Bank reserves the right to close any of the accounts falling under the following categories:
 - the Bank receives a written request to close the account from the Customer;
 - the Customer is declared bankrupt or wound up;
 - the Customers breach any obligations under these terms and conditions or any other undertakings given to the Bank;
or
 - in any other cases as provided for by the laws of Vietnam;
 - any Account that does not meet the minimum balance as required by the Bank from time to time;

- any Account that continues to remain overdrawn due to service charges.
 - any Account that, in the opinion of the Bank, has been unsatisfactorily conducted.
- (iii) In addition to the Bank's rights contained in Clause 10.2(ii) above, the Customer agrees that the Bank reserves the right to close any Account at the absolute discretion of the Bank without the necessity to give any reasons, by giving a notice not less than 60 days prior to the date of such closure to the Customer.
- (iv) The Customer shall comply with all the Bank's requirements, if any, for the closure of the Account.
- (v) The Bank reserves the right to levy service charges, where applicable, determined by the Bank from time to time for executing the closure of the Account.

11 INACTIVE/ DORMANT ACCOUNTS /UNCLAIMED MONIES

- 11.1 Accounts with no debit and/or credit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by Account Holder to the Bank) for 180 days or more will be deemed as dormant accounts.
- 11.2 For Account which has been classified as dormant pursuant to Clause 11.1 above, no credit and/or debit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by Account Holder to the Bank) on the Account shall be allowed unless and until the account has been reactivated pursuant to Clause 11.3 below.
- 11.3 To activate a dormant account, the Customer must initiate the following at any of the Bank's branches:
- (i) an over the counter debit cash cheque transaction, subject to verification of the identity of the Customer; or
 - (ii) a cash deposit, subject to verification of the identity of the Customer electronically.
- 11.4 The Bank reserves the right to levy service charges, where applicable, determined by the Bank from time to time for maintaining dormant and/or unclaimed accounts.

12 TRANSACTION RECORD AND NOTIFICATION

- 12.1 A monthly account statement will be issued by the Bank and sent via registered email to the Customer, listing out the transactions during the period.
- 12.2 The Customer is required to review the transactions recorded in the transaction history or statement made available online and/or the monthly account statement and notify the Bank of any errors, irregularities, discrepancies, claims or unauthorized debits or items. If the Customer fails to inform the Bank of the non-receipt of the statement and obtain the said statement or does not notify the Bank of any errors, discrepancies, claims or unauthorized debits or items in the transaction history or statement made available online and/or the monthly account statement within 15 days from the date of posting of the transaction online or the date of the statement, as the case may be, the Customer shall be deemed to have conclusively accepted all the entries contained in the statement made available online and/or monthly statement, as the case may be, as true and accurate in all respects.
- 12.3 The Bank may not issue and or make available the account statement if the account is dormant or inactive for a period as determined by the Bank. The Bank may also discontinue issuing and/or making available the account statements if the statement is unclaimed or undeliverable for any reason.

13 JOINT ACCOUNTS (Applicable to Joint Accounts in the names of two or more Account Holder)

- 13.1 All agreements, obligations, powers, authorities and liabilities herein contained in these Terms and Conditions shall be deemed to be joint and several. Each Joint Account Holder is liable for all obligations under the Joint Account. No Joint Account Holder may make or enforce any claim or right against any other Joint Account Holder in competition with the Bank, whether in respect of any payment under the Joint Account or otherwise; and no Joint Account will take the benefit (in whole or in part

and whether by way of subrogation or otherwise) of any rights of the Bank in connection with the Joint Account. The Bank shall discharge its obligation by notifying any named in the Joint Account.

- 13.2 The Joint Account Holders have equal rights and obligations toward their Joint Account and the use of the Joint Account must be consented by all Joint Account Holders.
- 13.3 The Joint Account Holders may authorize each other or other persons to use and dispose of their Joint Account within the ambit of their rights and obligations. The authorization must be made in writing.
- 13.4 The Joint Account Holders shall jointly and severally undertake to indemnify and hold the Bank harmless against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any authorization issued by any of the joint Account Holders.
- 13.5 In the event of bankruptcy or otherwise legally incompetent to operate the joint account of any of the Joint Account Holders, the right to use the joint account and obligations arising from the use of such joint account shall be settled in accordance with the laws of Vietnam or any other legislation of a similar nature. In any circumstances, the bankruptcy or incompetence to operate of one Joint Account Holder will not affect the liability of another Joint Account Holder.

14 RIGHT OF SET-OFF AND RIGHT OF DEBIT

- 14.1 The Bank reserves the right to combine, consolidate any Account of the Customer maintained with the Bank and or set off and or transfer, without prior notice to the Customer, any credit balance in the Accounts in or towards satisfaction of any of the Customer's liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint, incurred in the capacity as a Customer and or surety and or indemnity or and or security provider, or in other currencies ('the Indebtedness'). Pending the Bank effecting the said set off, the Bank shall have the right to withhold and or suspend payment of any monies from the credit balance of the Accounts. For avoidance of doubt, the Customer agrees that the Bank's right of withholding or suspension of payment and or set off are applicable to and can be exercised by the Bank where or in respect of (a) Joint Account and or any other joint accounts of the Customers where the credit balance thereof are being utilized to set off indebtedness incurred to the Bank by any one or more of the joint account holders and or by any one or more of the joint account holders with any other persons and whether the said indebtedness incurred to the Bank are actual, contingent, primary, collateral, several, joint, incurred in the capacity as borrower and or surety and or indemnity or and or security provider; (b) the Bank had been notified that the account holder and or any one or more of the joint account holders had committed an act of bankruptcy and or a bankruptcy notice and or petition for bankruptcy or winding up had been filed against the account holder and or any one or more of the joint account holders; (c) the Bank had been notified that the account holder or any one or more of the joint account holders had been declared as a bankrupt or wound up; and (d) the Bank had been notified of the death of the Customer or the death of any one or more of the Joint Account Holders.
- 14.2 The Customer irrevocably authorizes the Bank to debit the Account for the purpose of effecting payment, repayment and or reimbursement to the Bank and or effecting payment and or repayment of the relevant amount to third parties under or arising out of the following:
- (a) fees, costs, expenses, charges payable in relation to the account pursuant to the terms herein and or howsoever incurred and or charged by the Bank in relation to any services provided by the Bank to the Customer;
 - (b) taxes (including, without limitation, goods and services tax), stamp duty and any other levies or charges which are imposed by the government and payable by the Customer in respect of the Account and or any other services or facilities provided by the Bank to or for the benefit of the Customer;
 - (c) loss and or damage howsoever suffered or incurred by the Bank in carrying out any requests and instructions of the Customer and or in providing the services in relation to the Account as provided in the terms herein;
 - (d) amounts arising from any indemnities and or guarantees given by the Customer in favour of the Bank in relation to the provision of any services and facilities by the Bank to the Customer pursuant to the terms herein;
 - (e) payments made, transferred or credited into the Account by virtue of the Bank's error and or by virtue of the claim of any third parties that the relevant amount had been mistakenly paid by the third party into the Account and or by virtue of the claim of the third party that he or she had been deceived, defrauded or misled into making the payment into the Account and or by virtue of any of the Bank's operational and or systems errors or malfunctioning and or any other causes which is or are beyond the Bank's reasonable control;
 - (f) cheques and or any other money instruments which were subsequently dishonoured due to whatsoever reasons and where the proceeds of these cheques and or money instruments were credited by the Bank into the Account earlier;

- (g) sums credited into the Account as a result of any suspicion of any tampered instrument/ instructions/ fraudulent transaction, whether with or without the Customer's involvement;
- (h) payments under the Account which are requested to be paid by the competent authorities of Vietnam pursuant to any applicable law in force from time to time;
- (i) legal fees, disbursements expenses and costs (on a solicitor- client and full indemnity basis) incurred by the Bank in relation to any:
 - recovery of any indebtedness under any facilities or loans granted by the Bank to the Customer;
 - garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the Account and or any other accounts of the Customer maintained with the Bank;
 - interpleader or any other court proceedings filed by the Bank in respect of the Account and or any other accounts of the Customer maintained with the Bank;
 - injunction or any other court proceedings initiated against the Account and or any other accounts of the Customer maintained with the Bank, whether or not the Bank is named as a party; and
 - legal proceedings filed against the Bank by the Customer or any other party involving the Account and or any other accounts of the Customer maintained with the Bank and where the Bank is successful in its defence of the said legal proceedings.
- (j) advance payments paid to the Customer and or any third party under any arrangement entered into between the Bank and the Customer and or under any facility granted by the Bank to the Customer.

14.3 Pending the debit of the Account pursuant to Clause 14.2, the Bank shall have the right to withhold and or suspend payment of any monies from the credit balance of the Account.

15 LIMITATION OF LIABILITY

15.1 The Bank shall not be responsible for and the Customer shall fully indemnify the Bank and hold the Bank harmless against all losses, costs, expenses, taxes (including without limitation VAT) or duties which may be incurred by the Customer or the Bank in connection with any or all of the accounts whatsoever or the Bank's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorized) or if any of the Customer's accounts or any part thereof is reduced or frozen by any government or official authority.

15.2 The Customer further agrees that all funds, monies, securities and other whatsoever valuables and properties belonging to the Customer and deposited with the Bank under the Account and or any other accounts of the Customer ('the Properties') shall automatically become security to the Bank and the Bank shall be entitled to (i) set-off and or debit any monies comprised in the Properties for the purpose of effecting payment of any liabilities incurred by the Customer to the Bank as provided under the provisions of Clause 14 herein (ii) retain or withhold the properties and/or presented for payment under the Account until the Customer's liabilities to the Bank provided herein are fully settled with the Bank.

16 NO ASSIGNMENT AND SECURITY INTERESTS

The Customer may not without the written consent of the Bank assign and or create any security interest over the rights, titles, benefits and interests of any Account including but not limited to all monies maintained thereunder in favour of any person other than security interests created in favour of the Bank.

17 DISCLOSURE OF INFORMATION

17.1 The Customer agrees and acknowledges that the Bank is authorised to disclose any information regarding the Customer (including, without limitation, relating to any of their transactions, financial condition, Account(s) and Services) to any or all of the following subjects:

- (i) any actual or proposed assignee of the Bank, or participant or sub-participant in or transferee of any of its rights in relation to the Customer under a duty of confidentiality to the Bank or any CIMB Group Member;
- (ii) the Bank's head office, offices, branches, subsidiaries, associated or affiliated entities ("CIMB Group Members"), employee or agent of the Bank;
- (iii) any auditors or professional advisers of the Bank or any CIMB Group Member under a duty of confidentiality to the Bank or any CIMB Group Member;

- (iv) any agents or third party service providers of the Bank or any CIMB Group Member who are under a duty of confidentiality to the Bank or any CIMB Group Member;
- (v) any relevant authority or other person with lawful or regulatory authority as the Bank shall in its absolute discretion deem necessary or desirable from time to time;
- (vi) any person when required to do so pursuant to subpoena or other court process issued out of any applicable jurisdiction;
- (vii) any person when otherwise required to do so in accordance with the laws of any applicable jurisdictions; and
- (viii) any local or foreign authority with whom the Bank or any CIMB Group Member has an agreement or arrangement which requires customer or Account information to be disclosed, whether the disclosure is made directly by the Bank or through another CIMB Group Member.

17.2 The Customer also agrees and acknowledges that any CIMB Group Member may transfer any of the above information to any party referred to above to whom it is authorised to disclose the same notwithstanding that such party's principal place of business is outside of the Customer's country of domicile or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of the Customer's country of domicile.

18 TRANSFER

The Bank may assign, novate, transfer or otherwise deal with all or any of its rights and/or obligations under the transaction executed with the Customer hereof without the Customer's (or any other person's) consent. The Customer agrees to comply with any reasonable request the Bank may have to give effect to such assignment, novation or transfer, including executing any documents or performing any action as the Bank may require in this regard.

19 MISCELLANEOUS

- 19.1 All communication sent by the Bank by electronic mail and or short messaging service (SMS) and or by post to or left at the Customer's address last registered with the Bank, shall be deemed as delivered to and received by the Customer.
- 19.2 In the event of complaint relating to any Account, the Customer may lodge a note with the respective CIMB centre or branch at which the Account is maintained. Should the explanation or resolution provided by the CIMB centre or branch not be to the satisfaction of the Customer, the Customer may contact the Bank's Customer Resolution Department bearing the following address, telephone, facsimile numbers and e-mail address (or bearing such other address, telephone, facsimile numbers and e-mail address which the Bank may change by notification to the Customer): *[to insert the CIMB Vietnam Customer care center and address, cimbcare@cimb.com.*
- 19.3 These Terms and Conditions shall be in the English language and Vietnamese. In the event of any conflict between the English text and the text in Vietnamese, the Vietnamese text shall prevail.

20 DECLARATION

The Customer confirms having read, understood and agreed to be bound by the General Terms and Conditions. The Customer also agrees that the General Terms and Conditions along with the forms for opening the Account(s) and other terms and conditions provided by the Bank to the Customer in connection with any banking services shall constitute a valid, binding contract as between the Customer and the Bank.

21 ANTI-MONEY LAUNDERING

- 21.1 Notwithstanding any other provision contained in these Terms and Conditions to the contrary, the Bank is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to the Bank.
- 21.2 The Customer must forthwith provide to the Bank all information and documents that are within their possession, custody or control reasonably required by the Bank in order for the Bank to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to the Bank.
- 21.3 The Customer agrees that the Bank may disclose any information concerning the Customer to any law enforcement entity, regulatory agency or court where required by any applicable laws.
- 21.4 The Customer agrees to exercise their rights and perform their obligations under these Term and Conditions accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations.
- 21.5 The Customer declares that the Customer is acting on its own behalf and not in a trustee or agency capacity unless otherwise disclosed to the Bank.