

COUNTRY SCHEDULE VIETNAM

1. APPLICATION

- 1.1** This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out country specific terms on which the Bank provides its Customer with one or more Accounts or Services in Vietnam.
- 1.2** This Country Schedule supplements the ANZ General Banking Conditions. Capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

2. ANZ GENERAL BANKING CONDITIONS

- 2.1 Definitions.** The term "Force Majeure Event" where referred to in the Agreement shall be deemed to be a liability exemption event under the laws of Vietnam.
- 2.2 Set-Off.** For the purposes of effecting any set-off under the Agreement, any obligation of the Customer shall become immediately due and payable.
- 2.3 Modifications.** The Bank may amend, modify or supplement the provisions of the Agreement or vary or change any Account or Service at any time on thirty (30) days' notice in writing or by way of electronic communication (including by any Electronic Banking Channel), notice in the media, notice on the Bank's website or by any other method permitted by Law and, unless the Customer notifies the Bank before the stated or prescribed effective date of the variation that such variation is unacceptable, the Customer accepts and agrees to such variation. Notwithstanding the above, the Bank will not give the Customer prior notice:
- (a) where the changes are outside the Bank's control, except to the extent such notification is otherwise required by Law;
 - (b) where the changes are required by Law to take immediate effect, in which case they will take effect immediately; or
 - (c) of a change to an interest rate or other variation subject to market fluctuations or external references.
- 2.4 Inconsistency.** In the event of any inconsistency between the English version and Vietnamese version of the Agreement or any document forming part of the Agreement, the English version shall prevail unless otherwise required by law.
- 2.5 Payment Obligation.** The Bank's obligation to pay the Customer any amounts or repay any deposits in respect of an Account is an obligation of the relevant Bank Group Member or, where applicable, branch of such Bank Group Member, in the country where the Account is held. Accordingly, unless otherwise stated, no Bank Group Member shall be required to pay or repay any amounts or deposits at its head office or any of its branches or offices outside the country or territory where the relevant Account is held.
- 2.6 Electronic Banking Channel.** The Customer acknowledges and accepts that, despite any security measures that might be taken by the Bank, the internet is an open network and, consequently, (i) information transmitted thereon is subject to risks of misappropriation; (ii) there is a risk to system programs and files of intrusion, piracy of data and contamination from computer viruses through the internet; and (iii) it is the responsibility of the Customer to take all appropriate measures to protect its systems and data in view of such risks.

- 2.7 Customer's Enquiry.** The Customer may contact the Bank for any enquiry in relation to the Accounts and the Services in accordance with the procedure set out by the Bank in accordance with the Laws. The Customer agrees to provide the Bank with all information and supporting documents as the Bank may reasonably request from time to time for the purpose of the Bank's action in response to the Customer's enquiry.

2.8 Clause 3.3 of the General Banking Conditions – Currency of Account

Unless otherwise agreed by the Bank and the Customer, any debits and credits denominated in a different currency from that of the Account or currency of the relevant transfer request shall be considered spot foreign exchange transactions, of which the value date is the payment processing date and the spot exchange rate is the Applicable Rate. The Bank and the Customer agree that the Bank's processing of Customer's payment request or the transfer request to the Account will be considered the Bank's confirmation of the relevant spot foreign exchange transaction and that the transfer instruction and the Bank's confirmation will constitute agreement between the Customer and the Bank on such foreign exchange transaction.

With regard to foreign exchange transactions between the Bank and the Customer, the Customer is required to comply with following requirements:

- (a) the settlement date for the foreign exchange transaction is in line with the payment obligation as agreed with the Customer's overseas supplier or vendor in the corresponding goods sale and purchase agreement and complies with the regulations on foreign exchange control of the State Bank of Vietnam,
- (b) none of the documents submitted to ANZ has ever been submitted to ANZ (and/or any other banks) for purpose of buying foreign currency or overseas payment, except for submission to ANZ for partial payment (if any), and
- (c) the total amount of foreign currency bought from ANZ (and other banks) shall not exceed our payment obligation under supporting documents presented to ANZ (and/or any other banks) and the Customer shall use such foreign currency amount for the exact purpose as declared with ANZ.

2.9 Clause 3.6 of ANZ General Banking Conditions – Withdrawal and Payments

The following paragraph shall be added to the end of sub-clause (a) of Clause 3.6 – Withdrawal and Payments:

(xiv) In the case of buying and transferring foreign currency abroad for the purpose of one-way remittance or the payment, money transfer for other current transactions, the Customer acknowledges and undertakes that the purchase and transfer of such foreign currency amount overseas is in accordance with the prescribed amount of foreign currency to purchase and transfer overseas as specified in the State Bank of Vietnam's guidance for one-way money transfer from Viet Nam to overseas, and the payment or the money transfer for other current transactions by residents being organizations or individuals.

2.10 Clause 5.2 of ANZ General Banking Conditions – No Invoice

Unless otherwise agreed with the Bank, no invoice for any commissions, fees, charges and expenses will be issued by the Bank and any such amount owed by the Customer may be debited from an Account of the Customer.

2.11 Clause 6.3 of ANZ General Banking Conditions – Suspension

The following Sub-clause shall be added to the end of Clause 6.3:

- (h) Upon a decision or written request of a competent authority in accordance with the Laws.

2.12 Clause 11.2 of ANZ General Banking Conditions – Transfer by Bank

The Customer by this Clause agrees in advance that the Bank may assign, novate, transfer or otherwise deal with all or any of its rights and/or obligations under the Agreement (the "Transfer") without any further consent from the Customer (or any other person) at the time of the Transfer. The Customer agrees to comply with any reasonable request the Bank may have to give effect to the Transfer including executing any documents or performing any action as the Bank may require in this regard.

2.13 APS222 Disclosure. ANZ Bank (Vietnam) Limited (ANZVL) is a subsidiary of Australia and New Zealand Banking Group Limited (ANZBGL). ANZBGL is incorporated in Australia, and is an authorised deposit taking institution (Bank) under Australian law. ANZVL is incorporated and licensed in Vietnam with limited liability, and is not a Bank under Australian law. Deposits or liabilities with ANZVL are not deposits or other liabilities of ANZBGL or its related group companies, and none of them stand behind or guarantee ANZVL.

2.14 Clause 4.2 of ANZ General Banking Conditions – Transfer by Bank shall be amended as below:

4.2. Discrepancies. The Customer shall verify the correctness of each Account statement, confirmation advice or report received from the Bank and, unless the Customer informs the Bank in writing within 60 days (or a shorter period according to the Bank's term deposit terms and conditions or as otherwise agreed between the Customer and the Bank) of the date of each Account statement or confirmation advice of any error, irregularities, omissions, inaccuracies or discrepancies in the entries therein, such entries shall be deemed correct and shall be binding unless there is a manifest error or any willful misconduct or fraud on the part of the Bank. Upon expiry of such time-frame, the Bank shall not be liable for dealing with any Customer's complaints relating to each Account statement, confirmation advice or report stated above.

2.15 Disclosure of Information

New clause 9.2 shall be added to Clause 9 of ANZ General Banking Conditions as below:

9.2. Personal Data Protection

The Customer acknowledges and undertakes that:

- (a) The Customer and all relevant persons including but not limited to the Customer's founders, beneficial owners, ultimate beneficial owners, directors, legal and authorized representatives, employees, agents, consultants, and contractors, and those of the Customer's associated entities such as employees and authorized representatives of the Customer's group companies, subsidiaries, or partnerships (collectively "Data Subject") whose Personal Data may be shared with and/or processed by the Bank from time to time, have read and fully understood the Privacy Notice of the Bank published on the Bank's website at <https://www.anz.com/institutional/global/vietnam/en/disclosures#personal-data-protection> (the "Privacy Notice").

- (b) Where a consent is required under applicable laws on personal data protection, the Customer has been duly authorized by each Data Subject and hereby grants, on behalf of the Data Subject and in accordance with such an authorization, valid consent for the Bank's processing of the Data Subject's Personal Data as described in the Privacy Notice and will at all times sufficiently notify the Data Subjects of the Bank's Personal Data processing activities as can be updated from time to time.

- (c) The Customer will notify the Bank if the Data Subjects would like to exercise their rights, including but not limited to the right to give granular/partial consent where consent is required for Personal Data processing, or in case of questions/complaints in relation to the Bank's Personal Data processing activities.

- (d) The Customer will fully indemnify and hold the Bank harmless and unaccountable for any consequences or damage incurred by the Bank due to the Customer's breach of any of these undertakings.

For the purpose of this clause, Personal Data is as defined in the Privacy Notice.

3. PAYMENTS SERVICE SCHEDULE

The Bank shall not provide Cheque Outsourcing Services in Vietnam which involve the issuance by the Bank of Corporate Cheques or other Instruments in the name of the Customer.

4. COLLECTIONS SERVICE SCHEDULE

The Bank shall not provide Post-dated Cheque Management Services in Vietnam.

5. LIQUIDITY SERVICE SCHEDULE

- 5.1 Multi-entity Sweep Services shall not be offered in Vietnam. Foreign currency transfers in connection with Sweep Services shall be subject to requirements and restrictions under Vietnamese Laws.
- 5.2 Notional Pooling Services will not be offered in Vietnam.
- 5.3 Any references to Notional Pooling Service or Notional Pooling Participants in clause 6.1 of the Conditions shall be deleted.

6. INTEREST AND FEES

Interest

Interest shall accrue daily on the basis of actual number of days elapsed and a year of 365 days. Unless otherwise agreed, interest shall be payable in arrears on maturity and shall be based on the rate determined by the Bank or as agreed between the Bank and the Customer.

Fees

Fees that are payable in respect of any Account or Service shall only be payable subject to such limits and restrictions as are imposed by Vietnamese laws or the State Bank of Vietnam.

7. APPLICATION PROGRAMMING INTERFACE (API)

7.1 For the purpose of the Agreement:

- (a) An API means an Application Programming Interface;
- (b) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be a communication via Host-to-Host; and
- (c) any reference to Host-to-Host in the Agreement shall include an API.

7.2 In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees that it will not send any such Instruction in relation to an Account or Service until it has been approved by the relevant Authorised Person appointed to use and operate that Account or Service. The Customer agrees to provide the Bank with certified true copy of document(s) evidencing that such approval(s) have been duly obtained promptly upon the Bank's request.