

HSBC BANK (VIETNAM) LIMITED

PREMIER MASTER ACCOUNT TERMS AND CONDITIONS



Issued by HSBC Bank (Vietnam) Limited
1st, 2nd, 6th Floor, Metropolitan Building, 235 Dong Khoi,
District 1, Ben Nghe Ward, Ho Chi Minh City, Vietnam
Phone: (028) 38292288
Fax: (028) 62563634
Website: www.hsbc.com.vn
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The Premier Master Account Terms and Conditions are effective from 23/01/2025

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LIST OF DEFINITIONS

The following are the definitions used in this document.

Consolidated Account Statement means a consolidated statement of Services, Accounts, Customer Criteria and/or other Information as specified by the Bank from time to time and may include aggregated information of more than one Customer's Account.

Account Statement means the Account information statement that represents the transactions of the Customer's Account and includes monthly or periodic statements; a summary of the Account that the Customer views or may view each time of access to the Online Bankings; and other aggregate statement information of multiple Customer's Accounts.

Password Reset Questions refer to a series of security questions selected by the Customer and the corresponding security answers that the Customer has provided to the Bank during the Online Banking and/or Online Password Reset process.

Instrument means a bill of collection, money order, cheque, cash, Bank draft or other means of payment, negotiable instruments, payment orders or valuable papers or other instruments issued, discounted, paid or processed by the Bank on behalf of the Customer or received from the Customer for margin or withdrawal collection, debt collection or acceptance or use as collateral.

Tax Authority means the tax, budgetary, financial or monetary authorities in the country or abroad.

Instruction means any instruction, request, instruction written or otherwise (corresponding to each type of Service) provided or deemed to be provided by the Customer, including instructions, requests, instructions received by the Bank from the Authorized Person, whether directly or indirectly, through electronic means, e-mail, telephone or through other communication channels or devices.

Substantial Owner means any individual who has the right to, whether directly or indirectly, more than 10% of the profits or interests of an organization.

Account Holder means the person in whose name is to open the Account and is specified in the Personal Account Opening Form. The term "Account Holders" includes "Account Holders" as appropriate.

Services means the Services provided directly or indirectly by HSBC Bank or the HSBC Group, including:

- a. The opening, maintenance and closure of Customer's Accounts;
- b. Account-related services, on-demand notification message services, Online Bankings, telephone banking services;
- c. Granting credit and other Banking Products and Services to the Customer;
- d. Maintaining HSBC's overall relationship with the Customer, including marketing or promoting the relevant Financial Services or Products to the Customer, market research, insurance, auditing, and operational purposes.
- e. Other services as provided by the Bank from time to time within the scope of law.

Telephone Banking Services means the Services provided by the Bank for the execution of Transactions (as defined below), including:

- a. Transactions can be carried out at any time with the help of the Bank's staff at the request of the Customer over the phone.
- b. Transactions can be made at any time without the help of the Bank's staff using the Automated Service via telephone.
- c. Other transactions that the Bank allows from time to time.

On-Demand SMS Notification Service means the Service that the Customer registers with the Bank, whereby the Bank will send a text message via telephone (SMS) to the Customer to inform the Customer

of transaction information arising on the Customer's Account and Debit Card. The SMS message is sent to the phone number that the Customer has previously registered with the Bank.

Premier Customer Emergency Services means, from time to time, emergency services provided to Premier Customers by the Bank and/or Mastercard International and/or its designated agents/third party service providers; these services may include emergency reports of loss or theft of cards, deliver a replacement card the next day and spend emergency cash.

e-Banking means all current or future Services provided directly or indirectly by the Bank or the HSBC Group through any Access Terminals or information, communication and transaction systems including internet or telephone Automated Banking and other automated or electronic Services.

i-Banking means all current or future Services provided directly or indirectly by the Bank or the HSBC Group through any Access Terminals or information, communication and transaction systems including internet or telephone Automated Banking and other automated or electronic Services.

Digital Secure Key or **Digital Secure Key** Feature means a security feature that works on the HSBC Vietnam App, which is designed to be used for the generation of Security Codes (One-Time Passwords) to access and transact through Personal Internet Banking services.

Personal Data means any data relating to an individual (and legal entities, in countries/territories where privacy laws apply to companies), from which an individual can be identified, including sensitive personal data such as name(s), residential address(s), contact information, age, date of birth, place of birth, nationality, citizenship, personal status, and marital status.

Transaction Record means written or electronic data of activity or information relating to the Account or Instructions issued by the Bank including Account Statements, receipts, SMS messages from the On-Demand SMS Notification Service, Transaction Record or confirmations provided by the Bank.

Correspondence Address means the Correspondence Address that the Customer has registered with the Bank.

Joint Account Holders means the Account holders for a Joint Account.

Transaction means all activities on the Customer's Account as well as the use and receipt of other information and services that the Bank may arrange from time to time in accordance with the terms and conditions specified by the Bank.

The Customer Segment is set by the Bank and assigned to a customer based on a number of criteria so that the Customer can enjoy a number of Private Offers under or related to the Master Account.

HSBC Premier Customer is one of the Customer Segments that the Bank grants to eligible customers.

Customer, Premier Customer means the Master Account Holder or/and the user of the Bank's Services. Where two or more persons have joint access to the Account, this term Customer includes each and all Joint Account Holders, each person and all persons entitled to use the Account and all such persons shall be jointly and severally liable under these Premier Master Account Terms and Conditions.

Amounts Owing means all amounts owed by the Customer to the Bank in connection with the Account, other credit facilities or for any other reason from time to time and costs incurred for the recovery of the Amounts Owing.

Security Code means a one-time Password generated by a Security Device or Digital Secure Key.

Password includes all Passwords, phrases, passcodes, digits or other forms of identification that are secured and provided to the Customer that such Passwords, phrases, passcodes, digits or other forms of identification are used to connect with Personal Internet Banking in accordance with the Bank's regulations.

Business Day means the day on which the Bank is open for operation.

Bank or **HSBC** means HSBC Bank (Vietnam) Limited and its Branches, and Transaction Offices of HSBC Bank (Vietnam) Limited.

Personal Internet Banking (or "Internet banking", "Online Banking") is a digital banking service that individual customers can access through the Bank's web browser or mobile application to perform

financial transactions such as checking accounts, transferring money, etc. bill payment and account management, without having to go to the Bank's Branches/Transaction Offices.

Related Party means the person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Customer to any member of the HSBC Group or any member of the HSBC Group received by any other method in connection with the provision of Services. For Customer, Related Parties may include any of Customer's guarantors, directors or officers of the company, general partners or members of partnerships, any Substantial Owner, "controlling person", or beneficial owners, the trustee, the trustee or asset manager, the account holder of the nominated account, the payee of the designated payment, the representative, agent or designee of the Customer, or any other person or entity with whom the Customer relates to the Banking relationship between the Customer and HSBC Group.

Authorized Person means, for each Account and Services provided by the Bank, the designated individual and his/her/their signature registered with the Bank by the Customer by a Written Authorization to use and administer the Account and the Banking Services or equivalent document (as may be amended, as amended from time to time) (collectively, the "**Power of Attorney**") is a person authorized to give Instructions, request and/or execute Transactions in the name of, on behalf of and on behalf of the Customer.

Security Code Generation Method means the method and method of generating a Security Code using a Security Device or Digital Secure Key.

Products include:

- a. providing payment services via accounts;
- b. Debit Cards;
- c. Credit Cards;
- d. Savings Deposit products;
- e. and other applicable Products, including but not limited to, Mutual Funds and Insurance.

Personal Identification Number or **PIN** means the number assigned by the Bank to the Customer for identification when using the Phone Banking Services when giving Instructions to the Bank by phone or other number(s) replaced by the Customer and accepted by the Bank from time to time.

Account or **Master Account** means:

- a. Any and any Personal Account (as the context may require), including one or more Designated Accounts and one or more Credit Card Accounts opened or to be opened from time to time at the Bank for which one or more Services are established; and/or
- b. Associated with the Username, Password (if applicable), and Security Device that has been provided to Customer for the use of the Service or Digital Secure Key that Customer has successfully activated to replace the Security Device;
- c. The Account that the Customer opens at the Bank from time to time may be understood as one or more Accounts.

Designated Account means an Account currently maintained with the Bank and designated by the Customer for the purpose of relating to the transfer of funds as set out in the Telephone Banking Services.

Credit Card Account means an Account associated with a Credit Card issued by the Bank.

HSBC Group means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, affiliates and subsidiaries and offices of HSBC Holdings plc, its affiliates, subsidiaries, affiliates, affiliates of HSBC Holdings plc, and "any member of the HSBC Group" has the same meaning.

Username is a unique identifier, under any name that Customer chooses in connection with the Services.

Security Device means the devices installed by the Bank for the Customer to be used by the Customer to initiate Security Codes (One-Time Passwords) to connect and Transact through Personal Internet Banking Services.

A Mobile Device or Compatible Mobile Device is a smart mobile device that uses the operating systems supported by the Bank to install the HSBC Vietnam App, including smartphones and tablets, ...

Access Terminal means any device, e.g. computer, telephone or ATM/ATM, used by the Customer to access the Account and/or use the Bank's Services.

Offline Password Reset is the process by which the Customer resets the Customer's Online Banking Password offline. During this process, the Customer needs to call the Bank to get the Bank's approval to reset the Password.

Online Password Reset is the process by which the Customer resets the Customer's Internet Banking Password by himself in case he still remembers the two security questions and answers.

HSBC Vietnam App is a mobile application provided and continuously updated by the Bank, which can be downloaded on any Mobile Device running any operating system supported by the Bank from time to time, through which the Customer can access the Banking Services available on the application of the Bank. Use of the HSBC Vietnam App is subject to these General Terms and Conditions and the relevant terms and conditions.

Private Offer means the Services, bonuses, benefits, privileges and other similar benefits to which a customer may be entitled in accordance with and/or associated with a Customer Segment.

INFORMATION AND DESCRIPTION OF THE BANK'S PRODUCTS AND SERVICES

Account (or Transactional Account)

The Current Account, Saving Account are collectively referred to as the Transactional Account and are the demand deposit accounts opened by the Customer at HSBC to use the payment services provided by HSBC. This is the main account owned by one or more individuals and is used to make electronic payment transactions such as deposits, withdrawals, transfers, and payments for personal expenses. A Current Account may come with features such as debit cards, online banking access, and remote payment capabilities to support transactions and financial activities.

Joint Account

Is any payment account that is named, owned, and has an equal interest in the balance in the account. Joint Account holders can make deposits, withdraw funds from the account, and often have the ability to manage joint accounts. This account is usually used by family members or individuals who want to share finances and are jointly responsible for account management. Joint Account holders are generally considered equally liable for any debts or liabilities associated with the account. A Joint Account can be set up as a Current Account, Savings Account, or Current Account.

Time Deposits

It is a savings account that enjoys a fixed interest rate until the maturity date or a certain term with an interest rate usually higher than the demand deposits accounts interest rate. When depositing money in a Time Deposit, the customer receives the savings interest on the deposit after a certain term, usually from a few months to several years. During this time, the deposit amount is locked in the account, and the account holder usually receives a higher interest rate than regular savings or checking accounts.

Time Deposits can be automatically renewed at the customer's request. Customers are only allowed to send and receive payment for Time Deposits through their own Current Account.

Time Deposits are usually insured by deposit insurance schemes as prescribed by law from time to time. Time Deposit account holders can withdraw money before the maturity date, in which case, the Bank may apply a penalty fee for early withdrawal or impose an interest rate different from the interest rate agreed upon at the time of deposit.

Step-up Time Deposit

As a Time Deposit product with a flexible early withdrawal option, it assists the Customer in meeting unplanned or irregular financial needs. Customers can only deposit and receive Step-up Time Deposit payments through their own Transactional Account.

Step-up Time Deposit is a savings account with an interest rate that increases over time, and the Customer can withdraw funds without being charged an interest rate lower than the interest rate at the time of placing

the savings. The term of Step-up Time Deposit can be 12 months or 24 months or a different term, depending on the Bank's regulations offering from time to time, and the interest cycle can be monthly or quarterly or a different term depending on the Bank's offering from time to time for the Customer to choose from Customer's choice. Step-up Time Deposit does not have the option to automatically renew after the end of the term.

Savings Deposit

Savings Deposit is the amount of money deposited by the Customer at the Bank on the principle that the principal and interest are fully refunded as agreed with the Bank provided the Deposit is maintained till the agreed maturity date. Savings Deposits will enjoy a fixed interest rate until the maturity date and interest will be paid on the maturity date.

Savings Deposits are not pledged or guaranteed by HSBC. Savings Card Notice is a certificate confirming the ownership of the owner of the Savings Deposit or the co-owner of the Savings Deposit deposited at the Bank.

In case the Customer wishes to transfer the ownership of the Savings Deposit, the Customer will follow the Bank's instructions and comply with the relevant laws. In case the Savings Card Agreement is broken/torn/lost, after the Customer performs the necessary verification procedures as required by the Bank, the Bank will proceed to settle or close the Savings Account.

The form of Savings Deposit is in accordance with the provisions of law and the Bank from time to time.

Savings Account

It is one of the types of Transactional Accounts with demand deposits to use payment services provided by HSBC. Demand deposit interest on Vietnam Dong will be calculated on the daily balance at the interest rate, which will be compounded at the time specified by the Bank. The interest earned will be credited to Savings Account every month or in each case according to the terms specified by the Bank from time to time) if it is in Vietnam Dong, or every half year for foreign currencies. Interest on Savings Account closed during the interest calculation period will be calculated until the last day. Interest rates for Savings Account are announced from time to time at the Bank's Branches/Transaction offices and/or published on the Bank's website every day.

Withdrawals from Savings Account can be made during Business Days at Branches/Transaction offices. Customers must present all documents required by the Bank when withdrawing cash from Savings Account. In the case of Savings Account in a foreign currency, cash withdrawals in foreign currencies must be notified in advance and are subject to the Bank's availability of the required foreign currency and the Bank reserves the right to charge a fee for cash withdrawals from Savings Account.

Debit Card (or Visa Debit Card)

It is a card issued by a bank affiliated with International Card Associations. The Debit Card can be used to pay for purchases of goods and services directly or online, withdraw money at ATMs, and swipe cards with POS machines in many countries around the world.

The Debit Card is directly linked to the Customer's Payment Account, and the Customer may use the Debit Card to withdraw, make payments and transfer funds within the amount of funds currently in the Customer's Payment Account. The Visa Debit Card does not have the feature of spending now, pay later or installments.

Credit Card (or Card)

It is a means of payment issued by the Bank affiliated with International Card Associations, which allows the Cardholder to use the credit line granted under the agreement to perform: (i) payment for purchases of goods and services on the principle of purchase first and pay later at points accepting card payment and (ii) cash withdrawal. The Cardholder will pay the amount spent together with interest, fees and other additional payments (if any) by making a lump sum payment on the payment due date, or for another period of time.

Providing payment services via accounts

It is the supply of means of payment; Perform cheque payment services, payment orders, payment authorizations, collections, collection authorizations, bank cards, and other payment services for Customers through the Customer's Payment Account. These services support the transfer of funds between parties.

Unsecured Loans

It is a form of credit through which the Bank (the Lender) assigns or commits to give the Customer (the Borrower) an amount of money without collateral to pay for expenses for consumption purposes for a certain period of time ("**Secured Loan**"), on the principle of full repayment of the principal, interest as agreed with the Bank. This Unsecured Loan is granted based on the borrower's creditworthiness, assessed through credit history and ability to repay.

The Borrower's reputation and credit history will be reflected in the information provided by the Customer and other relevant information of the Customer that the Bank is allowed to collect and process in accordance with the provisions of law and the agreements between the Customer and the Bank from time to time. Depending on the prestige and income level, each customer will be considered for a different unsecured loan limit. The interest rate of the Unsecured Loan will also vary the interest rate is calculated based on the loan amount as well as the customer's conditions. It is possible to borrow unsecured loans for purposes such as: personal consumption, building houses/repairing houses, buying furniture, weddings, traveling, etc. or other financial consumption needs.

The need for Unsecured Loans to deposit savings, buy gold, invest in securities, large-scale business... and loan purposes that are not permitted by law will not be supported by the Bank.

Depending on the type of Bank's products, Unsecured Loans have different characteristics related to loan amount, interest rate, loan term, loan approval procedures and many other features; details can be found on the [website www.hsbc.com.vn](http://www.hsbc.com.vn)

Mortgage Loans

It is a form of credit through which the Bank (the Lender) assigns or commits to give the Customer (the Borrower) an amount of money based on collateral to be used for a specified purpose within a certain period of time ("**Mortgage Loan**"), on the principle of full repayment of the principal. interest as agreed with the Bank. This asset is used as collateral for the Mortgage Loan throughout the loan term. Security measures for a Mortgage Loan include pledge, mortgage, guarantee.

Depending on the type of product of the Bank, Mortgage Loans have different characteristics related to: loan amount, interest rate, loan term, loan approval procedure and many other features; details can be found on the [website www.hsbc.com.vn](http://www.hsbc.com.vn).

I. PREMIER MASTER ACCOUNT TERMS AND CONDITIONS

The following terms and conditions ("**Premier Master Account Terms and Conditions**") of HSBC Bank (Vietnam) Limited apply to individual customers at the Bank's Branches/Transaction offices. These Premier Master Account Terms and Conditions apply to all products and services offered by the Bank. A copy of such terms and conditions will be provided by the Bank upon request.

1. USE OF ACCOUNTS AND SERVICES

- 1.1** The Customer agrees to use the Account and the Services in accordance with the provisions of these Premier Master Account Terms and Conditions, Transactional Account Terms and Conditions and in accordance with any agreement or additional terms and conditions or service manuals issued by the Bank and only for lawful purposes including the payment of regular payments, periodically at the request of the Customer and other lawful purposes as prescribed by law or as agreed between the Customer and the Bank. Customers are not allowed to use the Account for commercial transactions, transactions that are not permitted under the provisions of this document, the provisions of law, of the HSBC Group or international treaties and commitments that the Bank must comply with. The Bank reserves the right to inspect any illegal or invalid use of any Account and Services in its sole discretion and may freeze part or all of the balance, Account or suspend, restrict or cancel the Services and Products in order to ensure compliance with these Premier Master Account Terms and Conditions, agreements or additional terms and conditions, other agreements or service manuals and any relevant legal provisions.
- 1.2** The Customer as a beneficiary under any standing instruction agrees that the crediting of an Account under a standing instruction will be contingent on the final payment of the remitter. The Customer agrees to authorize the Bank to reserve the crediting even if the instruction is returned after the date of the order to be executed regularly stems from the status of the transferor to the Customer's Account (for example, there are insufficient funds in the remitter's account).
- 1.3** In case the Customer has authorized the right to debit directly to the Account and the Account has not made any transactions under such authorization within a period of 24 (twenty-four) consecutive months, the Bank has the right to cancel the agreement on authorization of such direct debit without prior notice to the Customer, even if the authorization has not expired or the authorization agreement does not specify an expiration date.
- 1.4** Funds transferred to the Account (whether in Vietnam Dong or other currencies) may not be credited to the Account on the same day if the Bank does not receive the relevant payment order before the suspension time specified by the Bank from time to time. Interest will not be charged on funds transferred before the funds are actually credited to the Account.

- 1.5** In case there is a dispute between the Customer and the authorized person, the Bank has the right to consider that the power of attorney currently held by the Bank is suspended. In addition, the Bank reserves the right to suspend all activities of all or any of the Customer's accounts until the Bank deems it appropriate, if the Bank considers or has reason to believe that:
- a. The Bank is holding an invalid authorization to use and operate the account; or
 - b. The Customer (unless acting as a trustee) is not the true owner of the deposit balance or other assets contained in the account(s).
- 1.6** The Bank reserves the right to pay the Customer any amount withdrawn from the Account in one or more ways as determined by the Bank in its sole discretion, including:
- a. Pay in cash in the currency of the Account.
 - b. The Bank shall issue to the Customer a cheque issued by the Bank and delivered at any Bank and payable in the currency of the Account.
 - c. Cash payment in Vietnam Dong, converted (if necessary) from the relevant foreign currency at the Bank's current purchase rate.
- 1.7** The Bank may cancel, withdraw, suspend, change, add, supplement, or otherwise modify one or more Services ("**Modification of Services**"). The Customer's continued use of Products and Services immediately after the amendments and supplements of the Service Adjustment take effect will be considered as the Customer's approval of such amendments and supplements. In the event that the Customer does not agree to any Service Modification, the Customer has the right to terminate the use of the Bank's Products and Services by notifying the Bank's information channels specified in the Premier Master Account Terms and Conditions.
- 1.8** Whenever the Customer instructs the Bank to make a request for the Customer's money transfer ("**Wire Transfer**") through the Bank's Branches/Transaction offices, Internet Banking Services or other transaction channels or transaction methods provided by the Bank, from time to time, the following terms shall apply, unless otherwise specified for each such trading channel or trading instrument:
- a. The Bank has the right to make a Wire Transfer according to its information system;
 - b. The Bank will make a Wire Transfer in plain language or cryptographic notation and shall not be liable for any loss, delay, error, omission or excess that may occur during the transmission of the telegram or due to the misdecoding of the contents of the telegram upon receipt if it is not caused by the Bank's fault;
 - c. Unless otherwise indicated, the Wire Transfer will be paid in the currency of the country/territory where the payment is made;
 - d. Customers will pay fees and charges when the Bank performs Wire Transfer in accordance with the HSBC Premier Tariff. In case the Customer requests to pay foreign fees or fees of other domestic credit institutions, the Bank will fulfill such request, however, whether the beneficiary receives the full amount or not depends on the process of the correspondent bank and/or the beneficiary's bank. The Customer confirms that it has been explained by the Bank that the

beneficiary may not receive sufficient funds and that the failure to receive sufficient funds is beyond the Bank's control.

- e. The Bank has the right to sign the Wire Transfer at a location other than the one designated by the Customer if the business circumstances require it to do so;
- f. For Foreign Exchange Transactions (as defined in these Premier Master Account Terms and Conditions), unless there is a specific agreement between the Bank and the Customer on the applicable exchange rate, the exchange rate applicable to payment transactions made by the Customer in relation to foreign currency conversion is the exchange rate published by the Bank and applies at the time the payment is made. Customers can visit the Bank's website at www.hsbc.com.vn to know the Bank's exchange rates.
- g. If the Customer makes a payment related to foreign currency conversion and the payment is refunded to the Bank, the Bank will convert it at the Bank's current exchange rate when the Bank receives the refunded payment. The Bank is not responsible for exchange rate fluctuations.
- h. Wire transfers received by the Bank before the processing stop time specified by the Bank, depending on the time, may not be processed on the same day. The processing of Wire Transfers also depends on the responsiveness of the relevant services, including the responsiveness of the clearing system of the currency and of the country/territory of the correspondent bank and/or the payment bank;
- i. Unless otherwise specified by the Bank, if a Wire Transfer is requested to be processed on a specific date, this processing date shall be specified by the Customer when submitting the Wire Transfer request to the Bank;
- j. Wire transfers valid on the same day depend on the processing time of each receiving locality and/or the conditions of the payment bank. This means that the Customer's Account will be debited prior to the effective date (the date of the Wire Transfer) and the Bank will not be liable for any interest or loss incurred;
- k. The Bank is not obliged to advise the Customer on:
 - (i) Any foreign exchange controls or similar restrictions may be imposed in accordance with the local laws or regulations of the country/territory in which the payment is made, and the Bank shall not be liable for any loss or delay resulting from the payment being subject to such control or restriction. Customers need to educate themselves about forex controls or similar restrictions; and
 - (ii) Any fees that may be charged by an overseas bank or other bank and the Bank is not responsible if this information is not provided.
- l. The Bank may perform Wire Transfer by a variety of methods according to the Bank's accepted practices or practices in the country/territory where the payment is made. In the event that the country/territory where the payment is made does not have a Wire Transfer method suitable to the Bank's operation or method, the Bank will not be responsible for advising the Customer on the use of the Wire Transfer method or about any delay in payment by method in the country/territory that;
- m. The Bank reserves the right not to accept or reject a Wire Transfer request without giving a reason.

- n. In case the Bank has received a Wire Transfer request, the Bank has the right not to process the Wire Transfer if the Bank finds that the information provided to the Bank is inaccurate, incomplete, unclear, or the processing of such Wire Transfer request will violate any applicable law or regulation. The Bank shall not be liable for any loss or damage of any person arising from the delay, refusal and/or return of payment, or due to the Bank's delay in processing the Wire Transfer or the Bank's decision not to process the Wire Transfer, if any information provided to the Bank, in the opinion of the Bank, is inaccurate, incomplete or unclear or the handling of the Wire Transfer would be in breach of any applicable law or regulation. The Bank reserves the right to deduct from the payment or from any Customer's Account any fees received by the bank in the country/territory in which the payment is made.

1.9 The terms and conditions for Foreign Exchange Transactions set out in these Premier Master Account Terms and Conditions apply to all Customers when making any transactions involving foreign currency conversion ("**Foreign Exchange Transactions**") at the Bank.

1.10 Foreign Exchange Transactions

1.10.1. Foreign Exchange Transactions are defined and governed by these Premier Master Account Terms and Conditions as foreign currency conversion transactions that meet all of the following conditions:

- (i) are carried out in the form of buying and selling foreign currencies on the spot.
- (ii) the conversion of foreign currencies is (a) in accordance with specific foreign currency conversion Instructions; or (b) arising out of other transactions where foreign currency conversion is necessary, mandatory and permissible, including but not limited to transactions/instructions/payment orders, loan repayment, remittance and receipt of funds, receipts and expenditures related to service fees, interest rates of the Bank or related entities and transactions in which the Bank is entitled to automatically perform foreign currency conversion in accordance with the relevant agreement between the Bank and the Customer, such as agreements on credit facilities, deposits, etc. etc.
- (iii) having the applicable foreign currency exchange rate announced, listed and/or applied by the Bank at the time the payment is made.
- (iv) The customer agrees that the Bank is entitled to apply the foreign currency purchase rate from the customer's foreign currency account to collect fees according to the HSBC Premier Service Fee Schedule in Vietnam Dong on the basis of the service fee amount in Vietnam dong collected after foreign currency conversion, the difference is not more than +/- 0.5% of the posted fee amount.

1.10.2. Foreign Exchange Trading Agreement: The Bank and the Customer agree that these Premier Main Account Terms and Conditions are also a binding written framework agreement on Foreign Exchange Transactions binding on the Bank and the Customer in accordance with the laws governing foreign exchange transactions.

1.10.3. Content of foreign exchange trading:

- (i) Matters relating to Foreign Exchange Transactions shall be expressed, individually or in aggregate, in Wire Transfers, payment instructions, credit notices, debit

notices, account change notices, transaction notices, etc., in connection with the transaction in which the Foreign Exchange Transaction arises ("Transaction Notice"). Transaction Notices, as the case may be and depending on the transaction involved, will be in written form and/or generated from the Bank's systems without the Bank's signature.

(ii) In addition to the contents specified in the Transaction Notice (if any), the Customer hereby agrees that the contents related to Foreign Exchange Trading shall have the following meanings:

(a) 'Names of Parties to the Transaction':	means the Bank and the Customer as the buyer or seller of foreign currency for Foreign Exchange Transactions.
(b) 'Transaction Date':	(regardless of the different naming, title or use of terminology in each context and transaction document) is the date on which the Bank and the Customer enter into a Foreign Exchange Trading agreement. To clarify, in the event that, from time to time, the characteristics or features of the Account and/or the relevant Services allow the Customer to submit a request for Foreign Exchange Trading with a future effective date, the Trading Date shall be the effective date stated on the Customer's request.
(c) 'Trading Currency Pairs':	is the buying and selling currency for Foreign Exchange Trading.
(d) 'Amount of foreign currency':	is the amount of foreign currency converted through Foreign Exchange Trading.
(e) 'Payment Date':	(regardless of the name, title or use of different terms in each context and transaction document) is the date on which the Bank processes the transfer of the number of buy and sell currencies for Foreign Exchange Transactions. In case the payment date coincides with a weekly holiday or public holiday or Tet of the Vietnamese foreign currency market and/or of the market that processes payment for foreign currencies in a transaction, the payment date may be moved to the next working day.

(f) 'Exchange rate':	means the applicable foreign currency conversion rate announced, listed and/or applied to Foreign Exchange Transactions at the time the payment or foreign currency conversion is made.
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2. ACCEPT INSTRUCTION

- 2.1** The Customer agrees that it will take all necessary action to ensure that each Authorised Person, at all times, is a person duly authorized to issue any Instruction. The Customer hereby instructs and requests the Bank to accept it without further verification and act on the Instructions reasonably presented or the Bank believes that such Instructions given by the Authorized Person are valid, competent and binding on the Customer's responsibility to administer the Account and make any transactions with the Bank. Notwithstanding the provisions of this Article, the Bank reserves the right to refuse Instructions provided by electronic means or telephone at its sole discretion.
- 2.2** The Bank reserves the right to refuse to comply with any Instruction given by the Customer to the Bank until the Bank is satisfied that the Instruction complies with the laws of Vietnam and the Bank's requirements.
- 2.3** Any changes relating to the administration of the Account shall take effect after 03 (three) Business Days from the receipt of the written Instruction and the relevant supporting document(s) (if necessary) from the Customer.

3. STOP PAYMENT INSTRUCTION

- 3.1** The Bank will endeavour to implement the Instruction to cancel any payment, provided that:
- 3.1.1 Instructions must be in writing and provided at least 03 (three) Working Days before the date of suspension of payment.
 - 3.1.2 Payment is not guaranteed by any means.
 - 3.1.3 The bank has not yet processed the Payment Instruction; or
 - 3.1.4 The Bank has not notified the beneficiary bank that the Bank will pay.
- 3.2** Any Instruction canceling a payment must clearly state the Account number, date, name of the payee, the amount and currency of the relevant Payment Instrument. Any Instruction on cancellation of payment shall be effective in accordance with the Bank's practice from time to time. The bank may request to send a Payment Cessation Instruction according to the prescribed form.
- 3.3** The Customer agrees to reimburse the Bank in relation to all debts, costs, fees and related expenses incurred by the Bank due to the cancellation or non-payment under the Instruction. The Bank will not be liable if the Customer has many conflicting Instructions, and the Bank has implemented one of those Instructions.
- 3.4** The Customer agrees that a request to stop payment will be made by the Bank without further consideration.

- 3.5** The Bank is only bound to comply with the Instruction once it has been verified by the Bank and the Bank will not be liable for compliance with the Instruction that has not been verified if the Instruction is inaccurate, wrong, or unclear.
- 3.6** Unless otherwise agreed by the Bank, once the Customer has given an Instruction, such Instruction cannot be cancelled without the Bank's approval.

4. BLOCKING AND CLOSING ACCOUNTS

4.1 Account Blocking

- 4.1.1 The Bank has the right to block part or all of the account balance in the following cases:
- i. When there is a decision or written request of a competent agency as prescribed by law;
 - ii. When the Bank detects a mistake or error in crediting the Customer's Payment Account or complies with the request for refund of money from the remittance bank due to a mistake or error compared to the payment order of the remittance party after crediting to the Customer's Payment Account, the amount of funds blocked on the Current Account must not exceed the amount of mistakes or errors;
 - iii. Other cases as prescribed by law.
- 4.1.2 The Bank will block part or all of the account balance in the following cases:
- i. According to the prior agreement between the Account Holder and the Bank specified in the Personal Account Opening Form, HSBC Premier Product Application Form or/and other documents (if any); or
 - ii. At the request of the Account Holder.
 - iii. When there is a request to block the Account of one of the Joint Account Co-Holders. In case there is an agreement between the Joint Account Holders and the Bank that only one Account Holder requests and this agreement is made in writing, the Bank shall block the Account according to such agreement.
 - iv. Pursuant to the Bank's dossier of reconciliation as specified in Clause 6.9 and Clause 9.13, if the residence status of 2 (two) Joint Account Holders is different, the Joint Account may be partially or wholly frozen.
 - v. Other cases as prescribed by law.
- 4.1.3 The Customer also agrees that the Bank reserves the right to freeze part or all of the Account balance and all Products/Services in the following cases:
- i. When the Bank receives information or documents that the Customer is dead, declared dead, missing or incapable of civil acts;
 - ii. The Account has been opened but the Customer has not yet submitted sufficient Account opening documents as prescribed by the Bank or the Customer has not provided additional information or updated information as required by the Bank to operate/maintain the Account in accordance with the provisions of law and HSBC Group, international treaties and commitments that the Bank must comply with;
 - iii. The Customer uses the Account and/or Card for purposes that are not in accordance with the provisions of current laws and the Bank's policies including but not limited to trading cryptocurrencies, using personal accounts for charitable donations or receiving

money on behalf of organizations, or other transactions that violate the terms and conditions of use of the Bank's Products and Services.

- iv. When the inward payment fund has been automatically credited to Customer's Transaction Account with missing/incorrect information or/and missing supporting documents or/and unclear payment narrative.
- v. The cases specified in the Personal Account Opening Application, HSBC Credit Card Application Form or/and other documents (if any).

4.1.4 The blocking of an Account, as the case may be, will terminate when:

- i. According to the written agreement between the Account Holder and the Bank, including:
 - a. End of the blockade period.
 - b. The event for the Bank to block the account is terminated.
- ii. When there is a decision to terminate the blockade by a competent agency in accordance with law;
- iii. Errors and mistakes in remittance payment specified in Article 4.1.1.ii have been handled. of these Premier Master Account Terms and Conditions;
- iv. Upon request to terminate the blockade of all Joint Account Holders or as agreed in advance in writing between the Bank and the Joint Account Holders;
- v. Other cases as prescribed by law.

4.1.5 The Bank will notify the Customer by mail or electronic means of the blocking of the Current Account unless otherwise provided by law.

4.2 Close Account

4.2.1 The Bank has the right to close the Account in the following cases:

- i. The Account Holder has requested and fulfilled all obligations related to the Current Account;
- ii. Account holder is an individual who dies or is declared dead;
- iii. The Bank terminates its operation in accordance with law.
- iv. The Account Holder violates the prohibited acts of the Payment Account as follows:
 - a. Opening or maintaining an anonymous or impersonated Payment Account, e-wallet; buying, selling, renting, leasing, borrowing, lending Payment Accounts, e-wallets; renting, leasing, buying, selling, or opening bank cards on behalf of the bank (except for anonymous prepaid cards); stealing, colluding to steal, buy and sell current account information, bank card information, e-wallet information;
 - b. Implementing, organizing the implementation, or facilitating the implementation of the following acts: using or abusing Payment Accounts, payment means, payment services, payment intermediary services for gambling, organizing gambling, fraud, fraud, illegal business and committing other acts of violating the law.
- v. The Customer agrees that the Bank has the right to close the Customer's Account in the following cases:

- a. The balance on the Account is 0 (zero) within 06 (six) consecutive months;
 - b. In the event that the Customer breaches the law or breaches any of the provisions of these Premier Master Account Terms and Conditions or any other terms and conditions specified separately for each specific type of Account as determined by the Bank, including the Customer's failure to submit any documents required by the Bank within the time limit 30 (thirty) days from the date of the HSBC Premier Personal Account Opening Application, HSBC Premier Product Application Application, or such other period as may be specified by the Bank from time to time in order to (i) open an Account, and; (ii) to operate the Account in accordance with these Premier Master Account Terms and Conditions, the provisions of the law, international treaties and commitments to which the Bank must comply;
 - c. The Bank will close the Account in order to comply with the provisions of the law, international treaties and commitments that the Bank must comply with, according to the contracts and agreements between the Bank and the Customer from time to time (if any) and the Bank will not be responsible for this. In the event of closure of a particular Account, the other Accounts or the Services will continue to operate and shall be governed by these Premier Master Account Terms and Conditions and the relevant terms and conditions.
 - d. Cases specified in Article 4.2.2. and Article 4.2.3. in these Premier Main Account Terms and Conditions.
 - e. The cases specified in the Personal Account Opening Application, HSBC Credit Card Application Form or/and other documents (if any).
 - f. The Customer does not confirm or update complete and accurate information with the Bank.
 - g. The customer is no longer in line with the Bank's standards.
 - h. The Account has been opened but the Customer has not yet submitted sufficient Account opening documents as prescribed by the Bank or the Customer has not provided additional information or updated information as required by the Bank to operate/maintain the Account in accordance with the provisions of law and HSBC Group, treaties and international commitments that the Bank must comply with.
- vi. Other cases as prescribed by law:
The Bank will notify the Customer by mail or electronic means that the Account has been paid, unless otherwise provided for by law. After the Account is closed, the remaining balance on the Account (after deducting Bank charges) will be paid at the request of the Customer or at the discretion of a competent person in accordance with the law, or in any manner deemed appropriate by the Bank.

4.2.2 The Bank, at its discretion, for safety reasons and to protect the interests of the Customer, may suspend the operation of the Account in the event that the Account has not had any Debit

Transactions for a period of 24 (twenty-four) months ("**Inactive Account**"). The following rules will apply to Inactive Accounts:

- i. In case the Inactive Account has a balance of 0 (zero) and the Bank does not receive any Instruction or notice from the Customer within 30 (thirty) days from the date the Bank sends the notice of the Inactive Account to the Customer, the Bank has the right to close the Inactive Account;
 - ii. During the inactivity period of the Inactive Account, the Customer agrees that the Bank reserves the right to suspend the issuance of the Account Statement and apply a fee in accordance with the Bank's applicable HSBC Premier Service Fee Schedule to the Inactive Account, until the Bank receives a valid Instruction from the Customer to reactivate the Account. This regulation is based on the Bank's policy of not providing statements in cycles where no Transactions are made;
 - iii. If there are no Debit Transactions arising from the Inactive Account for the next 12 (twelve) months, the Inactive Account will enter the status of "Inactive Account". The Bank will continue to suspend all Transactions and apply a fee in accordance with the Bank's applicable HSBC Premier Service Fee Schedule to such Non-Dealing Accounts until the balance is 0 (zero) and the Bank will automatically close such Non-Dealing Accounts without further notice.
- 4.2.3 For reasons of safety and protection of the Customer's interests, the Bank will stop providing Products and Services and close the Customer's existing Accounts when the Customer does not have any Transactions arising on all Accounts within 24 (twenty-four) consecutive months and these Accounts have a balance of zero (0) at the time of closing.
- 4.2.4 Balance processing when closing an Account:
- i. Payment at the request of the Account Holder or under prior agreement between the Account Holder and the Bank; in case the Account Holder is a person who has lost civil act capacity, a person who has difficulties in cognition and control of acts, a person with limited civil act capacity, the payment shall be made at the request of the legal representative or guardian in accordance with the provisions of civil law; or pay to heirs or lawful heirs or representatives in case the Transactional Account holder is an individual who dies or is declared dead;
 - ii. Payment under decisions of competent agencies in accordance with law;
 - iii. Handle in accordance with the provisions of law in case the legal beneficiary of the balance on the current account has been notified but does not come to receive it.
- 4.2.5 Closing the Master Account for any purpose will terminate the Criteria and all Private Privileges to which Premier Customers are entitled under or in connection with the Master Account from such Rating.

5. CUSTOMER SEGMENT

5.1 The Bank may from time to time offer one or more Customer Segments to the Customer with different Individual Offers including enhanced services, preferential terms. For preferential interest rates or

special promotions for other accounts, the Bank may (without obligation to do so) grant a Customer Segment to a Customer who is currently the account holder of a Master Account at the request of the Customer or at the Bank's sole discretion. In the event that the Bank has granted a Customer Segment to the Customer, for any reason, including but not limited to, the Customer is no longer in accordance with the criteria of the Bank's Customer Segment at any time and from time to time, the Customer Segment may also be changed or adjusted at the request of the Customer or at the Bank's sole discretion. The rating of the Customer or the adjustment of a Customer Segment to or from a Customer or the change of the Customer Segment granted to the Customer, whether at the request of the Customer or at the Bank's sole discretion, shall be in accordance with the pre-defined criteria, based on the final decision of the Bank. The Customer Rating criteria are subject to change, including the value of assets deposited by the Customer at the Bank and/or credit facilities granted by the Bank. The most recently updated criteria and information related to Customer Segments will be provided by the Bank upon request.

- 5.2** The Private Offers that the Bank may offer, the fees and charges imposed by the Bank in relation to the Master Account may vary from Customer Segment to Customer Segment and, within the same Customer Segment, Private Offers may vary from customer to customer, depending on whether the Customer continues to meet the applicable criteria applicable to the Customer Segment That customer or not. The Bank also reserves the right to change the Individual Offers in each Customer Segment at any time and from time to time.
- 5.3** Each Customer Segment has a set of criteria and/or conditions that the Customer must meet in order to be ranked in that Customer Segment and/or to enjoy the Individual Offers applicable to that Customer Segment. Each Individual Offer may have certain Terms and Conditions governing the use and enjoyment of the Customer's Individual Offers. Without prejudice to Clause 5.1 and Clause 5.2, upon being rated a Customer Criteria or changing a Customer Segment granted, the Customer is solely responsible for ensuring that all applicable criteria for maintaining the Customer Criteria and/or the Terms and Conditions for enjoying the Individual Offer meet all applicable criteria for a Customer Segment. However, the Customer's failure to meet these criteria shall not in any way affect or prejudice the Bank's sole discretion in rating the Customer, changing or withdrawing a Customer Segment.
- 5.4** In the event that the Bank exercises its full authority to rank, change or revoke a Customer Segment that has been granted, the Bank will notify the Customer of the Customer Rating, change or revoke this Customer Segment by such means as the Bank deems reasonable. All Private Offers to which the Customer is entitled will be automatically granted, terminated or modified unless the Bank in its sole discretion decides otherwise and the Bank is not obliged to provide any further information in relation to the Customer Rating, change or revoke a Customer Segment that has been granted.
- 5.5** Upon a change in a Customer's Customer Segment, the applicable provisions in these Premier Master Account Terms and Conditions and other terms and conditions governing the use of Private Offers terminated by reason of a change in Customer Criteria shall continue to be binding on the Customer until all obligations and the Customer's obligations to the Bank in respect of these Individual Offers

have been returned and fully met. All applicable provisions in these Premier Master Account Terms and Conditions and other terms and conditions governing the use of any newly granted or supplemented Private Offers to which the Customer will be entitled after the change of Customer Criteria shall be immediately binding on the Customer.

- 5.6** The Bank shall not be responsible or liable for any loss or inconvenience caused to the Customer by any Customer Rating or revocation of the Customer Segment or any change in the Customer Segment that has been granted and this shall include any loss or inconvenience caused to the Customer by any the grant, termination or modification of any Private Offer in relation to the Customer's Customer Segment through no fault of the Bank.
- 5.7** Any Credit Card or other form of identification issued by the Bank to the Customer to show the Customer Segment has been issued to the Customer (if any) only to facilitate the identification of the Customer Segment. The Bank's records are the most valuable evidence of the Customer Segment that has been issued to the Customer at any given time, except for obvious errors.
- 5.8** Unless otherwise stated by the Bank, the withdrawal of the Customer Segment will not affect the use or operation of the Master Account or the Accounts.
- 5.9** Unless otherwise specified by the Bank, the revocation of the Customer Segment will affect the use or operation of any Credit Card or Offer, or other form of identification issued by the Bank to the Customer to represent the Customer Segment that has been issued to the Customer.
- 5.10** In the event that the Customer is no longer rated as a Premier Customer, the Customer accepts the terms and conditions of the Bank's General Terms and Conditions.

6. TRANSACTION DATA AND NOTIFICATIONS

- 6.1** Consolidated Account Statements shall be sent on a monthly basis or periodically at the request of the Customer, unless there are no transactions arising during the Consolidated Account Statement cycle or as otherwise required by law. The Bank reserves the right to choose, change and decide how to send the Consolidated Account Statement to the Customer in any method that the Bank deems appropriate, including the Electronic Account Statement through the Online Banking Service or to the email address registered with the Bank.

Specifically, the Account Statement will be submitted by one of the following methods and in order of priority below:

- (i) Via Internet Banking if you use this service (Customers who receive account statements via Internet Banking will not receive account statements via email and by paper mail)
- (ii) Via email provided above (For customers who do not use Internet Banking services and have provided an email address to the Bank)
- (iii) By paper mail to the Contact Address (Customers will receive paper statements only in cases where both of the above methods cannot be applied)

- 6.2** For Customers who have registered for the Send Message on Demand Service, SMS messages are sent to the phone number that the Customer has previously registered with the Bank to inform the Customer of the transaction arising on the Customer's Account and International Payment Card, The Customer accepts that there will be a period of time required to transmit the request, information or exchange via SMS. The Bank has the right to add, remove, change, terminate, temporarily stop providing any function of this service, or change the operating time of this service, the Bank will notify the Customer of this adjustment in advance. The Customer agrees that it is the Customer's responsibility to keep the phone number registered with the Bank and the accompanying devices connected to the Service. The Bank will not be responsible when the Customer does not receive the message because the phone number registered with the Customer's Bank is invalid, incorrect or for technical reasons of the carrier, or any other reason that is not due to the Bank's fault. If necessary, the Customer needs to change the phone number registered with the Bank through valid transaction channels. The Customer is responsible for keeping the Transaction Data sent to the phone number safe and secure and is responsible for the legal responsibility and all associated risks if the leakage and disclosure of the Transaction Data is sent to the Customer via SMS. The Customer agrees that the Bank is allowed to collect this Service fee from the Customer's account after receiving the Customer's request to register for the Service according to the Bank's current fee schedule from time to time. The Service Fee is collected on an annual basis and will be deducted from the Cardholder's Account in the month of issue of the Card and is non-refundable.
- 6.3** In addition to information about the Services, Accounts and Customer Ratings, the Consolidated Account Statement may include information (in the Bank's sole discretion) about the services, products or other types of accounts selected by the Customer or in connection with the Customer that are owned by the Bank (or any of its subsidiaries) maintain and provide from time to time the same identification documents as the Master Account (regardless of the relevant contact address).
- 6.4** The Customer will be deemed to have received and become aware of any transactions shown on each of the preceding month's Transaction Data or Consolidated Account Statements, whether or not actually received, on any earlier date, including: the date on which the Customer actually received a Transaction Data or Consolidated Account Statement; or the date on which the Customer actually received a Transaction Data or Consolidated Account Statement; or the date on which the Customer actually received a Transaction Data or Consolidated Account Statement; that the Customer becomes aware of events that cause the Customer to have reasonable questions about the possibility of error, omission or irregularity affecting the Account, including fraudulent or unauthorized conduct; or 15 (fifteen) days after the date on which the Consolidated Account Statement is sent by the Bank to the Customer as agreed in the Personal Account Opening Application, HSBC Premier Product Application regardless of whether the Customer actually receives the Transaction Data or the Consolidated Account Statement or not. The Consolidated Account Statement will also be considered delivered if it is placed in the Customer's personal mailbox at the Bank in the event that the Customer requests the Bank to provide the Personal Mailbox Utility. In addition, the Customer is also deemed to receive a Consolidated Account Statement on each access to the Internet Banking Services from time to time and subject to the Bank's relevant regulations for such products and services.

- 6.5** The Customer shall notify the Bank in writing if the Customer fails to receive the Consolidated Account Statement within the period for which the Customer should have received it in accordance with Clause 6.1. If the Customer decides not to receive the Consolidated Account Statement, the Customer waives his/her right to object.
- 6.6** Immediately after receipt of each Consolidated Account Statement and in any case no later than 60 (sixty) days from the date of the transaction ("60 Checking Days"), the Customer agrees to check and review each information shown on the Consolidated Account Statement, compare with the Customer's own data and immediately notify the Bank in writing according to the form prescribed by the Bank at the Bank's transaction points or via telephone switchboard (with recording) of any errors, omissions, invalidities, including forgery of signatures, fraud or unauthorized transactions or any objection by the Bank to the Consolidated Account Statement (collectively, "Account Irregularities"). In case of notifying the above issues via the telephone switchboard, the Customer agrees to supplement the written request for tracing and complaint according to the form prescribed by the Bank within 07 days from the date of the complaint as an official basis for the Bank to handle the trace. The above-mentioned form of request for tracing and complaint shall be publicly posted on the Bank's website at www.hsbc.com.vn/ or provided at the request of the Customer. If the Customer fails to notify the Bank within the 60 Checking Days period or within the earlier period as required by law, the balance shown on the Consolidated Account Statement and any information including Account Irregularities shall be deemed to be accurate, complete, competent and conclusive evidence binding on the Customer and whereby the Bank is relieved from all obligations in respect of any transactions established up to the date of the most recent Consolidated Account Statement, except for transactions which the Customer has notified in accordance with the provisions of this Clause.
- 6.7** If the Customer's actions or omissions cause or contribute to a loss on the Account (any kind of loss, tax, fee, penalty, fee or penalty and/or incurred by or against the Bank) then the Customer agrees that the Bank shall not be liable to the Customer in relation to the losses. The Customer agrees that failure to review the Account Statement in a timely manner as set out in this Clause 6 shall be deemed to have caused or contributed to the loss on the Account to the extent that any loss occurred following the period during which the error or omission would have been discovered if the Copy Account or Transaction Record is checked in accordance with the provisions of these Premier Master Account Terms and Conditions. The Customer also agrees that the Bank's maximum liability to the Customer is limited to the actual loss directly incurred on the principal amount erroneously withdrawn or erroneously withdrawn from the Customer's Account due to the Bank's gross negligence or willful misconduct.
- 6.8** The Customer agrees to allow the Bank to change the cycle of sending the Account Statement, the method of delivery of the Account Statement. In this regard, changes in the delivery of the Statement of Accounts may also be:

- i. Mailing or withholding the Account Statement if the Customer's mailing address registered with the Bank changes but the Bank has not received written notice from the Customer of such change; or
- ii. Correspondence (including Account Statements) that the Bank may send to an address previously registered by the Customer with the Bank is returned by the mail delivery unit for any reason;
- iii. Or when there are no Debit Transactions from the Account for 24 (twenty-four) months or more.

6.9 The Customer warrants that all details provided to the Bank (whether in the Premier Account Opening Form or HSBC Credit Card Application or otherwise), to the best of the Customer's knowledge, are accurate and up to date. The Customer undertakes to notify the Bank of any changes to these details, including but not limited to the Customer notifying the Bank without delay of any changes in the name and address of the Customer, the account holder, etc. as well as the termination, or modification, of any authority of representation before the Bank has been vested in any person. The Customer hereby authorizes and agrees to the Bank to update the residence status and other information (full name, date of birth, identity card number/citizen identity card/identity card/identity card/passport of the same date/month/year/place of issue, address) of the Customer based on the information/dossier provided by the Customer in the method that the Bank deems fit and without any additional written consent from the Customer. This update includes the case of abbreviation or discrepancy between the information on the Customer's Instruction and the dossier provided by the Customer, in which the information on the dossier provided by the Customer is the basis for comparison according to the Bank's regulations.

6.10 Time limit for handling tracing and complaints:

- (i) Within a maximum period of 30 working days from the date of receipt of the Customer's request for tracing, complaint, or complaint for the first time in one of the forms of receipt and the time limit specified in Article 6.5, the Bank will handle the Customer's request for tracing and complaint.
- (ii) Within a maximum period of 5 working days from the date on which the parties agree to the result of the complaint tracing under which the Bank is obliged to reimburse in accordance with these Premier Master Account Terms and Conditions, the Bank will make a refund to the Customer.
- (iii) In case the cause or fault of any party has not been determined by the expiration of the time limit for handling tracing and complaints, within the next 15 working days, the Bank will reach an agreement with the Customer on the plan for handling tracing and complaints.

6.11 In case the Bank, the Customer and related parties cannot reach an agreement and/or disagree with the process of requesting a trace, the dispute settlement shall be carried out in accordance with the provisions of law.

6.12 Notices sent by the Bank to the Customer shall be deemed to have been received by the Customer (in case of sending directly to an individual) at the time of delivery to the Customer personally or located at the address where the Customer last notified the Bank, (in case of sending by post) 48 hours after sending if the address is located in Vietnam and seven (07) days after the if the address is outside Vietnam or (in the case of sending by fax, telegram or email) immediately after transmission to the fax or telegram number or email address last notified in writing by the Customer to the Bank. Notices sent by the Customer to the Bank shall be deemed to have been sent to the Bank on the date on which the Bank actually receives such notice.

7. DISCLOSURE, COLLECTION, AND USE OF CUSTOMER INFORMATION

7.1. The Customer confirms that they agree to the provisions of the Appendix to the Terms and Conditions of Collection and Use of Customer Information, Financial Crime Risk Management and Tax Compliance attached to these Premier Master Account Terms and Conditions and HSBC's Privacy Notice which is publicly available on HSBC's website and related contracts and agreements between the Bank and the Customer.

7.2. The collection, storage and use of information of the Customer as a consumer shall be applied by the Bank in accordance with the set of rules specified in the Appendix " PRINCIPLES OF CONSUMER INFORMATION PROTECTION" (and additional amendments to this rule from time to time) published at <https://grp.hsbc/quytacbaovethongtincuanguoitieudung>

7.3. The Bank may amend, update or adjust the contents of the Consumer Information Protection Rules at any time as necessary. Supplements and adjustments to this rule will be posted on the Bank's official website or sent to customers via appropriate information channels.

7.4. Customers confirm that they have read, understood and agree to HSBC's Consumer Data Protection Code and any amendments published on the Bank's official website and publicly posted at HSBC's head office and business location. You expressly agree, voluntarily, affirmatively, unconditionally to the processing of your information by HSBC in accordance with HSBC's Consumer Data Protection Rules and any amendments to this code from time to time.

8. OFFSET

8.1 If any Account opened by the Customer with the Bank has a credit balance, and the Customer has breached its obligation to pay any Amounts Due to the Bank, the Bank reserves the right to use the amount held by the Customer with the Bank to pay off or refund the Amount Payable. This is called the right to "set-off".

8.2 Without limiting the foregoing, in the event that the Customer does not have sufficient deposit balance in any Account to pay the Amount Payable at a certain time and the Customer fails to repay the debt on time, any Amount Due will be deemed to be secured by any Payment Instrument (including Deposit

Term) issued by the Bank to the Customer and the Bank has the sole right to deem that such Payment Instruments are immediately due, payable and offset the proceeds for the payment of the Payable.

8.3 For the purpose of "Offset" and without prejudice to the other provisions of these Premier Master Account Terms and Conditions, the Customer acknowledges and agrees that the Bank will, at any time in its sole discretion, be entitled to:

8.3.1 Debit any Account equal to the Amount Owing;

8.3.2 Convert any amount into such currency as the Bank deems appropriate;

8.3.3 Combine and agree with all or any of the Customer's Accounts and the Bank will notify the Customer before performing these operations; and

8.3.4 Withhold, set off or transfer any amount owed by the Bank to the Customer or funds held in any Account (whether demand deposit, time deposit or otherwise) in relation to the Customer for payment of any amount and at any time in which the Customer owes the Bank in any currency whatsoever;

8.3.5 To the extent permitted by law, pay any Time Deposit for clearing purposes; in that case, the amount to be applied for clearing shall be the amount after deducting the Customer's debts to the Bank, if any.

8.3.6 Other cases as agreed between the Bank and the Customer

8.4 For the purposes set out in this section, the Customer's obligations or liabilities to the Bank or the Bank to the Customer may be current, future, actual, conditional, original, secure, separate or common.

8.5 All assets of the Customer held by the Bank will be subject to the Bank's right to hold collateral and the Bank reserves the right to retain and/or sell such assets in its sole discretion in order to fulfill the Customer's obligations to the Bank or its subsidiaries/branches.

8.6 The rights set forth in this clause shall be in addition to and independent of any other security held by the Bank at any time.

9. JOINT ACCOUNT

9.1 Joint Account means any Account in the name of more than one individual.

9.2 Unless there is a written agreement between the Joint Account Holders accepted by the Bank regarding the method of operation of the Joint Account, any Instruction relating to the use and operation of the Joint Account must be issued jointly by the Joint Account Holders.

9.3 Methods of Operating a Joint Account:

9.3.1 "Any Signature": For this request, the Joint Account Holders agree that the signature of any one of the Joint Account Holders in connection with or in connection with any matter with respect to the Joint Account shall be binding on the other Joint Account Holders and each Joint Account Holder shall be authorized to administer the Joint Account, this includes executing transactions by issuing transaction instructions to the Bank, closing the Account and issuing

any other instructions to administer the account without the co-signature of the Joint Account Holders.

9.3.2 "Both Signatures": For this request, the Joint Account Holders agree that any matter with respect to the Joint Account will require the consent of the Joint Account Holders by giving transaction instructions to the Bank and issuing other instructions to administer the Account including notification of changes to information relating to the Account General.

9.4 Each Joint Account Holder reserves the right to request the Bank to dispose of any funds in the Joint Account provided that the processing of funds by such Joint Account Holder is subject to the consent of the other Joint Account Holder, unless the Joint Account Holders have provided other express Instructions in writing and are approved by the Bank.

9.5 The responsibilities of each Joint Account Holder for the Joint Account are as follows:

9.5.1 Responsible for the payment of any debt to the Bank incurred by any other Joint Account Holder in connection with the Joint Account. Such liability shall include any agreement by the Bank to allow the Account to be overdrawn;

9.5.2 Notify any other Joint Account Holders of any announcements or information of the Bank. Any notice or information sent by the Bank to any one Joint Account Holder shall be construed as binding on all other Joint Account Holder(s);

9.5.3 The Joint Account Holders undertake not to use the Joint Account for the purpose of concealing foreign exchange transactions between the Joint Account Holders that are not in accordance with the applicable law.

9.6 If the Bank has entered into any agreement with a Joint Account Holder, such agreement shall not waive or reduce the obligations of other Joint Account Holders in any way.

9.7 If for any reason any of these terms and conditions do not apply or are not enforceable to a Joint Account Holder, those terms and conditions shall continue to be binding on all other Joint Account Holders.

9.8 Instructions given by any Joint Account Holder in accordance with the Mandate submitted to the Bank shall be binding on the other Joint Account Holders.

9.9 The bankruptcy or default of any one Joint Account Holder shall not affect the obligations of the remaining Joint Account Holders.

9.10 If any Joint Account Holder is an individual who dies or becomes insane or loses legal capacity to operate the Joint Account, the right to use the Joint Account and the obligations arising from the use of the Joint Account of such Joint Account Holder shall be enforced in accordance with the laws of Vietnam.

- 9.11** The amount in the Joint Account, after the death of any Joint Account Holder, will be handled in accordance with the provisions of the laws of Vietnam.
- 9.12** If requested by the Bank, each Joint Account Holder will sign a chargeback commitment in accordance with the Bank's form.
- 9.13** A Joint Account is opened by 2 (two) Joint Account Holders with the same residency status, in accordance with the current laws of Vietnam.

10. GENERAL PROVISIONS

- 10.1** Cases of incorrect credit to the Accounts for any reason may be corrected by the Bank by debiting the Account again. If the Bank detects an incorrect credit after the issuance of the Consolidated Statement of Account, the Bank will debit the Customer's Account in the same amount (make the entry adjustment) and notify the Customer of any corrective entries and make the entry adjustment made at the time issue the next Statement of Accounts. For interest calculation, the Bank will record the recovery book from the date of inaccurate bookkeeping.
- 10.2** Subject to the applicable provisions of the laws of Vietnam, the Bank may, at its discretion from time to time, cancel any cheques or other documents relating to the Accounts after such cheques or documents have been stored electronically (i.e. stored in digital image form) or taken in microfilm.
- 10.3** Unless otherwise agreed between the Bank and the Customer from time to time, the fees for products and services in force from time to time shall apply to all products and services and the Bank may provide a list of such fees upon request. These fees are reflected in HSBC's Premier Fee Schedule which is updated from time to time and published in the form of a conspicuous listing at the Bank's head office and business location and posted on the Bank's official website. The Bank reserves the right to amend and supplement the Fee Schedule applicable to Premier customers. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicizes them in the form of listing at HSBC's head office and business locations. The Customer's continued use of products and services immediately after the amendments and supplements of the Fee Schedule Applicable to Premier Customers take effect (as specified in the Bank's notice) will be considered as the Customer's approval of such amendments and supplements. In case the Customer does not agree to any amendment or supplement of the Fee Schedule applicable to Premier Customers, the Customer has the right to terminate the use of the Bank's products and services by notifying the Bank's information channels specified in the Terms and Conditions of this Premier Master Account
- 10.4** During Product and Service usage, the Customer and HSBC agree that, from time to time, HSBC will send text messages (SMS) or/and emails containing hyperlinks to the Customers to click on. These hyperlinks sent by HSBC will provide the Customers with information related to the following:
- 10.4.1 Applying for/ using Products and Services; and/or
- 10.4.2 Amending, supplementing, replacing Terms and Conditions of Product and Services; and/or

10.4.3 Promotion Program; and/or

10.4.4 Other information related to Product and Services.

10.5 Force Majeure Events: Force Majeure Events are events that occur beyond the Bank's control, cannot be foreseen and cannot be prevented, are the direct cause of loss or damage to the Customer and hinder the Bank's ability to perform its obligations to the Customer. The Bank will not be liable for Force Majeure Events (e.g. unavailability of funds or any losses incurred by the Customer due to restrictions on the ability to convert or transfer funds, complaints, mandatory transfers, changes in laws (e.g. foreign exchange regulations), the suspension of operations, expropriation, war or civil war, natural disasters, epidemics, strikes, strikes or other causes beyond the Bank's control, regardless of whether arising within or outside Vietnam or wherever funds are deposited or may be transferred).

10.6 All funds received/deposited to the Bank for credit to an Account must be confirmed by an automatically printed Bank receipt. The Customer is obliged to retain these receipts for the purpose of reconciliation when necessary. The Bank will not be responsible for the funds received/deposited without such automatically printed Bank receipt.

10.7 Anti-Money Laundering Provisions

10.7.1 The Bank and its member companies of the HSBC Group are obliged to comply with the provisions of laws, laws and requirements of state authorities in various countries/territories related to the fight against money laundering and the prevention of the financing of terrorism and the provision of financial and other services to individuals and organizations that are subject to the embargo laws, in addition to other provisions. The Bank may take and may instruct (or be directed to) other members of the HSBC Group to take any action that the Bank or other members consider, in its sole discretion, to take action in accordance with the above laws and requirements.

10.7.2 These actions include preventing and investigating any payment requests and other information or the exchange of information sent to or on behalf of the Customer through the systems of the Bank or any other member of the HSBC Group; and ask questions regarding whether a name that may be associated with an embargoed individual or entity is actually the embargoed individual or entity; and close the Account at the Bank's sole discretion.

10.7.3 Neither the Bank nor any member of the HSBC Group shall be liable for any loss (whether direct or indirect, including loss of profits or benefits) or damages incurred by any party arising from:

- (i) The Bank or any member of the HSBC Group delays or fails to execute these payment orders or any other obligation in relation to any account or to provide any services to the Customer due to the taking of all or part of the steps taken by the Bank or any member of the HSBC Group, by its own judgment, consider the appropriateness of taking these steps in accordance with the provisions of all laws, regulations of law and requirements; or
- (ii) The Bank exercises any of its rights under this clause.

10.7.4 In some necessary cases, the actions taken by the Bank may hinder or delay the processing of certain information. Accordingly, the Bank and any member of the HSBC Group do not

warrant that any information on the Bank's systems relating to payment instructions or other information and communications that are subject to the actions taken under this clause is accurate; current or updated at the time the information is accessed while these actions are being taken.

10.8 The right to perform secured transactions.

Without the prior written consent of the Bank, the Customer may not use the Account(s) to carry out any security transaction.

10.9 Compliance with Vietnamese Laws

The Bank's activities are based on the laws of Vietnam. The Bank reserves the right to refuse to execute any instruction given by the Customer to the Bank until the Bank finds that such instruction is in accordance with the laws of Vietnam.

10.10 Reimbursement/Waiver

10.10.1 The Customer agrees to be responsible for and indemnify the Bank and release the Bank from liability at all times for any losses, claims, liabilities, actions, lawsuits, expenses, including legal, accounting and other costs, taxes, fines, fees or penalties incurred by the Bank if these penalties have arisen from or are in relation to the Bank providing Account and/or Services to the Customer or executing of Instructions of the Customer.

10.10.2 The Bank shall only reimburse the Customer for the actual loss that the Customer bears directly if the loss is solely and directly arisen due to the Bank's negligence or wilful misconduct in relation to the provision of the Bank's Services.

10.11 Get updates.

Unless expressly instructed in writing by the Customer to refuse to receive updates from the Bank, including advertising and product and service information of the Bank and the Customer, by signing the Account Opening Form, agrees to allow the Bank to send to the Customer updated information about the Bank's products and services in any form and at all times.

10.12 The Customer assures and guarantees to the Bank that:

10.12.1 All information provided by the Customer to the Bank (whether under the Account opening application or in any other document) is accurate to the best of its knowledge and undertakes to notify the Bank of any changes to such information. Specifically, the Customer must notify the Bank without delay of any change in the name and address of the Customer, the account holder, as well as the termination, or modification, of any authority of representation before the Bank that has been assigned to any person. The Customer also acknowledges that the Bank reserves the right to use any information registered with the Bank (including address, telephone number, email address and fax number) to contact the Customer.

10.12.2 The Customer agrees to indemnify the Bank against all claims, demands, litigation, proceedings, losses, damages, liabilities, costs and expenses (including but not limited to

foreign exchange damages, taxes and other Amounts Owing, interest, service charges, legal fees and costs on a full indemnification basis) that the Bank may incur or incur as a result of the use of the Account or the use of the Services by the Customer in contravention of the law or the Terms and Conditions of this Premier Master Account.

10.13 Any communication documents delivered in person, sent by post, sent by fax, telex or email will be deemed to have been received by the Customer at the time of hand-delivery or delivered at the latest address notified in writing by the Customer to the Bank (if delivered in hand); or 48 (forty-eight) hours after sending if the address is in Vietnam and 07 (seven) days after sending if the address is outside the territory of Vietnam (if sent by post); or immediately after delivery to the latest fax number or telex number or e-mail address notified in writing by the Customer to the Bank (if transferred by fax, telex or e-mail), and shall be deemed to have been sent to the Bank on the date of actual receipt.

10.14 The Bank is not obliged to provide tax advice to customers.

It is the Customer's responsibility to fulfil his/her global tax declaration and reporting obligations in relation to an Account, and the Bank expects the Customer to comply. The Customer is obliged to provide any information required by the Bank in accordance with the law so that the Bank can fulfill its own tax compliance and reporting obligations.

10.15 Language, Governing Law and Dispute Resolution Bodies

10.15.1 These Premier Master Account Terms and Conditions are in English and Vietnamese. In case of inconsistency between these two languages, the Vietnamese version will take precedence.

10.15.2 These Premier Master Account Terms and Conditions, the Appendices, and the attached Terms and Conditions are governed by and construed in accordance with the laws of Vietnam. Disputes arising between the Customer and the Bank arising out of or in connection with these Premier Master Account Terms and Conditions, the Appendices, and the Terms and Conditions are agreed by the parties to submit to the exclusive jurisdiction of the courts of Vietnam.

10.16 The Bank reserves the right to amend and supplement any provisions of this Premier Master Account Terms and Conditions. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicizes them in the form of listing at HSBC's head office and business locations. The Customer's continued use of products and Services immediately after the amendments and supplements to the Terms and Conditions of the Premier Master Account (as specified in the Bank's notice) shall be deemed to be the Customer's acceptance of the amendments. that supplement. In the event that the Customer does not agree to any amendment or supplement of the Terms and Conditions of the Premier Master Account, the Customer has the right to terminate the use of the Bank's products and services by notifying the Bank's information channels specified in this Premier Master Account Terms and Conditions.

10.17 Customer's rights in accordance with the law

All rights of the Customer under the provisions of the law are not limited by any provision of this Premier Main Account Terms and Conditions, including rights relating to the account, services not clearly described fairness between the Customer and the Bank as set out in the Master Account Terms and Conditions Premier, and the right to close the account or the right to make a claim.

10.18 Responsibilities of Customers when carrying out one-way money transfer activities from Vietnam to abroad and payment and remittance for other current transactions of residents being organizations and individuals:

10.17.1. Provide the Bank with full and accurate information in accordance with the provisions of law and take responsibility before law for the authenticity of the information provided to the Bank. Accordingly, customers wishing to make transactions of buying, transferring and carrying foreign currency for the purposes of one-way money transfer and payment and money transfer activities for other current transactions need to provide the Bank with at least the following information:

- i. Information identifying that the Customer is an individual who buys, transfers or carries foreign currency in accordance with the law on prevention and combat of money laundering.
- ii. Necessary information about the beneficiary for payment activities, money transfer for the purpose of one-way money transfer and other current transactions: Name of the beneficiary individual, account number of the beneficiary individual, beneficiary bank (address, country). In case the beneficiary's account number is not available, the identity card number or citizen identification number or passport number or legal document number of equivalent validity shall be provided.
- iii. The Bank has the right to refuse or fail to sell, transfer or issue certificates of carrying foreign currencies abroad (if prescribed by law) if the individual fails to provide complete and/or accurate information as prescribed in this Article.

10.17.2. Present papers and documents when buying, transferring or bringing foreign currency abroad for the purposes of one-way money transfer of individuals and payment and money transfer for other current transactions according to the Bank's regulations.

10.17.3. Take responsibility before law for the authenticity of papers and documents presented to the Bank.

10.17.4. It is not allowed to use a set of documents to buy, transfer or carry foreign currencies in excess of the amount stated on relevant papers and documents, foreign currency levels purchased, transferred or carried abroad at one or more licensed banks.

10.17.5. Using foreign currency cash purchased at the Bank for the right purpose and in accordance with the provisions of law.

10.17.6. It is forbidden to buy, transfer or bring foreign currencies abroad for the purposes of money laundering, terrorist financing, financing the proliferation of weapons of mass destruction, fraud, fraud and other acts of violating the law.

10.17.7. Residents who are individuals, when making payments or remitting money abroad for goods purchase and sale through overseas Goods Exchanges, shall comply with the State Bank's regulations guiding one-way money transfer activities from Vietnam to abroad and make payments. remittance of money for other current transactions of residents being organizations and individuals, regulations on goods purchase and sale through overseas Goods Exchanges through Goods Exchanges in Vietnam that are linked to overseas Goods Exchanges and relevant regulations.

10.19 The Customer commits:

- (i) the level of purchase, transfer and bringing of foreign currency abroad in accordance with the provisions of Circular 20 and other regulations of the Bank;
- (ii) provide all information, papers and documents to the Bank and take responsibility before law for the authenticity of the information, papers and documents provided to the Bank;
- (iii) not using a set of documents to purchase, transfer or carry foreign currencies in excess of the amount stated on relevant papers and documents, foreign currency levels purchased, transferred or carried abroad at banks or many licensed banks;
- (iv) using foreign currencies in cash purchased at permitted banks for the right purposes and in accordance with the provisions of law;
- (v) not buying, transferring or bringing foreign currencies abroad for the purposes of money laundering, financing terrorism, financing the proliferation of weapons of mass destruction, fraud, fraud and other acts of law violation;
- (vi) comply with the provisions of Circular 20 and other relevant legal provisions.

10.20 Tracing, Complaint

If the Bank's services do not meet the Customer's satisfaction, or the Customer thinks that there is an error, the Customer should notify the Bank.

The Bank will respond to the Customer on the receipt of the Customer's feedback and complaint within three (03) working days from the date of receipt of such feedback and complaint. To the extent possible, the Bank will settle complaints within seven (07) working days, unless otherwise provided by applicable law. In case of complications, it may take more time to consider and resolve, the Bank will notify the Customer. Depending on each case, the Bank will also take appropriate measures to prevent the same incident from repeating.

Customers can respond or complain directly to the Bank by:

- i. Contacting the Customer Service Center via direct@hsbc.com.vn mailbox or call one of the following numbers:
 - Premier customers: (84) 28 37 247 666 (open 24/7);
 - Platinum Cash Back Credit Cardholders; HSBC Live+ and TravelOne: (84) 28 37 247 248 (available 24/7);
 - Individual Customers: (84 28) 37 247 247 (South) or (84 24) 62 707 707 (North) (Available 24/7 for reports of loss or mistaking of cards or security devices, transaction complaints or

other Card-related complaints, and daily from 8 a.m. to 10 p.m. for other matters. Individual customers in the Central region can contact the Customer Service Center at one of two numbers: North or South.

- ii. Contacting Branch/Transaction Office: Branch/Transaction Office Manager, Customer Relationship Manager, Customer Service Manager or Branch/Transaction Office staff; or
 - Sending messages from 'Secure Messages' or 'Live Chat' on Internet Banking; or
 - Sending the letter form posted in the 'Contact Us' section on the Bank's homepage at www.hsbc.com.vn; or
 - Sending a letter to:
HSBC Bank (Vietnam) Limited
P.O. Box 087, Saigon Central Post Office, P.O. Box 087
Ho Chi Minh City, Vietnam
- iii. If the Customer believes that his/her feedback or complaint has not been satisfactorily resolved and would like to refer it to the Bank's higher management for consideration, they may send a letter to:
Customer Response Department
HSBC Bank (Vietnam) Limited
Metropolitan Building, 235 Dong Khoi, District 1, Ho Chi Minh City, Vietnam
- iv. If the Customer is still not satisfied with the Bank's solution, the Customer has the right to submit the matter to the competent state agencies for an objective judgment. Although the Bank hopes that the Customer will not choose to submit their request to these agencies, if necessary, the Bank believes that a decision from an independent agency will help to answer Customer's questions in the most appropriate way. The Bank will coordinate with the competent authority when requested.
- v. Priority cases for reception and settlement are specified in the General Policy on Protection of Vulnerable Customers published on the Bank's website.

10.21 Audio and video recording of instructions, notices or information by image or speech

The Customer hereby understands and agrees, and authorizes the Bank to use the audio, video recording system or use the message recording system during the provision of the Accounts and Services to the Customer. In addition, the Customer also understands, agrees and allows the Bank to store and use audio and/or video recordings for verbal instructions received from the Customer and/or for any information, verbal and visual notices between the Customer and the Bank related to the Accounts and Services by any what forms and means of audio and video recording that the Bank deems appropriate.

10.22 Severability: If any part of these General Terms and Conditions is held by a court or competent authority to be unlawful, void or unenforceable, that decision will not affect the enforcement of the remainder of these General Terms and Conditions.

10.23 In addition to complying with the provisions of this Premier Master Account Terms and Conditions, the Customer needs to comply with and agree to the Terms and Conditions of each product and service that the Customer registers and uses.

- 10.24** The Bank always strives to apply the highest standards of service quality to protect the interests of its customers. Along with focusing on facilities and human factors, the Bank is also interested in improving the service process and the diversity and convenience of each product and service in order to bring the best experience to each customer when using products or services of the Bank. The customer experience will be optimized by the Bank in each product and service, meeting diverse needs, catching up with market trends, and taking optimal care with many attractive incentive programs.
- 10.25** The Bank will notify the Customer of the payment of the fee to continue using the product or Service in the agreed manner at least 07 working days before the expiration date of the Service.
- 10.26** The Bank will notify the Customer of the time of termination of the contract for each product or service in the agreed manner at least 07 working days before the date of the contract or the end of such service.

II. HSBC'S PREMIER CUSTOMER CRITERIA AND PREMIER CUSTOMER BENEFITS

HSBC Premier Customer by Total Relationship Balance Criteria, HSBC Premier Customer by Salary Criteria, HSBC Premier Customer by Home Loan/Mortgage Criteria Criteria, HSBC Premier Customer by Other Criteria (hereinafter referred to as “Premier Customer” or “Customer”).

1. PREMIER CUSTOMERS BY TOTAL RELATIONSHIP BALANCE (TRB)

1.1. The HSBC Premier Customers By Total Relationship Balance criteria applies to Customers holding a total balance of VND 01 billion or equivalent in foreign currency.

1.1.1. The Total Relationship Balance is calculated by adding up all the average daily balances of the customer's accounts during the calendar month ("**Total Relationship Balance**" or "**TRB**").

1.1.2. To ensure the Customer’s privacy, the Bank does not combine the balance in the Sole Account when calculating the Total Balance of the Joint Account.

For illustrative purposes, please see the example below: Calculate Total Relationship Balance for Customers with both Sole and Joint Accounts.

Customer Name	Account Types	Monthly BBalance	Account	Total Relationship Balance for the Month	Service Fee
Mr. A & Mrs. B	General	\$20,000		\$20,000 (Joint Account only) (**)	\$25
Mr. A	Private	\$150,000		\$150,000 (Sole) + \$20,000 (Joint) = \$170,000	Exempt
Bà B	Private	\$200,000		\$200,000 (Sole) + \$20,000 (Joint) = \$220,000	Exempt

1.2. Unless otherwise agreed upon between the Bank and the customer from time to time, the customer may be charged a monthly maintenance fee if the Total Relationship Balance falls below the minimum requirement in Vietnam Dong. This fee is reflected in the HSBC Premier Tariff applicable to HSBC Premier Customers, which is updated occasionally.

1.3. At its sole discretion, the Bank reserves the right to remove or revoke the HSBC Premier Criteria if the Customer fails to meet the appropriate criteria after 05 consecutive months.

2. PREMIER CUSTOMERS BY SALARY CRITERIA

2.1. The HSBC Premier by Salary criteria applies to customers who meet the following conditions and are effective from the date of successful account opening or upgrading to HSBC Premier services:

- (i) Receive a monthly minimum salary of VND 100 million (or equivalent foreign currency value); and

(ii) Transfer to the customer's account opened at the Bank.

- 2.2. The Bank reserves the right to terminate The HSBC Premier by Salary criteria when:
- (i) The monthly salary transfer to the customer's HSBC account is less than VND 100 million; or
 - (ii) Without salary transfer for three (03) consecutive months.

3. PREMIER CUSTOMERS BY HOME LOAN/MORTGAGE

- 3.1. The Trial Period applicable for the HSBC Premier Home Loan/Mortgage criteria is 12 consecutive months from the time the customer successfully opens an account or upgrades to HSBC Premier services (hereinafter referred to as the "**Trial Period**"). During the Trial Period, the customer is not required to meet the Total Relationship Balance criteria to be an HSBC Premier Customer.
- 3.2. The HSBC Premier Home Loan/Mortgage criteria applies to customers who meet the following conditions:
- (i) Customers who have a home/mortgage loan with a minimum outstanding balance of VND 5 billion; and
 - (ii) Loan amount less than 60% of the value of the mortgaged property and
 - (iii) Monthly salary credits to HSBC accounts and
 - (iv) After the Trial Period, the customer is required to meet Total Relationship Balance criteria to be an HSBC Premier Customer.
- 3.3. Unless otherwise stated in the other terms and conditions in each specific case, all terms and conditions also bind HSBC Premier Home Loan/Mortgage Customers and the HSBC Premier Service Fees applicable to HSBC Premier Customers. When the Customer meets the HSBC Premier Home Loan/Mortgage Customers criteria, the Customer will be exempted from the Premier Service fee when the Total Relevant Account Balance does not reach the minimum balance.
- 3.4. During the Trial Period, The Bank reserves the right to terminate HSBC Premier Customers under the Home/Mortgage Criteria if when the Customer no longer maintains an eligible home loan/mortgage loan at the Bank as mentioned in item 3.2.i), ii) and iii) under this Terms and Conditions.
- 3.5. After the Trial Period, The Bank reserves the right to terminate HSBC Premier Customers under the Home/Mortgage Criteria if when the Customer fails to meet Total Relationship Balance criteria at the Bank.
- 3.6. If eligible, HSBC Premier Customers under the Home/Mortgage Loan Criteria, and subject to the Bank's approval, can be transferred to another HSBC Premier Customer Segment upon demand.

4. PREMIER CUSTOMERS BY OTHER CRITERIA

Subject to the Bank's sole discretion from time to time, the Bank may consider Customers under Other Criteria, as HSBC Premier. These Other Criteria are including but not limited to the following Customer Segments:

- 4.1. The International Premier Customer segment is applicable to customers who are HSBC Premier customers in other HSBC countries.
- 4.2. The Premier Child Customer segment applies to customers aged 15 to 28 years old and their parents are HSBC Premier customers.
- 4.3. The Premier Staff segment applies to HSBC Vietnam staffs and meets the conditions specified by the Bank from time to time.
- 4.4. The Corporate Premier customer segment applies to customers who are senior personnel of the company who are corporate customers of the Bank and meet the conditions specified by the Bank from time to time.

5. GENERAL TERMS

- 5.1. If HSBC Premier Customer i) requests, (ii) meets the eligibility criteria, and (iii) subject to the Bank's approval, the Customer may be transferred to another HSBC Premier Customer Criteria.
- 5.2. At its sole discretion, the Bank reserves the right to remove or revoke the Premier Customer Criteria if the Customer fails to meet the appropriate criteria after a period specified by the Bank. The Bank will notify the Customer ahead of the change, as deemed appropriate.
- 5.3. Accordingly, unless otherwise provided, any Credit Card, Account, Master Account, and Benefits granted to the Premier Customer Criteria will also be affected or revoked.

The Bank reserves the right to reject applications for opening an Account or upgrading to HSBC Premier Customer that are invalid, unclear, incomplete, and/or not accompanied by the necessary documents by the Bank's policy.

- 5.4. The Bank reserves the right to terminate a Premier Customer when the Customer no longer meets the Bank's requirements.
- 5.5. Unless otherwise provided in other terms and conditions in each specific case, Premier Customers are bound by all terms and conditions, and the HSBC Premier Tariff applies to HSBC Premier Customers.

6. SERVICES FOR PREMIER CUSTOMERS

- 6.1. The Exclusive Offers that customers enjoy under HSBC's Premier program include Accounts, Services, bonuses, benefits, privileges and other similar payments which may or may not be related to

Banking services and may be provided directly by the Bank or other members of the Group HSBC or other third parties that are designated by the Bank or its members, as determined by the Bank and/or such members from time to time.

6.2. Emergency services for Premier customers

a. In the event that the Customer is provided with the Premier Customer Emergency Service, the Customer agrees to be bound by these Premier Master Account Terms and Conditions and the relevant Terms and Conditions of Mastercard International and/or the designated agents/third - party service providers for this type of service.

b. Premier Customer Emergency Services will be provided by Mastercard International and/or its agents and/or designated agents/third-party service providers. The Bank shall not be liable in any way for any acts, claims, losses, damages, or liabilities of any nature arising out of any act or inaction of Mastercard International and/or its agents or/and any designated agents/third party service providers in connection with the Premier Customer Emergency Service if the Bank is not at fault.

6.3. To facilitate the Bank and other members of the HSBC Group in determining whether the Customer is entitled to certain Private Offers offered by the Bank and other members of the HSBC Group under the HSBC Premier Customer Programme and to be able to provide these Private Offers to the Customer when, the Customer meets the conditions, the Customer authorizes the Bank and these members of the HSBC Group to have the full right to share information relating to the Customer and his/her accounts, including Personal Data. Further, the Customer authorizes the Bank and all members of the HSBC Group to use, retain, process, disclose, and transfer (whether within or outside the relevant country/territory and regardless of in and outside the HSBC Group) all information relating to the Customer that the Bank or members of the HSBC Group deem necessary for granting such Private Offers, including information relating to Debts (defined below).

6.4. Unless otherwise specified by the Bank or other members of the HSBC Group, the Individual Offers for Customers by other members of the HSBC Group will always be contingent on the Customer being granted and maintaining the Customer Criteria for HSBC Premier Customers with the Bank (or another member of the HSBC Group, if appropriate). Each of these Individual Offers may be subject to specific Terms and Conditions set forth by the Bank and/or the relevant members) of the HSBC Group, and the Customer agrees to such binding Terms and Conditions.

III. TERMS AND CONDITIONS FOR ONLINE BANKING

The Terms and Conditions for Online Banking Services ("**Online Banking Terms and Conditions**") set forth and explain the Customer's responsibilities and obligations in relation to the Services and information used by the Customer or requested by the Bank or the Services and information provided by the Bank to the Customer via HSBC Personal Internet Banking under HSBC Internet Banking Services.

1. CUSTOMER CONFIDENTIALITY OBLIGATIONS

- a. The Customer acknowledges that it accepts the provisions of the Premier Master Account Terms and Conditions, the Online Banking Terms and Conditions and the amended and supplemented documents and follows the instructions and any security procedures referred to in this document provided by the Bank in the online environment.
- b. To use the Services, the Customer will need a Username, a Secure Device or Mobile Device with the HSBC Vietnam App installed with the Digital Secure Key feature active and a Password (if required).
- c. The Customer is the only person who is responsible for carefully considering and selecting the Security Device/Digital Secure Key that suits his/her needs. Each Personal Internet Banking Account associated with a Username is only entitled to use one Security Code Initialization Method at a time.
- d. The Customer is the sole person responsible for requesting the Bank to replace a Security Device that was previously issued but subsequently lost or unable to perform its function as intended.
- e. Customer is the sole person responsible for activating the Digital Secure Key feature to replace the Security Device in the initialization of the Security Code.
- f. The Customer agrees to follow the instructions provided by the Bank when creating the Username, Password, Password Reset Question, Security Code and other confirmation requirements of the Bank, from time to time, to identify the Customer.
- g. For Offline Password Reset, the Customer may change the Password at any time but any change will only be effective upon acceptance by the Bank.
- h. In order to reset the password online, the Customer needs to provide the Bank with the Login Name, complete the Password Reset Questions and provide confirmation of the use of the Secure Device/Digital Secure Key.
- i. The Bank uses the Username, Security Code, Password Reset Question and Password (if applicable) to identify the Customer. Customer is responsible for everything Customer does with its Username, Password Reset Question, Customer Security Code, and Password (if applicable).
- j. Customer shall keep his/her Password confidential and secure such Password and take reasonable measures to prevent unauthorized use of Customer's Username, Password, Password Reset Questions, and Security Code. You must not allow anyone else to possess or control the Security Device or Mobile Device used to use the Digital Secure Key feature under any circumstances and at any time.

- k. Once Customer has logged in to use the Service, Customer may not leave the terminal or other device used by Customer to connect to the Service at any time or allow any other person to use such terminal or device until Customer has logged out of the Service by opting out. Customer will be responsible for ensuring that Customer has logged out of the Service at the end of each period.
- l. The Customer must notify the Bank immediately of any unauthorized connection to the Services or of any unauthorized transaction or request that the Customer knows or suspects or if the Customer suspects that someone knows the Username, Password, Questions To reset your Password and Security Code or to possess, control or use a Secure Device or Mobile Device used for the Digital Secure Key feature.
- m. Customers can contact them directly or through the information channels published in the Premier Main Account Terms and Conditions. The Bank may require the Customer to confirm in writing any details provided by the Customer. The Customer will also have to immediately change their Password to another number or set that they have never used before. Until the Bank actually receives the aforementioned notice, the Customer remains responsible for the use of the Service by unauthorized persons or for unauthorized purposes.
- n. During the provision of the Service, the Bank may ask the Customer for the Customer's Login Name for system maintenance or upgrade or customer care but will not ask for the Customer's Password. If the Customer provides the Bank with the Login Name, the Bank will keep this information confidential. The Customer shall not disclose the Customer's password to anyone, including the Bank's employees.
- o. Customer agrees that Customer will be responsible for implementing and protecting any computer program or personal computer used to connect to the Service.
- p. The Customer agrees to carefully check the transaction statement and account statements and notify the Bank immediately if there are any discrepancies.

2. REQUESTS RELATED TO SERVICES

- a. According to the provisions of the Terms and Conditions of Online Banking Services, a request shall be construed as any request or instruction given by the Customer to the Bank through the use of one or more Online Banking Usernames/Personal Codes, Passwords, etc. Questions to Reset Passwords, Security Codes and any other formats specified by the Bank from time to time ("**Customer Requests**")
- b. The Customer proposes and authorizes the Bank:
 - i. based on and performance of all of the Customer Requests in force and effect, expressly authorized by the Customer, even if such Customer Requests may be inconsistent with any other undertakings made at any time in relation to the Customer's Accounts; and
 - ii. debit from the Customer's Accounts any amount that the Bank has paid or incurred as a result of fulfilling the Customer Requests.
- c. A Customer Request is considered valid and accepted by the Bank if the Customer Request is valid through the Services using the Username, Security Code, Password Reset Question, Valid Password and any other verification prescribed by the Bank, if applicable.

- d. A valid Customer Request for a Joint Account (including the opening of an Online Deposit Account and a Time Deposit Account) is considered a request by the Joint Account Holder.
- e. When the Customer uses his/her Username, Password (if applicable) and Security Code to submit the Customer Requests in relation to the Services, such Customer Requests cannot be changed or withdrawn without the Bank's approval.
- f. The Bank reserves the right to refuse the Customer's Request or delay in responding to the Customer's Customer Requests while the Bank verifies the Customer's identification characteristics or the details of the Customer Requests. The Bank may also refuse to comply with a Customer Request if the Bank knows or suspects that there is a breach of security or is unable to do so, for example a transaction that exceeds the limit.
- g. When the Bank becomes aware of or suspects a breach of security or other suspicious circumstances related to the operation of one or more of the Customer's Accounts or the Services, the Bank may, in its sole discretion, refuse to perform or delay the execution of the Customer's Request and in such case, the Bank will notify the Customer as soon as possible.
- h. Upon suspicion of a breach of security or in the event of Force Majeure, the Bank may suspend the provision of any Services to the Customer without notice when the Bank deems it necessary or advisable to do so, for example for the protection of the Customer. For security reasons and to protect the interests of the Customer, the Bank reserves the right to consider and suspend the operation of the E-Banking Account if this account is not accessed within 12 months. In order to use the E-Banking Service again, the Customer must contact the Bank to re-register for the E-Banking Service.
- i. Possible problems with computer systems, the Customer acknowledges that the Customer's Requests may not reach the Bank via the online network. The Bank will not accept any responsibility in relation to the Customer Requests submitted to the Bank that are not received by the Bank for any reason beyond the Bank's control.
- j. After registering for Internet Banking, the Customer will receive an electronic statement of the Account periodically as a printed statement. Customers can access it at any time by selecting the Statements section on the left-hand side of the Internet Banking category and can be downloaded or saved to a computer.
- k. When the Customer changes the Account Segmentification, segment or Customer Segment (Premier Customer, HSBC Payroll Customer, Regular Individual Customer, or other Account Segmentification, segment, Customer Segment that the Bank may apply from time to time), Beneficiary Accounts saved on Internet Banking will not be used again. Customers can re-register the list of Beneficiary Accounts on Internet Banking in the manner instructed by the Bank from time to time.

3. REGULATIONS ON THE USE OF THE SERVICE

- a. The Customer may not use the Services for or in connection with any purpose or activity that is not permitted or prohibited by law. The Customer must notify the Bank as soon as possible if the Customer becomes aware that the Services are being used for or in connection with an unlawful purpose or activity.

- b. The Customer must not (and shall not attempt to) disrupt or harass or attack in any way any part of the Services (including the online website, Security Device, HSBC Vietnam App, Digital Secure Key feature or software related to the Bank or the Services). The Customer must not (and shall not attempt to) connect to anything related to the Services (including online websites or software related to the Bank or the Services that the Bank does not intend for the Customer to connect to except using the Login Name; Security Code, Password (if applicable), and Password Reset Questions.
- c. The Customer shall be liable for any direct losses incurred by the Customer from improper transactions arising directly from or in connection with the use of the Services due to the Customer's negligence, error or willful act.
- d. If the Customer allows any person to use one or more of the following:
 - i. Username
 - ii. Password
 - iii. Questions to reset password
 - iv. Security Device/ Digital Secure Key;
The Customer shall be responsible for all claims, losses and consequences arising out of or in connection with all transactions conducted through the use of the Services by or with the consent of such person.
- e. If the Customer engages in an unauthorized, unauthorised, or prohibited transaction, the Customer will be liable for some or all of the losses arising from such unauthorised transaction. Improper transaction including failure to take reasonable steps to comply with any of the confidentiality obligations referred to in the Online Banking Terms and Conditions and/or any unreasonable delay in notifying the Bank of the disclosure or the possibility of disclosure to a person other Username or Password or Questions to Reset Password or Security Code and/or the unauthorized use, control or loss of the Security Device/Mobile Device used to use the Customer's Digital Secure Key Feature.
- f. If the Customer has notified the Bank as soon as possible of the disclosure or possibility of disclosure to another person of the Login Name or Password or Questions to Reset the Password or Security Code and/or the unauthorized use, control or loss of the Security Device/Mobile Device used to use the Feature The Customer shall not be liable for losses incurred after the Bank has received such notice unless the Customer acts intentionally or carelessly.
- g. The Customer is not responsible for losses caused by:
 - i. the intentional or negligent acts of the Bank's employees or representatives or parties involved in the provision of the Services;
 - ii. Errors occurring on the Bank's systems, including those used to provide the Services, except for errors that are obvious or have been advised by a notice or message;
 - iii. Unauthorized transactions appear before the Customer creates the Internet Banking Username/Personal ID and Password (if applicable) and after the Bank has received the Customer's notification as specified in the Terms and Conditions of Online Banking Services;

- iv. Losses from unauthorized transactions caused through the use of the Service are the result of computer-related crime that would have been prevented by the risk control and regulatory measures adopted by the Bank.

4. LIMITATION OF BANK LIABILITY

- a. The Bank is not responsible for any errors, delays or omissions caused by beyond the Bank's control or through no fault of the Bank.
- b. When the Bank becomes aware of or suspects a breach of security or other suspicious circumstances in relation to or in connection with the use of one or more of the Customer's Accounts or the Services in general, the Bank may, in its sole discretion and without any liability, refuse to comply with or delays in complying with the Customer's Request and in such case, the Bank will, to the extent possible, notify the Customer.
- c. The Bank is not responsible for any loss or damage that the Customer encounters or suffers due to the Customer's failure to maintain confidentiality and/or use the Security Device, Password Protection in accordance with the Bank's requirements and recommendations.

5. DIGITAL SECURE KEY

- a. The Bank will use reasonable endeavours to ensure that the Security Device provided to the Customer will function to the extent necessary to enable connection to the Services upon Customer's Request.
- b. The Customer must notify the Bank immediately if any Security Device does not function properly and the Bank will replace the Security Device, the replacement of the Security Device will be charged by the Bank, except in the following cases:
 - i. The defective Security Device is returned to the Bank within 90 days from the date of issuance; and
 - ii. The Bank has evidence that the Customer was not at fault or negligent in causing or contributing to the failure of the Security Device to function properly;
 - iii. From February 2021, unless otherwise decided by the Bank, the Digital Secure Key feature is the default tool (replacing the Security Device) to generate a Security Code for Personal Internet Banking.
- c. For customers who are currently using a Security Device, when the Customer successfully activates the Digital Secure Key feature, the Customer's Security Device will be immediately invalidated.
- d. The Customer may delay the activation of the Digital Secure Key for a certain period of time ("**Waiting Period**") specified by the Bank from time to time. During the Standby Period, customers can still use the HSBC Vietnam Security Device and App normally.
- e. After the Standby Period, if the Customer has not successfully activated the Digital Secure Key feature, the Customer may continue to use the Secure Device to log in and use the Services available on Personal Internet Banking, however, the Customer will not be able to access and use the HSBC Vietnam App until the Customer successfully activates Digital Secure Key feature.

- f. In the event that the Customer has activated the Digital Secure Key for use but later wishes to return to use the Security Device, provided that the Security Device continues to be provided/accepted by the Bank, the Customer will be required to follow the Bank's procedure at that time for changing the method of generating the Security Code and bear any fees that may apply.
- g. When any of Customer's Mobile Device(s) with Digital Secure Key feature are:
 - i. unable to operate the necessary features normally; or/and have a reduced level of security or are unable to maintain compliance with the security requirements in accordance with the Bank's instructions/recommendations;
 - ii. or is no longer in Customer's control (whether accidental or intentional) including but not limited to damage, loss, theft, alteration, hacking, control interference or theft of data.

In these cases, the Customer is responsible for immediately removing the device from the list of devices registered to use the HSBC Vietnam App via:

- i. The HSBC Vietnam App is installed on another compatible Mobile Device (subject to the availability of the relevant feature on the HSBC Vietnam App from time to time); or/and
- ii. Contact the Bank's Customer Service Center; or
- iii. Any other method applied by the Bank from time to time and specified in the Premier Master Account Terms and Conditions.

6. REMITTANCE LIMIT ON ONLINE BANKING AND HSBC VIETNAM APP

Remittance limits on HSBC Internet Banking / HSBC Vietnam App include:

- a. Daily limit: The maximum cumulative total amount of money transfers that customers can make via Internet Banking and HSBC Vietnam App in a single day. In particular, this limit:
 - i. At the time of account opening, the Customer accepts the daily limit issued by the Bank and the maximum daily limit may be changed by the Bank from time to time;
 - ii. In the process of using the Account, the Customer may register (in the manner prescribed by the Bank from time to time) to adjust the daily limit to be lower than the initial daily limit granted by the Bank;
 - iii. In the process of using the Account, the Customer may register (in the manner prescribed by the Bank from time to time) to adjust the daily limit increase, but the new limit shall not exceed the maximum daily limit as prescribed by the Bank from time to time.
 - iv. The change of the limit as prescribed in this Article shall only be made when the Bank receives the Customer's registration and is approved by the Bank. The effective date of the limit increase or decrease will be notified by the Bank to the Customer at the time of registration.
 - v. Transactions that meet all of the following conditions will not be counted towards the daily transfer limit, including:
 - Online transfer order to overseas bank account or foreign currency online transfer order to another bank in the country; and

- Beneficiary means a beneficiary who has not been registered with the Bank by the Customer via: (i) the Beneficiary Registration Form or (ii) the Secure Message mailbox on the Internet Banking; and
 - The date on which the Bank performs the transaction is different from the date on which the Customer requests the transaction.
- b. Transaction limit: is the maximum amount of a transaction that customers can make via Internet Banking and the HSBC Vietnam App. In particular, this limit:
- i. At the time of opening the Account, the Customer accepts the transaction limit issued by the Bank;
 - ii. The trading limit is not allowed to exceed the daily limit applied to the Customer.

7. SECURE MESSAGING SERVICE

- a. In the event that the Bank provides the Customer with a messaging facility with the Bank (the "Secure Message Service"), the Customer may send messages to the Bank and the Bank may respond to the Customer with confidential messages through this Service.
- b. If the Customer sends the Bank a message via the Secure Message Service, the Bank will try to reply to the Customer within two (02) working days by sending an email or by phone to confirm that the Bank has received the Customer's message.
- c. In the event that the Customer sends a message through the Secure Message Service and the Bank is not ready to answer the Customer's questions or comply with the Customer's Request within the period specified in this Article, the Bank will try to let the Customer know about it within two (02) working days. No Customer Request will be fulfilled until the Bank sends the Customer a confirmation message.
- d. Once the Customer has submitted a Customer Request, the Bank may not cancel the Customer Request before the Customer Request has been fulfilled.
- e. Customers are not allowed to send the following messages to the Bank:
- i. In relation to matters in which the Services already have such a specific function, for example, notifying the Bank of the change of the Customer's address or for payment;
 - ii. Immediate attention is required (in which case the Customer should call the Bank);
 - iii. Transactional requirements, such as stock trading or fund management requirements;
 - iv. Notification of loss or theft of a cheque or credit card (in which case Customer should call the Bank);
 - v. Offensive, meaningless or otherwise inappropriate.

In case the Customer performs the actions specified in this Point, the Bank may at its sole discretion decide to remove the Security Message Service utility.

- f. Under no circumstances shall any message sent by the Bank through the Secure Message Service be considered as an offer to provide products or services to the Customer.

8. SERVICE FEE

- a. Customer is responsible for any telephone charges and charges collected by Customer's Online Service Provider when Customer uses the Services.
- b. The Customer authorizes the Bank to debit from any of the Customer's Accounts payments for the provision of the Services.

- c. When the Bank introduces new Services to the Services, the Bank may provide new Services under additional terms that will be notified to the Customer from time to time in accordance with the Online Banking Terms and Conditions.
- d. The website or screens that the Customer connects to the Services might be changed by the Bank from time to time. The Bank may make these changes (including changes in form) without notifying the Customer, unless the Bank has specifically agreed with the Customer that it will notify the Customer in advance.

9. BILL PAYMENT SERVICE

- a. The Bank will provide Invoice Payment Services so that the Customer can pay invoices to designated Service Providers ("**Service Providers**") issued to the Customer and/or to third parties ("**Invoice Customers**").
- b. Customer Guarantees and Reimbursements
 - i. Customer warrants that Customer will be responsible for timely payment of its invoices and any Invoice Customer's invoices and will pay the interest, fees and charges required by the relevant Service Provider for any late payment.
 - ii. When the Customer requests the bank to pay the invoice/pay the transaction by debit from his/her Account, the Customer, in any case, needs to ensure that the balance of the arrangement has sufficient funds available in the corresponding Account for these transactions. When the balance is insufficient, the Bank reserves the right not to execute the transaction and will not be responsible for any consequences arising from or in connection with requests that the Bank does not fulfill due to the shortage of funds and/or credit loans, in case of interruption due to Force Majeure event or due to a specific delay of the information system and the Bank still performs the transaction as requested, the Customer needs to secure the balance thereafter to debit the transaction made.
- c. The Customer will directly address the relevant Service Provider and any questions, complaints, requests or disputes related to the payment of invoices or services provided by the Service Provider. The Bank will not be responsible for resolving any disputes between the Customer and the Service Provider, such as disputes over late payment of bills and/or interest, fees and charges imposed by the relevant Service Provider.

10. USE OF BANK COMPUTER ASSETS

At the Bank's business locations, HSBC may provide computer tools and/or other terminals ("Computer Assets") for the Customer's use. By using or connecting to any Computer Property, Customer confirms:

- a. You may not use the Computer Properties for or in connection with any unauthorized or prohibited purpose. The Customer must notify the Bank as soon as possible if the Customer becomes aware that the Computer Properties are being used for or in connection with an unauthorized or prohibited purpose.
- b. The Customer must comply with all applicable Vietnamese laws.
- c. The Bank's Computer Assets must not be used for the following purposes:
 - i. Accessing, posting or downloading illegal, pornographic or immoral materials;
 - ii. Post or transmit information or software that contains electronic viruses, viruses or other harmful parts;
 - iii. Infiltrate or attempt to infiltrate the Bank's computer systems.
- d. Customer will not download, install, or host third-party programs.
- e. The Customer shall not copy, post, post, publish, transmit, reproduce or distribute the material protected by intellectual property rights without the permission of the owner or the person who has such rights.
- f. The Customer should be aware that while the Bank makes all reasonable efforts to ensure that the Computer Properties are functioning properly and are free of any viruses, spyware or harmful computer software intended to protect the Customer's personal information, the Customer's use of the Computer Properties is entirely at the Customer's own risk. provide and Online Banking Username/Personal Password, Password, Password Reset Questions, Security Codes, and activities conducted through Computer Properties that may be monitored and monitored by the Bank and/or Third-Party Service Providers.
- g. The Bank shall not be liable for any losses incurred in the course of using the Computer Properties due to servers, connection errors, errors, omissions of any of their network providers, computer programs, agents or subcontractors.
- h. The Bank reserves the right to prohibit any person from using the Computer Assets in the event of a breach or fault in compliance with the terms and conditions set out in this Agreement.

11. GENERAL PROVISIONS

- a. For the purpose of safety and protection of the Customer's interests, regarding the Customer's Online Banking :
 - i. if not logged in within 12 months, the Online Banking will automatically switch to the temporarily locked state; and
 - ii. If not logged in for the next 4 months from the 12-month period, the Online Banking Account will be deleted on the Bank's system.
- b. During the period when the Online Banking is temporarily locked, in order to continue using the service, the Customer needs to contact the Bank for support. In case the Online Banking Account has been deleted on the system, in order to continue using the service, the Customer

- needs to re-register an Online Banking Account with a new Username that does not match the old Username.
- c. In the event that the Customer requests to close all accounts (including Joint Accounts) with the Bank, the Customer's Online Banking will be automatically terminated for the next thirty (30) business days.
 - d. Harmful Computer Software: The Services are connected through an online network – a public system over which the Bank has no control. Accordingly, it is Customer's obligation to ensure that the terminal or other equipment used by Customer (except for the provisions relating to storage for the Services connected through the Computer Properties) to connect to the Services is completely free of and is protected from harmful computer software (the "**Section**", "**Harmful Software**"), that is, any software developed with the intention of harming a computer system or infringing on the Customer's personal and private information. Malware includes viruses, spyware, adware, "malware," and other destructive or harmful elements. Due to the nature of the Services, the Bank will not be responsible for any loss or damage to data, software, computers, information equipment or other equipment caused by the Customer when using the Services if it is not due to the Bank's negligence or intentional error.
 - e. By connecting, using and/or continuing to use the website of these Services or/and using Computer Assets, the Customer will compensate for any losses and losses incurred by the Bank in connection with or arising from:
 - i. The use of the Services is improper or inappropriate according to the Bank's instructions;
 - ii. Any unauthorized Customer Requests (including Customer Requests from unauthorized persons and/or Customer Requests made from improper use of Password Usernames (if applicable), Password Reset Questions and/or Security Codes and/or Digital Secure Keys) may transmitted via Personal Internet Banking or any Customer Request is incomplete, inaccurate or erroneous;
 - iii. Any breach or non-compliance with any of the contents of the Terms and Conditions of Online Banking by the Customer or by any unauthorised person using the Customer's Online Banking Username/Personal ID, Password, Password Reset Questions and Digital Secure Key;
 - iv. When the Customer knowingly or unintentionally downloads or installs any Harmful Software on a terminal or other device that the Customer uses to connect to the Services;
 - v. Customers use Computer Property causing damage;
 - vi. Reliance on any sources (e.g., stock and exchange rate information), materials, products or services owned or operated by third parties through the links available on the service. The Bank is not responsible for any errors, delays or omissions caused by reasons beyond the Bank's control or through no fault of the Bank.
 - f. Definitions or terms not mentioned in the Online Banking Terms and Conditions shall be read and construed in accordance with the Premier Master Account Terms and Conditions.
 - g. The Bank reserves the right to amend and supplement the Terms and Conditions of Online Banking Services. Such amendments and supplements will take effect immediately after the

Bank announces on the Bank's official website. The Customer's continued use of the Products and Services immediately after the amendments and supplements to the Terms and Conditions of Internet Banking Services (as specified in the Bank's notice) shall be deemed to be the Customer's acceptance of the amendments. In case the Customer does not agree to any amendment or supplement of the Terms and Conditions of Online Banking Services, the Customer has the right to terminate the use of the Bank's Products and Services by notifying the Bank's information channels specified in the Terms and Conditions of the Premier Master Account and These Terms and Conditions of Online Banking.

IV. TERMS AND CONDITIONS OF USE OF TELEPHONE BANKING SERVICES

The Terms and Conditions of Use of Telephone Banking ("**Telephone Banking Terms and Conditions**") set out the Bank's obligations to the Customer and the Customer's obligations to the Bank. By using the Phone Banking Services, the Customer is deemed to have accepted and agreed to be bound by the Premier Master Account Terms and Conditions; and the Terms and Conditions of Telephone Banking as well as any amendments and supplements thereto from time to time.

1. TELEPHONE BANKING SERVICES

Customers can use the Phone Banking Service to:

- (a) check the balance of the Accounts;
- (b) obtain information about the Transactions that have just been made on the Account;
- (c) transfer funds from the Customer's Designated Account via the Customer's Credit Card Account specified in the Telephone Banking Service that has been pre-defined regarding the transfer assignment limit;
- (d) activate a Credit Card;
- (e) to conduct the Services that the Bank will introduce from time to time.

2. CUSTOMER RESPONSIBILITIES

- (a) acknowledge that the Personal Passcode Number will be delivered to the Customer by post or will be collected by the Customer at the Bank's branch/transaction office upon opening the Account or as arranged by the Bank. Any individual who receives a Personal Passcode Number on behalf of the Customer and is duly authorized by the Customer in writing will be accepted by the Bank for such valid authorization;
- (b) agree that (i) the Bank is expressly authorized to act in accordance with any Telephone Instruction given through the use of the Telephone Banking Services which Telephone Instruction is given together with the Personal Passcode Number or/and together with the information provided by the Customer as may be prescribed by the Bank from time to time; (ii) the Bank shall have the right to consider such Telephone Instructions to be valid, accurate and given by the Customer; (iii) the Bank shall not be liable for acting in accordance with such

- telephone Instruction; and (iv) the Bank shall not be obliged to verify any data other than the Personal Passcode Number or/and together with the information provided by the Customer in accordance with the Bank's regulations and shall not be obliged to identify the Customer;
- (c) The Customer undertakes to keep the Personal Passcode Number and other confidential personal information confidential at all times and agrees not to disclose it to any third party under any circumstances and the Customer confirms that it will not keep any record of the Personal Passcode in any place or in any way that may enable a third party or any unauthorized person to obtain such Personal Passcode number. The Bank recommends that the Customer do not change the Personal Passcode number that the Bank has provided to the Customer with a number related to the Customer's telephone number, identity card number, citizen identification number, identity card number or passport number, date of birth or personal identification number or similar identification number of the Customer that may facilitate a persons who are not authorized to give Instructions by telephone. In the event that any person who is not authorized to use the Customer's Personal Passcode Number to issue Instructions by phone has access to the Customer's Personal Passcode Number, the Customer must immediately notify the Bank in the manner specified in the Premier Master Account Terms and Conditions and the Terms and Conditions of Telephone Banking Services and agree to cooperate in reasonably assisting the Bank and competent state agencies for the purpose of conducting the investigation.
- (d) understands and agrees that the Customer shall hold the Bank harmless and indemnify the Bank for any Transaction made by the Bank or any amount transferred by the Bank pursuant to the Telephone Instruction if the Transaction or the transfer of such funds made through the Instruction is given together with the Personal Passcode Number, Personal or/and together with information provided by the Customer in accordance with the Bank's regulations from time to time before the Customer sends a Valid Notice to the Bank;
- (e) undertakes to notify the Bank immediately in writing ("**Valid Notice**") upon becoming aware that the Personal Passcode Number has been or may have been known to any unauthorized person, and the Bank shall not be liable for any loss (direct or consequential) arising from the use of the Telephone Banking Services for until the Bank receives the written notice. Upon receipt of the aforesaid written notice, the Bank will not accept any Telephone Instruction given through the use of the Telephone Banking Service until a new Personal Passcode Number has been issued to the Customer and shall not be liable for any losses incurred there by the Bank's fault;
- (f) agree to ensure that there are sufficient funds in the Customer's Account(s) and credit limits for the execution of Instructions by telephone or/and other means given from time to time and the Bank shall be deemed to have no obligation to execute any Instructions by telephone where the amount transferred exceeds the balance of the Account Designated by remitter and the Bank shall also not be liable for any consequences arising from the Bank's failure to implement the Instructions due to insufficient funds and/or credit limits. However, the Bank reserves the right to exercise such instructions at its sole discretion regardless of the availability of sufficient funds and/or credit limits without prior approval or notice to the Customer. In this case, the

- Customer shall be responsible for overdrafts, advances or credit loans arising from such instructions;
- (g) The Customer must promptly notify the Bank as soon as the Unique Designated Account is converted into a Joint Account and the co-signing is in accordance with the provisions of the General Account and the Bank has the full right to stop providing Telephone Banking Services when the Bank, with all their powers, deems it appropriate;
 - (h) agree that any exchange rate or interest rate published by the Bank in response to the Instruction by telephone is for reference only and that the exchange rate and interest rate shall be in accordance with the provisions of the Premier Master Account Terms and Conditions and the HSBC Premier Tariff ;
 - (i) agree that the Bank shall not be liable to the Customer if it is unable to execute any Instruction by telephone due to any cause, in whole or in part, beyond the Bank's control including any Force Majeure event, The Bank shall not be liable to the Customer for any indirect or consequential losses arising out of or in connection with the execution or non-execution of the Telephone Instruction through no fault of the Bank;
 - (j) undertakes to indemnify the Bank at all times, and to hold the Bank harmless from acts causing loss, damage which may be incurred or incurred by the Bank or the Bank and shall arise directly or indirectly or in connection with the Bank's acceptance of the Telephone Instructions and action or non-infringement act in accordance with such Instructions unless losses or claims arise directly from the Bank's wilful breach;
 - (k) agree that, with respect to Joint Accounts, Telephone Instructions given through the use of the Telephone Banking Services shall be binding on the Customer when given by any one of the Joint Account holders and the Bank shall have the right to rely as if authorized by each Joint Account holder expressly;
 - (l) understand and agree that the Customer has the right to issue Telephone Instructions in accordance with the Terms and Conditions of Telephone Banking Services and any amendments and supplements, and that the Bank will review and make a decision on this Instruction in whole or in part from time to time as the Bank deems appropriate;
 - (m) in addition, acknowledges that the Customer agrees to the provisions of the Account management authorization set forth in the Premier Master Account Terms and Conditions and in the event of any conflict between the Premier Master Account Terms and Conditions and the Telebanking Service Terms and Conditions, the contents of the Terms and Conditions of Telephone Banking shall prevail with respect to Transactions made over the phone using this Telephone Banking Service;
 - (n) The Bank will have a recording system or use a message recording system (the "**Voice Recording and Messaging System**") that requires Transactions to be made by the Customer using the Telephone Banking Services and that the Transactions and/or incidental charges (if any), excluding costs related to the request message which will also be recorded on these statements will be sent to the Customer on a monthly basis pursuant to the General Terms and Conditions unless otherwise requested;
 - (o) agrees to check each Account statement received from the Bank to determine if there are any errors, discrepancies or unauthorised Transactions (which have been made after the Customer

has notified the Bank in writing that the Personal Passcode Number has been or may have been made known by any unauthorised person) Transactions that have been made by telephone using the Telephone Banking Services and notify the Bank in writing of such circumstances within 45 days from the date on which the Transaction appears in the relevant Account statement;

- (p) agrees that audio recordings or text messages under the Voice Recording and Messaging System will be accepted and shall be the legal basis and evidence for any Transactions made by the Customer using the Telephone Banking Services in the event of any dispute notified in writing to the Bank by the Customer within 45 days from the date of the Transaction as shown in the relevant Account statement;
- (q) acknowledges that audio or text recordings under the Voice Recording and Messaging System will be retained for no more than six months and that the Account statement will thereafter be used as conclusive evidence of the Transactions recorded in such statement;
- (r) understands that the Bank shall not be liable for any loss or damage when acting in accordance with any telephone Instruction given together with the Personal Passcode Number or/and together with the information provided by the Customer as specified by the Bank from time to time through the use of the Telephone Banking Services unless such loss or damage is caused directly by the Bank or its officers and representatives acting within its jurisdiction; and
- (s) agrees that once the Customer has issued a Telephone Instruction together with the Personal Passcode Number or/and together with the information provided by the Customer as specified by the Bank from time to time when using the Telephone Banking Services, such Instruction shall not be cancelled.

3. GENERAL PROVISIONS

- (a) The Bank reserves the right to charge the Service fee or/and other fees from time to time as the Bank deems appropriate and the Customer, when registering to use the Telephone Banking Service, agrees to authorize the Bank to debit the Customer's Account for an amount equal to such fees when due; The Bank will notify the Customer in advance of this fee, if any.
- (b) If the number of Customers exceeds one person for a particular Account then under the terms of this document, (i) the responsibilities and obligations of each person shall be joint and several, (ii) references to the Customer shall be construed, as the context requires, to be any or each person, (iii) each person shall be bound even if any other Customer or any other person intends to be bound by this document but is not bound, and (iv) the Bank shall have the right to resolve each Customer separately with respect to any matter, including the cancellation of any liability to any extent, without prejudice to the obligations of any other Customer.
- (c) The Bank reserves the right, in its sole discretion, to require the Customer to confirm in writing any Instructions given by telephone using the Telephone Banking Services to the Bank, signed by the Customer, before acting on such Telephone Instructions. Notwithstanding the Customer's submission of a Valid Notice, in the event that the Bank finds that these Instructions are unclear, contradictory or appear to have been given by an unauthorised or unauthorized

- person or contrary to the laws of Vietnam, the Bank reserves the right (but not the obligation) not to perform or act in accordance with any Instruction by telephone.
- (d) If the Customer wishes to cancel the use of the Personal Passcode issued by the Bank to the Customer or any Services provided to the Customer or any Services provided through the Telephone Banking Services, the Customer must notify the Bank of such cancellation in writing.
 - (e) The Customer understands that the Telephone Banking Service will be terminated in accordance with the following terms:
 - (f) The Customer notifies the Bank in writing of his/her intention to terminate the Telephone Banking Services;
 - (g) When the Customer's Account(s) opened at the Bank are closed;
 - (h) When the Bank ceases to provide Telephone Banking Services or is required by law.
 - (i) The Bank reserves the right not to comply with any Instruction at its discretion if the Bank believes that such Transaction is not permitted or prohibited under the laws of the Vietnam and shall not be liable to the Customer for the exercise of such decision.
 - (j) The Bank reserves the right to amend and supplement the Terms and Conditions of Telephone Banking Services. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicizes them in the form of listing at HSBC's head office and business locations. The Customer's continued use of the Products and Services immediately after the amendments and supplements to the Terms and Conditions of Telebanking Services (as specified in the Bank's notice) shall be deemed to be the Customer's acceptance of the amendments. that supplement. In case the Customer does not agree to any amendment or supplement of the Terms and Conditions of Telephone Banking, the Customer has the right to terminate the use of the Bank's Products and Services by notifying the Bank's information channels specified in the Premier Main Account Terms and Conditions and these Telephone Banking Terms and Conditions.
 - (k) Definitions or terms not mentioned in the Telephone Banking Terms and Conditions shall be read and construed in accordance with the Premier Master Account Terms and Conditions.

V. APPENDIX TO TERMS AND CONDITIONS FOR COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT ACTIVITIES AND COMPLIANCE WITH TAX LAWS

Terms and Conditions on Collection and Use of Customer Information, Financial Crime Risk Management Activities and Compliance with Tax Laws ("Addendum to Collection and Use of Customer Information") regulating the collection and use of Customer and Related Person information for financial crime risk management activities and comply with tax laws.

1. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

Customer Information will not be disclosed to any other person unless:

- 1.1. To other members of the HSBC Group for operational, administrative and compliance purposes;
- 1.2. HSBC is required to disclose information in accordance with the provisions of law, international treaties and commitments that HSBC must comply with;
- 1.3. HSBC has a responsibility to the community to disclose information;
- 1.4. HSBC must disclose information for HSBC's legitimate business purposes or those of a third party;
- 1.5. The disclosure of information is carried out with the consent of the Customer; or
- 1.6. Disclosure of information in accordance with these Terms and Conditions, which is agreed to be complied with by the Customer when opening an account with the Bank.

2. INFORMATION COLLECTION

- 2.1. HSBC reserves the right to collect, use and share Customer Information (including relevant information about the Customer, the Customer's transactions, the Customer's use of HSBC's products and services, and the relationship between the Customer and the HSBC Group) and the Customer's Related Person information.
- 2.2. Customer Information may be requested from the Customer (or the Customer's representative), or may also be collected by or on behalf of HSBC, or members of the HSBC Group, from other sources (including information that is publicly available), generated or aggregated together with other information obtained by HSBC or any member of the HSBC Group.

3. PURPOSE OF COLLECTING CUSTOMER INFORMATION

The collection and processing of Customer Information is specified in the Addendum to the Collection and Use of Customer Information in order to serve risk management activities and comply with regulations on prevention and control of financial crimes, including compliance with tax laws and policies (the "**Purpose**").

4. INFORMATION SHARING

By using the Services, the Customer agrees that HSBC may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients:

- 4.1. any member of the HSBC Group;
- 4.2. any contractors, agents, service providers, or affiliates of the HSBC Group (including their employees, directors and officers);
- 4.3. to meet any requirements of competent authorities in accordance with the provisions of law, treaties and international commitments to which HSBC must comply;
- 4.4. any person acting on behalf of the Customer, the payee, the beneficiary, the nominee in relation to the account, intermediary banks, confirming and correspondent banks, clearing houses, payment systems or clearing houses, market counterparties, collection units, swap or trading registration systems, stock markets, companies from which the Customer benefits through securities (in case such securities are held by HSBC for the Customer);
- 4.5. any party that benefits from or bears risk from or in connection with the Services, Products;
- 4.6. other credit institutions, credit information-providing organizations or credit management agencies, to request or to provide credit information in accordance with law;
- 4.7. any third-party fund manager who provides asset management services to the Customer;
- 4.8. any brokers introduced by HSBC;
- 4.9. in connection with any transfer, disposition, merger or sale of HSBC's business; and
- 4.10. Other cases as prescribed by law or with the consent of the Customer.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer agrees to promptly notify HSBC, and in any event within 30 days in writing of any changes in relation to the Customer Information provided to HSBC from time to time, and to respond to any request made by HSBC.
- 5.2. The Customer acknowledges that each Related Person whose information (including Personal Data or Tax Information) is provided by the Customer to HSBC has been notified and has consented to the processing, disclosure and transfer of his/her information in accordance with this Addendum. The Customer shall inform the Related Person that he/she may be granted access to and correction of his/her Personal Data.
- 5.3. To the extent permitted by law and in accordance with the Purpose, in the event that:
 - a. The customer fails to provide the Customer Information as reasonably requested by HSBC, or
 - b. The Customer refuses or withdraws any consent necessary for HSBC to process, transfer or disclose the Customer Information for the fulfillment of the Purposes, or
 - c. HSBC or a member of the HSBC Group who is suspected of being involved in a Financial Crime or a Customer who has signs of a Financial Crime against a member of the HSBC Group,

HSBC reserves the right to:

- a. Not to provide new, or continue to provide all or part of the Services to the Customer, and reserves the right to terminate the business relationship with the Customer; or/and
- b. Take actions necessary for HSBC or a member of the HSBC Group to meet its Compliance Obligations; or/and
- c. Temporarily block the Customer's account(s); or/and
- d. Close the Customer's account(s), if applicable.

In addition, the failure of the Customer to provide the Tax Information and the accompanying reports, waivers and approvals of the Customer, or of the Customer's Related Person, may force HSBC to make its own decision in relation to the Customer's status, including the reporting or non-reporting of such Customer to the Tax Authority, and may compel HSBC or any other entity/individual to deduct amounts as lawfully required by any Tax Authority and pay such amounts to any Tax Authority.

6. FINANCIAL CRIME RISK MANAGEMENT ACTIVITIES

- 6.1. HSBC and its members of the HSBC Group reserve the right to take any action that HSBC and its members of the HSBC Group deem appropriate in its sole discretion, in order to meet its Compliance Obligations in relation to the detection, investigation and prevention of Financial Crime ("**Financial Crime Risk Management Activities**").
- 6.2. Risk management and compliance with Financial Crime Prevention regulations including but not limited to: (a) verifying, intervening and investigating any Instructions, communications, withdrawal requests, requests for the provision of Services, or any payments sent to or sent by the Customer, or on behalf of the Customer, (b) investigate the origin or intended recipient of the funds, (c) aggregate the Customer Information with other relevant information available to the HSBC Group, and/or (d) further verify the status of an individual or entity whether or not they are the subject of any sanctions, or to identify information about the Customer's identity and condition, (e) request the Customer to provide additional information or documents relating to the origin of any deposits, transfers or payments sent to or from the Customer. The Customer may also be required to sign the Bank's forms relating to the commitments as to the origin of these payments.
- 6.3. In the event that the Customer fails to prove the origin of any deposits, transfers or payments sent to or outgoing, the Bank reserves the right to refuse to provide the Products or Services to the Customer. Customers need to proactively arrange sources of funds that can be proven to ensure deposits, transfers or payments to avoid unwanted consequences.
- 6.4. In exceptional circumstances, HSBC's commitment to implement Financial Crime Risk Management Activities may cause HSBC to delay, block or refuse to make any payment or set-off, the processing of Customer's requests or records of requests for the provision of Services or the provision of all or part of the Services Affair. To the extent permitted by law, HSBC or members of the HSBC Group shall not be liable to the Customer or any third party for any Loss incurred by the Customer or any third party in connection with the delay, blocking or refusal of any payment or the cessation of the provision of the Services in whole or in part. Cases or other measures arising from Financial Crime Risk Management Activities. The delay, blockage or rejection of any deposits, transfers or payments or the cessation of the provision of the Services or other measures, in whole or in part, arising out of

Financial Crime Risk Management shall not alter the Customer's liability for payment of any Amounts Due to the Bank goods or related parties.

7. COMPLIANCE WITH TAX LAWS AND REGULATIONS

The Customer acknowledges that it is solely responsible for understanding and complying with its tax obligations (including the payment of taxes or the filing of tax returns or other documents relating to the payment of all relevant taxes) in all countries/territories where the aforementioned tax obligations arise and in connection with the open and use the account(s) and/or Services provided by HSBC. The tax laws of certain countries/territories may apply outside the territory regardless of the Customer's place of residence, residence, nationality or place of establishment. HSBC is not responsible for any tax liabilities that may arise in any country/territory, including any country/territory in relation to the opening and use of the account(s) and/or Services provided by HSBC.

8. OTHER REGULATIONS

In the event of any conflict or discrepancy between any of the provisions of these Addendums and the terms of any other agreement on services, products, business relationships, accounts or other agreements between the Customer and HSBC, the collection, the processing of Customer Information set forth in the Addendum to the Collection and Use of Customer Information set forth in this Addendum shall prevail. Any approvals, permissions, waivers and consents requested by HSBC and provided by the Customer in relation to the Customer Information shall continue to be in full force and effect to the extent permitted by applicable laws in the country.

Definitions or terms not covered in the Customer Information Collection and Use Addendum shall be read and construed in accordance with the Premier Master Account Terms and Conditions.