

# COUNTRY SCHEDULE VIETNAM

## 1. APPLICATION

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

## 2. ANZ GENERAL BANKING CONDITIONS

- 2.1 **Definitions.** The term "Force Majeure Event" where referred to in the Agreement shall be deemed to be a liability exemption event under the laws of Vietnam.
- 2.2 **Set-Off.** For the purposes of effecting any set-off under the Agreement, any obligation of the Customer shall become immediately due and payable.
- 2.3 **Modifications.** The Bank may vary the Agreement at any time by notice to the Customer and, unless the Customer notifies the Bank before the stated or prescribed effective date of the variation that such variation is unacceptable, the Customer accepts and agrees to such variation.
- 2.4 **Inconsistency.** In the event of any inconsistency between the English version and Vietnamese version of the Agreement or any document forming part of the Agreement, the English version shall prevail unless otherwise required by law.
- 2.5 **Payment Obligation.** The Bank's obligation to pay the Customer any amounts or repay any deposits in respect of an Account is an obligation of the relevant Bank Group Member or, where applicable, branch of such Bank Group Member, in the country where the Account is held. Accordingly, unless otherwise stated, no Bank Group Member shall be required to pay or repay any amounts or deposits at its head office or any of its branches or offices outside the country or territory where the relevant Account is held.
- 2.6 **Electronic Banking Channel.** The Customer acknowledges and accepts that, despite any security measures that might be taken by the Bank, the internet is an open network and, consequently, (i) information transmitted thereon is subject to risks of misappropriation; (ii) there is a risk to system programs and files of intrusion, piracy of data and contamination from computer viruses through the internet; and (iii) it is the responsibility of the Customer to take all appropriate measures to protect its systems and data in view of such risks.
- 2.7 **APS222 Disclosure.** ANZ Bank (Vietnam) Limited (ANZVL) is a subsidiary of Australia and New Zealand Banking Group Limited (ANZBGL). ANZBGL is incorporated in Australia, and is an authorised deposit taking institution (Bank) under Australian law. ANZVL is incorporated and licensed in Vietnam with limited liability, and is not a Bank under Australian law. Deposits or liabilities with ANZVL are not deposits or other liabilities of ANZBGL or its related group companies, and none of them stand behind or guarantee ANZVL.

## 3. PAYMENTS SERVICE SCHEDULE

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

## 4. COLLECTIONS SERVICE SCHEDULE

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

## 5. LIQUIDITY SERVICE SCHEDULE

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

## 6. INTEREST AND FEES

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