

COUNTRY SCHEDULE VIETNAM

1. APPLICATION

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

2. ANZ GENERAL BANKING CONDITIONS

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

- The Customer agrees that these terms and conditions, together with any other rights prescribed by applicable Laws, sets out all of the Customer's rights and obligations in connection with the Customer's use and access of an Electronic Banking Channel.
- To provide the Services through an Electronic Banking Channel, the Bank may collect and use certain Customer Information. The Bank undertakes and agrees to protect any such Customer Information that is collected in accordance with the applicable Laws and that the Customer Information is used solely for the purpose of providing the Accounts and Services. For the purposes of this clause 2.6(c) "Customer Information" means any information and data relating to, and in connection with the Customer, including but not limited to information relating to the constitution of the Customer, account details, deposits, and banking transactions.
- Notwithstanding any other provision to the contrary, the Bank shall use reasonable endeavours to make available to the Customer the Electronic Banking Channel, provided always, the Customer agrees that the Electronic Banking Channel may be unavailable in the following circumstances:
 - it is scheduled by ANZ for any maintenance, enhancements or correcting errors, for which prior notice shall be provided to the Customer; and
 - the occurrence of a Force Majeure event, which is continuing.

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

The Customer should notify their trace request or complaint to the Bank in writing under the form prescribed by the Bank at its offices or via Client Service. In case of notification via Client Service, the Customer agrees that the Customer shall provide promptly a trace request or complaint using the Bank's standard form to constitute official ground for the Bank to handle the trace request or complaint.

Within 30 business days from the date the Bank first receives such trace request or complaint, the Bank shall process handling of such trace request or complaint.

If it cannot be identified on what reason or which party's fault upon expiry of the 30-business day period mentioned in the preceding paragraph, the Bank and Customer shall, within succeeding 15 business days, agree on solution for handling such request or complaint.

In the case where the Bank, Customer and relevant parties fail to reach an agreement and/or disagree with the processing of trace request or complaint, the dispute shall be settled in accordance with provisions of the Agreement.

Where the Bank finds that the case has signs of criminal activities, but then the competent authority concludes that the case does not contain criminal elements, within 15

business days from the date on which conclusion of the competent authority is made, the Bank shall negotiate with customers about the plan for handling the result of tracing and complaint settlement.

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

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

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

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

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

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

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

2.10 Clause 3.2 of ANZ General Banking Conditions – Types of Account

The following sub-clause (c) shall be added to Clause 3.2 – Types of Account of ANZ General Banking Conditions:

(c) Joint Account

The Customers of a joint account agree to be jointly and severally bound by ANZ General Banking Conditions and to be jointly and severally liable for all liabilities incurred on or debit balances in the joint Account, and all Instructions given and transactions effected by or through the use of any Service or otherwise.

The managing, operating and using the Joint Account will be in accordance with a separate agreement between the joint account holders and the Bank.

2.11 Clause 5.2 of ANZ General Banking Conditions – No Invoice

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

2.12 Clause 6.2 of ANZ General Banking Conditions – Termination with Immediate Effect

Clause 6.2 of ANZ General Banking Conditions shall be deleted entirely and be replaced by the following:

6.2 Termination with Immediate Effect

The Customer agrees that the Bank has the right to close and terminate any Account and Services with immediate effect under any of the following circumstances:

- (a) When Customer terminates its operations in accordance with the stipulations of the Laws;
- (b) Where the Customer is found to have opened the Account under fabricated documents or identification or use the account for fraudulent purposes or other illegal activities;
- (c) the balance in the Account is "nil" and there is no transaction in the Account of the Customer within six (06) months, unless the Bank decides otherwise;
- (d) in the event of the occurrence of a Termination Event in respect of the Customer;
- (e) if, in the Bank's opinion, acting under the Customer's Instruction or providing any Account or Service to the Customer would cause the Bank to be in breach of any applicable Law, Sanction or requirement of any competent Authority;
- (f) if the Bank is required to do so in compliance with any Law, Sanction or requirement of any competent Authority or the Bank's internal policy;
- (g) in the event a Third Party stops providing part of the Service;
- (h) Other cases as stipulated by the applicable Laws.

Upon such termination, any obligation due by the Customer to the Bank shall become immediately due and payable.

Upon closure of an Account in accordance with Clause 6.1 or Clause 6.2, the Bank will inform the Customer by mail or by electronic means on the closure of the Account as stipulated by the applicable Laws. The remaining balance in the Account (less any banking charges, fees and payable amounts) shall be paid upon instructions of the Customer or competent authorities or handled by the Bank in accordance with the applicable Laws and regulations for cases where the legal beneficiary of the balances of Accounts do not come to receive them after being informed by the Bank.

2.13 Clause 6.3 of ANZ General Banking Conditions – Suspension

The first paragraph of Clause 6.3 (Suspension) of ANZ General Banking Conditions shall be amended as below:

The Bank may suspend a Service in whole or in part (without prejudice to its right under Clause 6.2) for any reason without prior notice to the Customer including, without limitation, where:

New sub-clauses (i),(j),(k),(l) shall be added to this Clause 6.3 (Suspension) as below:

- (i) when Customer fails to provide sufficient KYC information as required by the Bank, or suspicions arise regarding authenticity of information and purpose of transactions in respect of special transactions that must be monitored in accordance with anti-money laundering laws;
- (j) Where the Account has signs of connection with fraud, illegal activities according to the Bank's criteria;

- (k) When supporting document(s) for Customer's account opening or transactions as required by the Bank has not been provided sufficiently;
- (l) Other cases as stipulated by the Laws.

The last paragraph of Clause 6.3 (Suspension) of ANZ General Banking Conditions shall be amended as below:

The Bank will, to the extent permitted by Law, advise the Customer as soon as practicable if the provision of Service is suspended.

2.14 New clause 6.7 Blockade shall be added to Clause 6 of ANZ General Banking Conditions – Termination and Suspension as below:

6.7 Blockade. The Bank reserves the right to block in whole or in part any credit sums in the Account (without prejudice to its right under Clause 6.2) in the following cases:

- (a) Upon a decision or written request of a competent authority in accordance with the Laws;
- (b) Upon Customer's valid written instruction;
- (c) Upon receipt of a written notice from any of the Account holders of a joint Account;
- (d) Finding of mistakes or errors with credit entries in the Account or upon request of refund by the remitting institutions due to mistakes or errors with the payment instruction of the transferer after credit entries in the Account of the Customer. The blocked amount in the Account shall not exceed the amount credited or transferred by mistakes or errors;
- (e) Detection of signs of fraud and violations of laws or regulations or signs of irregularities during the opening and use of Account;
- (f) an Account is the subject of any dispute or third party claim;
- (g) a Termination Event has occurred or is suspected to have occurred;
- (h) a Potential Termination Event is suspected to have occurred;
- (i) Other cases as stipulated by the Laws.

The blockade of the Account, as the case may be, shall terminate in the following cases:

- a) Upon a decision or a request by competent authorities to terminate the blockade of Account in accordance with the stipulations of the Laws;
- b) The mistakes and errors in money transfer payment according to sub-clause 6.7. (d) above have been resolved;
- c) Upon receipt of a notice from all of the Account holders of a joint Account to terminate the blockade of the joint Account or as per prior written agreement between the Bank and all of the Account holders;
- d) Upon receipt of a notice from the Customer to terminate the blockade of the Account;
- e) In respect of sub-clauses 6.7.(e), (f), (g), (h), (i) above, at the Bank's sole assessment, at the termination of events based on which the Bank has blocked the Account, or upon a written request or decision for termination of the blocking by the authorised persons in accordance with the stipulations of the Laws or otherwise as stipulated by the Laws.

The Bank will inform the Customer by mail or by electronic means on the blockade of the Account as stipulated by the applicable Laws (unless the competent authority requires otherwise).

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

The Customer by this Clause agrees in advance that the Bank may assign, novate, transfer or otherwise deal with all or any of its rights and/or obligations under the Agreement

(the "Transfer") without any further consent from the Customer (or any other person) at the time of the Transfer. The Customer agrees to comply with any reasonable request the Bank may have to give effect to the Transfer including executing any documents or performing any action as the Bank may require in this regard.

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

2.17 Clause 4.2 of ANZ General Banking Conditions – Discrepancies shall be amended as below:

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

2.18 Disclosure of Information

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

9.2 Personal Data Protection

The Customer acknowledges and undertakes that:

- (a) The Customer and all relevant persons including but not limited to the Customer's founders, beneficial owners, ultimate beneficial owners, directors, legal and authorized representatives, employees, agents, consultants, and contractors, and those of the Customer's associated entities such as employees and authorized representatives of the Customer's group companies, subsidiaries, or partnerships (collectively "Data Subject") whose Personal Data may be shared with and/or processed by the Bank from time to time, have read and fully understood the Privacy Notice of the Bank published on the Bank's website at <https://www.anz.com/institutional/global/vietnam/en/disclosures#personal-data-protection> (the "Privacy Notice").
- (b) Where a consent is required under applicable laws on personal data protection, the Customer has been duly authorized by each Data Subject and hereby grants, on behalf of the Data Subject and in accordance with such an authorization, valid consent for the Bank's processing of the Data Subject's Personal Data as described in the Privacy Notice and will at all times sufficiently notify the Data Subjects of the Bank's Personal Data processing activities as can be updated from time to time.

- (c) The Customer will notify the Bank if the Data Subjects would like to exercise their rights, including but not limited to the right to give granular/partial consent where consent is required for Personal Data processing, or in case of questions/complaints in relation to the Bank's Personal Data processing activities.
- (d) The Customer agrees for the Bank to provide Personal Data to third parties in order to provide payment services for the Customer, and to handle of cases of suspected fraud, impersonation, violation of the laws.
- (e) The Customer will fully indemnify and hold the Bank harmless and unaccountable for any consequences or damage incurred by the Bank due to the Customer's breach of any of these undertakings.

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

2.19 Customer Rights & Responsibilities

Heading of Clause 1 and clause 1.1 of ANZ General Banking Conditions shall be amended as below:

1. CUSTOMER RIGHTS & RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES

1.1 Customer Rights and Responsibilities.

The following new sub-clauses (l),(m),(n) shall be added to Clause 1.1 – Customer Rights and Responsibilities of ANZ General Banking Conditions:

- (l) to have the right to execute legitimate and valid payment instructions using its Account's balance;
- (m) to have the right to request the Bank to provide guidelines on management and safe use of Account and settle issues, complaints that arise during account opening and use in accordance with the Agreement;
- (n) to have other rights and responsibilities in accordance with the Agreement and other agreement (if any) between the Customer and the Bank and as provided by Circular 17/2024/TT-NHNN of the State Bank of Vietnam (as amended, replaced from time to time).

2.20 Bank rights & responsibilities

Heading of Clause 2 and Clause 2.1 of ANZ General Banking Conditions shall be amended as below:

2. BANK RIGHTS & RESPONSIBILITIES

2.1 Bank Rights and Responsibilities.

The following paragraphs shall be added to the end of Clause 2.1 – Bank Rights and Responsibilities:

The Bank shall perform the Customer's payment instructions after examining and inspecting legitimacy and validity of such payment instructions;

The Bank has the right to reject the Customer's request to close, block Accounts if the Customer has not fulfilled payment obligations according to decision on enforcement of competent authority or have not entirely settled debts with the Bank.

The Bank has other rights and responsibilities in accordance with the Agreement and other agreement (if any) between the Customer and the Bank and as provided by Laws.

2.21 Clause 1.4 (a) (viii) - Communication Channels and Instructions of ANZ General Banking Condition

The following sub-clause (l) shall be added to Clause 1.4.(a).(viii) – Communication Channels and Instructions of ANZ General Banking Conditions:

- (l) other cases that the Bank has the rights to refuse the Customer's payment instructions as provided by Laws

3. GENERAL

New clauses 12.9, 12.10, 12.11 and 12.12 shall be added to **Clause 12 of ANZ General Banking Conditions - General** as below:

12.9 The use of Account will be in accordance with the Agreement and Circular 17/2024/TT-NHNN of the State Bank of Vietnam (as amended, replaced from time to time).
Scope in relation to payment via Account: as provided in the Agreement.

Transaction limits in relation to payment via Account, if applicable, will be reasonably notified to the Customer in accordance with the Agreement.

Minimum Account's balance: as regulated by ANZ from time to time and will notify to Customer (if any).

12.10 The Bank may inform the Customer by mail or by electronic means on the expiry date of personal identification documents in account opening application and other necessary information in the use of the Account from time to time as the Bank deems fit. If personal documents of an Authorised Person of the Customer expires, the Bank shall suspend all payment and cash withdrawal transactions via Account that are instructed by that Authorised Person.

12.11 The Bank will apply risk management, safety assurance, security measures in using accounts, including cases where KYC information must be re-verified, transactions must be denied, transactions and cash withdrawal must be suspended in accordance with the Agreement and Circular 17/2024/TT-NHNN of the State Bank of Vietnam (as amended, replaced from time to time).

12.12 Rights of debit

The Customer agrees that, without prejudice to any other provisions of ANZ General Banking Conditions and other agreement between the Bank and the Customer, the Bank may debit the Customer's Account in the following circumstances and will inform the Customer about the debit:

- (a) at written request of competent authority in enforcing implementation of decision on administrative penalties, decision on judgment enforcement, decision on tax collection, or other payment obligations in accordance with the Laws, or other cases relating to fraud in accordance with conclusions of competent authority;
- (b) in order to rectify amounts that have been incorrectly recorded or do not conform to the use purposes of the Account as provided by Laws;
- (c) Finding of mistakes with credit entries in the Account or upon request of cancellation of credit transaction order by the remitting institutions after discovering mistakes or errors in payment instructions of the transferer; .
- (d) in accordance prior written agreement between the Bank and the Customer in order to pay recurrent, periodic expenses;
- (e) other cases as provided by Laws or the Agreement.

4. 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.

5. COLLECTIONS SERVICE SCHEDULE

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

6. LIQUIDITY SERVICE SCHEDULE

- 6.1 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.
- 6.2 Notional Pooling Services will not be offered in Vietnam.
- 6.3 Any references to Notional Pooling Service or Notional Pooling Participants in clause 6.1 of the Conditions shall be deleted.

7. INTEREST AND FEES

Interest

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

Fees

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

8. APPLICATION PROGRAMMING INTERFACE (API)

- 8.1 For the purpose of the Agreement:
 - (a) An API means an Application Programming Interface;
 - (b) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be a communication via Host-to-Host; and
 - (c) any reference to Host-to-Host in the Agreement shall include an API.
- 8.2 In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees that it will not send any such Instruction in relation to an Account or Service until it has been approved by the relevant Authorised Person appointed to use and operate that Account or Service. The Customer agrees to provide the Bank with certified true copy of document(s) evidencing that such approval(s) have been duly obtained promptly upon the Bank's request.