

TERMS AND CONDITIONS FOR SUPPLYING AND USING ELECTRONIC BANKING SERVICES FOR ORGANIZATION CUSTOMERS

Article 1. Definition

1.1 Joint Stock Commercial Bank for Foreign Trade of Vietnam (herein called "Vietcombank"): Joint Stock Commercial Bank for Foreign Trade of Vietnam including Head Office, branches and transaction offices.

1.2 Customer: organizations, enterprises maintaining current accounts with Vietcombank and registered to use electronic banking services of Vietcombank.

1.3 Service: electronic banking services of Vietcombank, including VCB- iB@nking allowing Customers to perform transactions via online banking system provided on Vietcombank's website; VCB-SMSB@nking allowing Customers to perform transactions via mobile messages and other message-functioned communication equipments; VCB DigiBiz allowing customers to perform transactions via Vietcombank website or mobile app; other additional services provided by Vietcombank periodically.

1.4 Payment instruction: Customers' request/instruction to transfer money from Customer's account to any account within Vietcombank system or inter-bank payment system.

1.5 Password: information provided to Customers by Vietcombank to identify and authenticate Customers when logging on the service.

1.6 Authentication method: The method to authenticate Customers by Vietcombank when Customers perform transactions via VCB- iB@nking and other channels, including: Password (MPIN), Biometrics, SMS OTP, Vietcombank Smart OTP, Hard Token, EMV card, eToken, etc.

1.7 One-Time Password" or "OTP": means a one-time password (One Time Password - OTP) that is valid for a certain time limit, which is sent from Vietcombank's system to the Customer via phone message, token-key or application to create a one-time password installed on mobile device, or other delivery methods in accordance with Vietcombank's notice from time to time, usually used as the 2nd identifier to authenticate the customer who logs into the Services or process transaction requests in relation to the Services.

1.8 SMS OTP authentication method: password which is sent to registered phone number used once in a short time to authenticate Customers when Customers perform transactions via VCB- iB@nking/VCB DigiBiz. The way to provide Customers with OTP as well as Customer authentication method are stipulated by Vietcombank from time to time or according to each Customer.

1.9 Biometrics authentication method: use solutions of identified face, fingerprint, vein, voice, retina, etc of a person (generally called biometrics) to authenticate customer followed Vietcombank's regulation periodically.

1.10 MPIN authentication method (Password for logging on service): Method in which Customer user password for

logging in service (VCB-iB@nking/VCB DigiBiz) to authenticate transactions.

1.11 Smart OTP authentication method: Method in which OTP code is generated by installed applications in customer's mobile device (Smartphone, ipad, tablet, etc).

1.12 Hard Token authentication method: Method in which OTP code is generated by Hard Token device provided by Vietcombank for customer to use.

1.13 Security Device: device used to create OTP, including:

a. EMV card: chip card creating OTP, can not be used for payment purposes like other cards. In order to use EMV-OTP card, Vietcombank will provide Customers with the card reader equipment.

b. eToken: device creating OTP by connecting the device with the computer in use to perform transactions.

c. Others

1.14 Cut-off time: final time of a day that one payment order can be processed on the same day.

1.15 Daily transaction limit: maximum amount of money stipulated by Vietcombank that Customers can transfer during a day.

1.16 Service provider: supplier of goods and services.

1.17 Service providing partner: third party - the intermediary between Vietcombank and service provider, cooperating with Vietcombank to provide services to Customer via Vietcombank product distribution channel.

1.18 Electronic signature: is the Username combined with the Login Password and the One-time Secret Key and/or any other identifying factor of the Customer that Vietcombank regulates from time to time in accordance with the regulations and provisions of law.

Article 2. Scope of Service

Vietcombank will provide Customer with VCB-ib@nking Service, VCB-SMSB@nking Service, Digibiz Service (hereafter called "Service"), including:

a. Information inquiry: deposit account, loan account, credit card, foreign exchange rate, interest rate, ATM network, transaction sites..

b. Bill payment

c. Domestic intra-bank and interbank money transfer

d. Bulk payment

e. Agents Topup

f. Sate budget Topup

g. Card services

h. Other electronic banking service of Vietcombank periodically.

Transaction scope is stipulated by Vietcombank from time to time and will be informed to Customer.

TERMS AND CONDITIONS FOR SUPPLYING AND USING ELECTRONIC BANKING SERVICES FOR ORGANIZATION CUSTOMERS

Article 3. Customer's commitment

3.1 Strictly following the Service instructions provided by Vietcombank.

3.2 Customer acknowledges that any log-on actions into the electronic banking system by username with the right password and/or other identifications provided by Vietcombank to Customer are all considered Customer's log-on. Vietcombank is not responsible for applying any other verification methods except for the check of username, password and/or OTP number chain. Customer is responsible for all risks concerning transactions done by his username and password.

3.3 Agreeing to provide all the information requested by Vietcombank to serve the service supply. Customers ensure that all the information provided to Vietcombank is correct, adequate, truthful and updated. Customers have to be responsible for all damages, losses or other risks caused by provision of incorrect, inadequate, untruthful and outdated information.

3.4 In case of using electronic banking service, receiving OTP via mobile phone, email, Customer agrees:

a. To inform Vietcombank any change concerning Customer's email address, mobile phone number (whether these changes arise from new mobile number change, service termination with the service provider, loss of mobile phone, or any other reasons) by documents followed Vietcombank regulation periodically. Vietcombank will continue to provide Service via registered email or mobile phone number until receiving the notice of changes from Customers. Customers have to be responsible for all damages, losses or other risks happening before Vietcombank receives this notice.

b. For the electronic banking service via mobile phone message: customer commits to not disclose message which is sent by Vietcombank's electronic service to any unauthorized third party.

c. Customer agrees to receive advertising and promotional information about Vietcombank's products, services, activities program and notices related to customer's service via registered email, message, call or other method that notified on Vietcombank's official website periodically. Customer has right to register/ deny to receive advertising and promotional information followed Vietcombank's notice method on official website periodically.

3.5 In case of using VCB-iB@nking Service or VCB DigiBiz, Customer can use service as his demand. Payment amount must be under the daily transaction limit and available balance in Customer's current account at the time Vietcombank processes the transaction.

3.6 Customer commits not to disclose information of Vietcombank concerning the supply of Service under this

request form to any third party except for the case of providing information to state authorized organizations in accordance with legal regulations or approved by Vietcombank.

3.7 Vietcombank is not responsible for any disputes (if any) between Customer and beneficiary concerning the payment instructions. Customer will be responsible with legal organizations and beneficiary for his economic and civil transactions for which payment instructions have done via Vietcombank's Service.

3.8 Customer commits that the transaction and the parties involved in the transaction are legal, transparent, not related to crime, comply with embargo regulation, anti- money laundering, combating terrorist financing and funding existing weapons of mass destruction followed current regulations of Law and Vietcombank.

Article 4. Password, electronic signature, security device

4.1 Electronic signature used in payment via VCB-iB@nking/ VCB DigiBiz Service has the same value as signature on paper document. Document attached transaction which is authenticated by electronic signature of customer will be considered as valid as a true copy authenticated by the customer or the person legally authorized and customer confirm on content

4.2 Security device is equipped by Vietcombank to Customer within 7 working days since the registered date of VCB-iB@nking/VCB DigiBiz or according to Vietcombank's regulation periodically.

4.3 Customer has responsibility to secure his username, password, electronic signature and other identification factors provided by Vietcombank to make sure that only Customer can log-on and use the Service. Customer should use all necessary measures to prevent unauthorized persons from using this Service. All payment and transfer transactions checked by Vietcombank with the correct, sufficient and identification factors in accordance with terms and commitments in this Regulation can be implicit as Customer's will. Customer has to be responsible for all the obligations on risks or damages caused by usage of unauthorized persons.

4.4 Customer has to inform Vietcombank immediately by contacting Vietcombank Customer Service center to lock the username, security device or fill the change request form and transfer it to the transaction location of Vietcombank for treatment when finding that the username, password, electronic signature, security device and/or other identification factors are lost, stolen, or suspected to be discovered. Customer has to be responsible for damages, losses or other risks happened at a time before Vietcombank receives Customer's advice.

4.5 Customer has to inform Vietcombank if there is a need to stop using authentication method by one of the following

TERMS AND CONDITIONS FOR SUPPLYING AND USING ELECTRONIC BANKING SERVICES FOR ORGANIZATION CUSTOMERS

forms according to Vietcombank's regulation, including: contacting the transaction location of Vietcombank, request on VCB – iB@nking, VCB DigiBiz or call Vietcombank Contact Center – VCC.

4.6 In case Customer enter wrong password of authentication method (applied for Vietcombank Smart OTP, advanced Hard Token) more than maximum number of times followed Vietcombank's regulation periodically, customer will be locked out of the access. Depending on the Vietcombank's policy each period, customer can request to reactivate/unlock the application/ device at the transaction location of Vietcombank or electronic banking service.

Article 5. Transaction time

5.1 Customer can perform transactions within 24 hours a day, and 7 days a week except the case Vietcombank upgrade the system or other causes beyond the reasonable control of Vietcombank. Besides, depending on the period, Vietcombank can specify the execution time for some specific transaction.

5.2 Processing time for transactions sent by Customer via online banking system:

a. For payment instructions done under VCB-iB@nking, VCB DigiBiz Vietcombank will process Customer's transaction request and send feedback updating transaction status on VCB-iB@nking/ VCB DigiBiz interface so that Customer can check when logging on.

b. For payment instructions to beneficiary in Vietcombank system, Vietcombank will process the transaction immediately when the instruction comes; those payment instructions received in and after day-end batch running time will be recognized as the next working day transaction by the system.

c. For those payment instructions to beneficiary outside Vietcombank system, Vietcombank will apply the cut-off time of Vietcombank and of each money transfer channel. For those instructions received before the cut-off times, Customer's account is debited and the payment orders will be transferred to Beneficiary Bank on the same day. For those received after the cut-off times and impossible to transfer, Vietcombank will keep them to transmit to Beneficiary Bank on the next working day. However, customer's account will be debited when Vietcombank receive the instructions.

d. Bulk payment order: For those orders received before the cut-off time of Vietcombank, Customer's account will be debited the total payment amount on the same day. For those received after cut-off time, Customer's account will be debited on the next working day. The payment instructions to beneficiaries outside Vietcombank system are complied with the cut-off time of each money transfer channel.

e. Other requests: comply with Vietcombank's regulations of processing time.

f. The processing times above can be changed without prior notice.

5.3 Time of sending information to Customer via messages, active notice.

a. Vietcombank will send notice to Customer when there are any changes in Customer's account balance (applied to Customer's registered account to use active SMS for VCB-SMSB@nking).

b. For automatic transactions such as automatic interest payment, automatic debt collection, automatic fund transfer (AFT), etc Vietcombank will send the notice of account balance changes in accordance with the periodical policy.

Article 6. Rights and responsibilities of Vietcombank

6.1 Vietcombank guaranteed within the bank's control that the Service supply system is stable, safe and in compliance with the regulations relating to online Service.

6.2 Any information in connection with Customer and his transactions shall not be disclosed to any one, other than:

a. Where the disclosure is made with Customer's consent; or
b. Where Vietcombank is legally required to disclose; or
c. Vietcombank's staff and/or third party in order to provide services; or

d. Resolve disputes (if any) between Customer and Vietcombank in relation to supply and using this service.

e. Dispute resolution (if any) between customer and Vietcombank.

6.3 Vietcombank commits to process the transactions in accordance with Customer's payment instructions. At the same time, Vietcombank may refuse to follow Customer's instructions in case of insufficient payment information; insufficient account balance or invalid or closed account; or Service providers/partners do not allow the payments by electronic means, or Vietcombank detects at the time of treatment that the instruction content is illegal, not valid, insufficient for processing and/or Vietcombank discovers/suspects that the implementation of those instructions would lead to law violation. In such cases, Vietcombank will send a notice to Customer.

6.4 Vietcombank does not accept the cancellation of payment instructions that have been done successfully. The cancellation may stem from the service providers/partners and must be approved by Vietcombank. Depending on the current policy, the ability to meet Customer's demand for each period, Vietcombank may consider providing instruments to cancel payment instructions which Customer has successfully created and sent to the bank.

In such case, Vietcombank commits providing its optimum

TERMS AND CONDITIONS FOR SUPPLYING AND USING ELECTRONIC BANKING SERVICES FOR ORGANIZATION CUSTOMERS

efforts to assist Customer to cancel or modify payment instructions but is not responsible if the cancellation and/or modification can not be processed by any means.

6.5 Vietcombank has the right to stop, suspend any providing Service and customer is notified no later 05 days after making this stop/suspension when (i) it is necessary to protect customer from existing or potential risks related to incurring or arising the possibility of Fraudulent transactions, (ii) Vietcombank does abnormal system maintenance, (iii) identification factors used by customer to access Service are incorrect more than maximum number of times followed Vietcombank's regulation periodically, (iv) according to the Law or competent state authorities, (v) for urgent or irresistible reasons according to the Term and Conditions and the provisions of Law. Vietcombank will notify in advance at least 05 days before the date of suspension of service provision, in case Vietcombank and third party has a plan to repair, maintain the system and is forced to suspend service provision which is not in the specified cases in section 6.5.

6.6 Vietcombank has the right to refuse provision of service to Customer if Customer do not allow the terms and conditions of this regulation.

6.7 Vietcombank has the right to automatically debit any account of Customer to pay for Service that Customer has used depending on Vietcombank's current pricing policy.

6.8 Vietcombank has the right to lock security device as the users are detected by violation and/or violate any of the regulations of the Service or detected as forgery, fraud, or requested by government authorities.

6.9 Vietcombank is not responsible for any Customer's damage or loss arising in the course of using the Service, unless the damage or loss is determined by subjective error of Vietcombank, including: (i) errors of Vietcombank's officers and employees or third party in the process of providing the service in case customer has properly and fully complied with relevant regulations of Vietcombank; or (ii) errors appear on service system and related system of Vietcombank, except for the errors that have been recommended by Vietcombank's notice posted on service screen and/or official Vietcombank's website. Up to 05 working days from the date Vietcombank notifies customer of the responsibility for the loss, damage, Vietcombank will reimburse customer for any loss or damage according to the actual agreement between Vietcombank and customer or currently regulation. Vietcombank is responsibility to customer for the provisions of service and/ or service's information supplied by Third party are incorrect or forged.

6.10 Vietcombank is not responsible for any damages directly or indirectly affected to Customer arising from or caused by:

- The use of the Service or access to information provided by the

Service by Customer' authorized person; or

- Any loss, theft, reveal of user name, password, electronic signature and/or other identification factors that Vietcombank provided to Customer so that any third party can use these information to access the Service or approach the information provided by the Service; or

- Using the software, documents or following instructions not provided by Vietcombank; or

- The integrity or authenticity of the message sent to Customer, or

- The message is made by a third party who, by any means, connect their devices to the Customer's registered phone number or

- The interruption, delay, holdup, unavailable Service or any incident occurs during the process of providing Service due to causes beyond the reasonable control of Vietcombank, including but not limited to service interruption due to upgrade, repair, breakdown of internet line; interruption by bill payment service provider, and/or service providing partner of Vietcombank or any act of force majeure including but not limited to natural disasters, strikes, or the requirements or directives of the Government and other state authorities, other authorized persons.

6.11 Vietcombank has the right to cancel or terminate the service/ product in case customer is prohibited from establishing relationship, terminating relationship, refusing to provide service/ product in accordance with embargo regulation, anti- money laundering, combating terrorist financing and funding existing weapons of mass destruction followed current regulations of Law and Vietcombank.

6.12 Vietcombank has the right to suspend/ terminate providing service when detecting or having grounds to suspect that customer has transaction related to cheat, fraud, money laundering, embargo violations.

Article 7. Rights and responsibilities of Customer

7.1. Customer has the right to request Vietcombank to register, modify, complement, cancel service, access rights and other requests related to the use service.

7.2. To comply with the registration process, transaction procedures and other guidelines of Vietcombank, use the information provided by the service for the right purpose.

7.3. If Customer finds any mistakes or errors while Vietcombank processes Customer's payment instructions, Customer can directly contact Vietcombank Customer Service Center or transaction locations for solutions. Problems may arise as follows:

- Any delays or errors in processing Customer's instructions; or

- Payment has been processed without Customer's instructions

TERMS AND CONDITIONS FOR SUPPLYING AND USING ELECTRONIC BANKING SERVICES FOR ORGANIZATION CUSTOMERS

- c. There is fraud in the use of the Service.
 - d. Other problems
- 7.4. Customer may terminate the Service at anytime after sending a written request to stop using Service in accordance with the form provided at any Vietcombank transaction offices. After Vietcombank processes Customer's Service termination request, Customer can not continue to use the user name, password, and/or other identification factors provided by Vietcombank.
- 7.5. Customer is obliged, by their own cost, to fully equip and regularly maintain their machinery, connection equipment, system software and application software...to be able to safely connect to the Service.
- 7.6. Customer is responsibility for applying all measures to secure service's information, including:
- a. Customer is responsibility for keeping secret of identification factors, taking preventive measures and preventing identification factor from using illegal in capability.
 - b. Customer has to change password required by service. Customer should change password regularly and should not choose personal, predictable, are already using password.
 - c. Customers do not disclose any parts of identification factors to any individual/ organization, including Vietcombank's employees or individual/organization providing technical support related to service, except for providing phone number which is used for service to Vietcombank's support staff when customer contact to Vietcombank's 24/7 hotline to request support related to service.
 - d. Customer do not declare any part of identification factors on applications, website and any unofficial electronic communication channel which is not notified on Vietcombank's official website from time to time.
 - e. Once logged in service, customer do not leave terminal device, secured device, service screen or other device that customer use to connect service anytime or let others know about that device or its identification factors.
- 7.7. Customer is responsible for those charges, losses, damages arising from any improper implementation of the terms and conditions of this regulation.
- 7.8. Customer is responsible for paying in full, on time and/or agree that Vietcombank is authorized to debit customer's account automatically all the fees concerning using service and transaction according to Vietcombank regulation.
- 7.9. Combine with Vietcombank to settle the cases arising errors, faults during the use of service.
- 7.10. Customer is responsible for compensation for Vietcombank in case that Vietcombank is sued, accused of, responsible for, fined or have to bear any costs related to the use of the Service by Customer, including, but not limited to:
- a. Third party uses Customer's passwords, electronic signatures without Customer's authorization.

- b. Customer violates any terms or conditions of this Contract
 - c. Customer does not use or misuses Customer's devices function to access the Service provided by Vietcombank.
 - d. The consequences caused by the fact that passwords, security codes, security devices ... are exposed by the negligence of the Customer.
 - e. Any accusation from any third party arising from the causes above.
- 7.11. Customer is responsibility for updating information at transaction location of Vietcombank in case customer's phone number registered for receiving OTP code is changed.
- 7.12. In case of termination of the Service, Customer remains bound by these terms and conditions regarding the rights and responsibilities of the Customer during the use of the Service.

Article 8. Fees regulation

- 8.1 Fee schedule will be announced publicly on website by Vietcombank and noticed to customer when performing service and listed at transaction location of Vietcombank. In case Vietcombank changes fee policy and fee collection method, (i) fee policy and fee collection method will be notified to customer in advance at least 07 days before the effective date by listed on website and transaction location and emailed to customer's registered email or sent message to customer's registered phone number or sent letter to customer's registered address; and (ii) customer agrees /accepts that fee and fee collection method will be effective and will binding customer from the its effective date if customer continue to user service.
- 8.2. Customer authorizes Vietcombank to automatically debit any Customer's settlement accounts opened at Vietcombank to pay for Service charges. In case Customer' settlement account balance is insufficient for Service charges at the time of payment, Vietcombank has the right to collect fees from other Customer's accounts or undertake other measures so that the full Service charges are collected.
- 8.3. Service charges can be collected in advance, after or at the same time the transactions are made depending on the type of service provided by Vietcombank. The prepaid Service charges may not be refunded to Customer depending on the Service type and terms and conditions of Vietcombank in each period.

Article 9. Security Device Provision

Vietcombank will make all reasonable efforts to ensure that the Security Device provided to Customer will perform as necessary to permit access to the services as and when required. Customer must notify Vietcombank immediately if any Security Device fails to function correctly. The only obligation that Vietcombank has in respect of such Security Device is to replace it with a new Security Device for a fee

TERMS AND CONDITIONS FOR SUPPLYING AND USING ELECTRONIC BANKING SERVICES FOR ORGANIZATION CUSTOMERS

which Vietcombank shall determine the rate at our discretion from time to time, except under the following conditions:

- a. Upon the defective Security Device being returned to Vietcombank within 30 days of its date of issue; and
- b. If there is no default or negligence on Customer side which results in or contributes to the Security Device's failure to function correctly.

Other than as specified in this Article 9 (a), Vietcombank shall have no other liability in relation to the Security Device.

Article 10. Copyright

The design, symbols, language, images, reports and other information provided by Vietcombank within the scope of Service are Vietcombank's ownership. Any reproduction, change or alteration without Vietcombank's written consent is considered illegal.

Article 11. Changes of Terms and Conditions

11.1 (i) Vietcombank is entitled to change the Terms and Conditions by publishing it on Vietcombank's official website and sending notifications to customer's registered email and listing at transaction locations of Vietcombank. (ii) Vietcombank is responsibility for notifying to customer in advance at least 05 days before the effective date of changes to these Terms and Conditions, except for implementing immediately in accordance with Laws and/or the request of authorized state agency. In case customer continues to use service after the effective date of changes to these Terms and Conditions, it is understood that customer accepts all these changes and Vietcombank does not need to obtain any further approval from customer, (iii) Vietcombank has the right to change website address, screen interface of service, contact information and customer will be notified to these changes.

11.2 Customer is considered to have received the notification if:

- a. The notification was posted on Vietcombank's website; or
- b. The notification was sent to the Customer's registered email address through internet; or
- c. The notification is displayed at Vietcombank's transaction locations; or
- d. The notification was sent to the Customer's registered address; or
- e. The notification was sent to Customer's phone number is registered to use service or register based on confirmation of providers that supplying message service
- f. The notification was provided by support employees from Vietcombank's call center or Vietcombank's automatic switchboards according to the phone number notified on Vietcombank's official website from time to time.

11.3. In case of enhancing Service utilities, Vietcombank will notify Customer via SMS, email or publicly announce on the website or other means, Customer shall follow Vietcombank's instructions to use the service. When using the service, Customer is considered to accept value added services as well as terms and conditions related to these services.

Article 12. Commitment and disputes resolution

The two parties commit to strictly comply with the terms and conditions of this Regulation and the attached amendments, supplements and appendices (if any). If disputes arise during the implementation process, the two parties will resolve the disputes through negotiation and conciliation. In case no agreement can be reached, either party may submit the dispute to authorized People's Court to resolve.

Article 13. Validity period and Termination of providing Service/ using Service

13.1. This Regulation is effective from the date on that Customer signs the Enrolment/ Change request Form of electronic banking service until the two parties reach another agreement on the termination of providing Service or using Service.

13.2. Using service can be terminated in the following cases without the agreement of the two parties: the reasons are out of Vietcombank's control, prevention and expectation; Vietcombank is unable to provide the Service; or Customer is no longer eligible for using the Service according to this Contract's terms and conditions or Customer's authorized representative is not approved by Vietcombank.

13.3. If either party violates the terms and conditions of this Regulation, the other party can unilaterally terminate the Service or stop using the Service immediately upon notice to the breaching party.

Article 14. Other conditions

14.1. The regulation is subject to relevant Vietnam legal regulations.

All attached documents are an integral part of this Regulation.

14.2. In addition to compliance with the terms and conditions of this Regulation, Customer has to comply with the account opening and using Contract signed with Vietcombank when conducting transactions through e-Banking channel. Besides, Customer commits to have read, understood and complied with relevant legal regulations.

14.3 In case any provision or any part of provision is invalidated by law, the validity of other provision of these Terms and Conditions is not affected.

14.4. In case these Terms and Conditions are made or displayed in more than one language, the Vietnamese version

TERMS AND CONDITIONS FOR SUPPLYING AND USING ELECTRONIC BANKING SERVICES FOR ORGANIZATION CUSTOMERS

is prevailed, other translation versions are only for reference value.