



**ĐƠN ĐĂNG KÝ KIỂM HỢP ĐỒNG MỞ VÀ SỬ DỤNG TÀI KHOẢN DÀNH CHO CÁ NHÂN  
/ĐỒNG CHỦ TÀI KHOẢN/APPLICATION FORM CUM CONTRACT FOR OPENING AND  
UTILIZATION OF INDIVIDUAL/JOINT ACCOUNT**

**Chi nhánh/Branch:** .....**Số AIF/Số hợp đồng/AIF/Contract No**.....  
**(Đối với tài khoản thanh toán chung/For Joint Account**  
**First CIF Account No:** .....**Second CIF Account No:** .....

Đề nghị Public Bank Vietnam mở tài khoản cho (những) người có tên sau đây trong sổ kế toán của Ngân hàng, với các thông tin về Chủ tài khoản, phương thức điều hành, các yêu cầu và cam kết như sau: /Please open an Account in the name(s) of the following person(s) in the books of Bank, with the following information on Account holder, mode of operating the account, requirements and commitments:

<b>Loại hình Sở hữu/ Type of Ownership</b>	<b>Loại tài khoản/Type of account</b>	<b>Loại tiền tệ/ Type of Currency</b>
<input type="checkbox"/> Tài khoản cá nhân/ Personal Account <input type="checkbox"/> Đồng chủ tài khoản/ Joint Account <input type="checkbox"/> Khác/Others	<input type="checkbox"/> TK Vãng lai/Current Account <input type="checkbox"/> TK Vãng lai Ưu đãi/Current Account Plus <input type="checkbox"/> TK Tiền gửi có kỳ hạn/Fixed Deposit Account <input type="checkbox"/> TK Khác/ Other Account	<input type="checkbox"/> USD <input type="checkbox"/> VND <input type="checkbox"/> Others /Khác: .....

**A. THÔNG TIN CHỦ TÀI KHOẢN/ACCOUNT HOLDER PROFILE**

**Chủ tài khoản 1/Account Holder 1:**

Họ và tên /Full name: .....

Ngày sinh/Date of birth: ..... Tỉnh trạng cư trú/Residential Status:

Quốc tịch/Nationality:.....  Người cư trú/Resident

Giới tính/Gender:  Nam/Male  Nữ/Female  Người không cư trú/Non- Resident

Số hộ chiếu/CCCD/CMND/Passport/ID No: ..... Tình trạng hôn nhân/Marital Status:

.....  Độc thân/Single  Đã lập gia đình/ Married

Ngày cấp/Issuing date:..... Địa chỉ nơi ở hiện tại/Residential address:

Nơi cấp/Issuing place: .....  
.....

Mã số thuế/Tax code: ..... Địa chỉ thường trú/Permanent address:

Nghề nghiệp/Occupation: .....  
.....

Nơi công tác/Working at:..... Địa chỉ tại nước ngoài (nếu là người nước ngoài)/  
Address in abroad (if a foreigner):

Chức vụ/Position: .....  
.....

Thư điện tử/Email: .....  
.....

Điện thoại di động/Mobile phone: ..... Nơi sinh/Place of birth: .....

**Chủ tài khoản 2/Account Holder 2:**

Họ và tên /Full name: .....

Ngày sinh/Date of birth: ..... Tỉnh trạng cư trú/Residential Status:

Quốc tịch/Nationality:.....  Người cư trú/Resident

Giới tính/Gender:  Nam/Male  Nữ/Female  Người không cư trú/Non- Resident

Số hộ chiếu/CCCD/CMND/Passport/ID No: ..... Tình trạng hôn nhân/Marital Status:

.....  Độc thân/Single  Đã lập gia đình/ Married

Ngày cấp/Issuing date:..... Địa chỉ nơi ở hiện tại/Residential address:

Nơi cấp/Issuing place: .....  
.....

Mã số thuế/Tax code: ..... Địa chỉ thường trú/Permanent address: .....  
 Nghề nghiệp/Occupation: .....  
 Nơi công tác/Working at: ..... Địa chỉ tại nước ngoài (nếu là người nước ngoài)/Address in abroad (if a foreigner) .....  
 Chức vụ/Position: .....  
 Thư điện tử/Email: .....  
 Điện thoại di động/Mobile phone: ..... Nơi sinh/Place of birth: .....

**Mở tài khoản thông qua người/tổ chức giám hộ, người đại diện theo pháp luật/Opening account under guardian/guardian entity, legal representative:**  Có\*  Không

\* Nếu mở tài khoản thông qua người/tổ chức giám hộ, người đại diện theo pháp luật, quý khách vui lòng hoàn thành thêm mẫu Xác nhận người/tổ chức giám hộ, người đại diện theo pháp luật để mở tài khoản thanh toán /If you open account through guardian/guardian entity, legal representative, please fill-in the Confirmation form of guardian/guardian entity, legal representative to open current account.

**B. THÔNG TIN TÀI KHOẢN/ACCOUNT INFORMATION**

Tên tài khoản/Account Name	Số tài khoản/Account Number

Thông tin tài khoản nhận các thông báo tại mục C/Account information to receive notification stated at Item C:

**Địa chỉ nhận thông báo/Address to receive notification**  Địa chỉ nêu trên của chủ tài khoản 1/ Above address of the account holder 1  Địa chỉ khác/Other address .....

**Số điện thoại nhận thông báo/Phone number to receive notification**  Tin nhắn SMS đến số ĐT nêu trên của chủ tài khoản 1/SMS message to the above mobile phone number(s) of the account holder 1  Số điện thoại khác/ Other telephone number .....

**Email nhận thông báo Email to receive notification**  Địa chỉ email nêu trên của chủ tài khoản 1 Above email address of the account holder 1  Địa chỉ email khác/ Other mail address .....

**C. ĐĂNG KÝ NHẬN THÔNG BÁO VỀ TÀI KHOẢN/REGISTRATION TO RECEIVE ACCOUNT INFORMATION**

Loại thông báo/ Type of notification:	Nhận qua/By		
<b>Giấy báo Nợ, Có/ Debt, Credit advice</b>	<input type="checkbox"/> Bưu điện hàng tháng Post sent monthly	<input type="checkbox"/> Giữ tại Ngân hàng Kept at Bank	
<b>Sao kê tài khoản/ Bank statement</b>	<input type="checkbox"/> Bưu điện hàng tháng Post sent monthly	<input type="checkbox"/> Giữ tại Ngân hàng Kept at Bank	<input type="checkbox"/> Email theo chu kỳ...../by.....

**D. PHƯƠNG THỨC ĐIỀU HÀNH (ĐỐI VỚI ĐỒNG CHỦ TÀI KHOẢN/MODE OF OPERATING ACCOUNT (FOR JOINT ACCOUNT)**

Một trong các đồng chủ tài khoản ký/ Any one account holder to sign  Tất cả các đồng chủ tài khoản ký/ All account holders to sign  Khác ...../ Other.....

**E. NHÓM CHỮ KÝ CHỦ TÀI KHOẢN/ GROUP OF ACCOUNT HOLDER'S SIGNATURE**Chủ tài khoản 1/*Account holder 1*Mẫu chữ ký 1/*Signature*Mẫu chữ ký 2/*Signature 2*

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Chủ tài khoản 2/*Account holder 2*Mẫu chữ ký 1/*Signature 1*Mẫu chữ ký 2/*Signature 2*

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**F. CAM KẾT CỦA KHÁCH HÀNG/ CUSTOMER COMMITMENTS**

1. Tôi/Chúng tôi cam đoan các thông tin nêu trên là chính xác./*I/We certify that the above information is true and correct.*
2. Tôi/ chúng tôi đã đọc, hiểu, đồng ý tuân thủ và chịu ràng buộc bởi Điều khoản và Điều kiện chi phối các hoạt động của (các) loại tài khoản mà tôi/chúng tôi đã đăng ký với Ngân hàng trong đơn này và Hướng dẫn mở và sử dụng các tài khoản đó cũng như bất kỳ (các) thay đổi với các quy định nói trên mà Ngân hàng có thể đưa ra sau này. Những quy định này được đăng tải trên trang Web của ngân hàng và/hoặc được cung cấp (theo yêu cầu) cho chúng tôi tại thời điểm mở tài khoản. Việc thay đổi những quy định này sẽ được Ngân hàng thông báo trên trang Web của Ngân hàng và/hoặc trên các phương tiện thông tin đại chúng và gửi thông báo cho tôi/chúng tôi qua một trong các phương tiện mà chúng tôi đăng ký với Ngân hàng: gửi bưu điện, email, điện thoại cố định, tin nhắn qua điện thoại di động của tôi/chúng tôi 07 ngày (trừ trường hợp pháp luật có quy định khác) trước khi những thay đổi này có hiệu lực. Tôi/Chúng tôi có quyền gửi yêu cầu đóng tài khoản nếu tôi/chúng tôi không đồng ý với (các) thay đổi Điều kiện và Điều khoản mà Ngân hàng áp dụng đối với tài khoản, và ngay khi nhận được yêu cầu đóng tài khoản bằng văn bản hợp lệ của tôi/chúng tôi, Ngân hàng phải thực hiện các thủ tục đóng tài khoản theo yêu cầu sau khi chúng tôi đã hoàn thành các nghĩa vụ với Ngân hàng. *I/We have read, understood, and agreed to comply with and be bound by the Bank's Terms and Conditions of the type(s) of account(s) registered with the Bank in this form and User Guide on such account(s) as well as by any amendments to these documents which the Bank may subsequently introduce. The above regulation is uploaded in the Bank's website and/or provided me/us (upon request) at the time of opening account. This change must be announced on Website of the Bank and/or on the mass media and directly informed me/us via one of the following methods which is registered with the bank: post, email, home phone, message to cell phone of me/us 07 days (unless other cases stipulated by law) before the effective time of these changes . I/We has the right to send request to cease the usage of account services if I/we do not agree to amendment(s) of the Bank's Term and Conditions applied to the account, and right after receiving my/our request, the Bank has to carry out procedures to close account as requested upon our completion of obligations with the Bank.*
3. Tôi/chúng tôi cam kết hoàn toàn chịu trách nhiệm quản lý và sử dụng tài khoản theo quy định của Pháp luật và quy định nội bộ của Public Bank Vietnam mà những quy định nội bộ này không trái với các quy định pháp luật hiện hành. Những quy định này được đăng tải trên trang Web của ngân hàng và/hoặc được cung cấp (theo yêu cầu) cho chúng tôi tại thời điểm mở tài khoản. Tôi/chúng tôi cho phép Ngân hàng ghi nợ tài khoản này của tôi/chúng tôi đối với các loại phí dịch vụ của Tài khoản theo Biểu phí và các sửa đổi bổ sung (nếu có) của Public Bank Vietnam, các loại thuế, lệ phí, chi phí (nếu có) đối với tài khoản theo các quy định của Pháp luật Việt Nam. Việc thay đổi biểu phí (nếu có) sẽ được Ngân hàng



thông báo trên trang Web của Ngân hàng và/hoặc trên các phương tiện thông tin đại chúng và gửi thông báo cho tôi/chúng tôi qua một trong các phương tiện mà chúng tôi đăng ký với Ngân hàng: gửi bưu điện, email, điện thoại cố định, tin nhắn qua điện thoại di động của tôi/chúng tôi 07 ngày (trừ trường hợp pháp luật có quy định khác) trước khi những thay đổi này có hiệu lực. Tôi/Chúng tôi có quyền chấm dứt việc sử dụng tài khoản nếu tôi/chúng tôi không đồng ý với (các) thay đổi về Biểu phí mà Ngân hàng áp dụng đối với tài khoản. *I am/We are fully responsible for management and utilization of this account in accordance with the legal provisions and the internal regulations of Public Bank Vietnam which is not contrary to the prevailing Vietnamese Law. The above regulation is uploaded in the Bank's website and/or provided me/us (upon request) at the time of opening account. I/We hereby authorize the Bank to debit this account for any fees and charges in accordance with the bank's Fee and Charge and its supplements and amendments (if any), tax obligations, fees, cost (if any) incurred under regulations of Vietnamese Law. This change on Fee and Charge (if any) must be announced on Website of the Bank and/or on the mass media and by directly informing me/us by one of the following methods which is registered with the Bank: post, email, home phone, message to cell phone of me/us 07 days (unless other cases stipulated by law) before the effective time of these changes. I/We has the right to cease the usage of account services if I/we do not agree to amendment(s) of the Bank's Fee and Charge applied to the account.*

4. Tôi/chúng tôi đăng ký sử dụng các thông tin trong đơn đề nghị này và chữ ký mẫu đăng ký tại đơn này là các thông tin và chữ ký trong tất cả các giao dịch với Public Bank Vietnam kể từ thời điểm tôi/chúng tôi ký vào đơn này. *I/We register to use the information in this Application and the signature(s) in this Application as the information and signature(s) in all transactions with Public Bank Vietnam since the time I/we sign in this Application.*

**Tôi/Chúng tôi đồng ý tuân theo các đăng ký, cam kết và quy định nêu trong đơn này/I/We agree to be bound by the registration, commitments and provisions stated in this application.**

<b>Chủ tài khoản/Account holder(s)</b> Ký và ghi rõ họ tên/Sign and fill in full name  .....	<b>Người giám hộ/đại diện theo pháp luật (Nếu có)</b> <i>Legal representative/guardian (If any)</i> Ký và ghi rõ họ tên, đóng dấu (Nếu có)/Sign, fill in full name and seal (If any)  .....
     .....	     .....

**PHẦN DÀNH CHO NGÂN HÀNG/FOR BANK'S USE ONLY**

<b>NGƯỜI CHUẨN BỊ/ PREPARED BY</b>	<b>NGƯỜI KIỂM TRA/ VERIFIED BY</b>	<b>NGƯỜI PHÊ DUYỆT/ APPROVED BY</b>
   Date:	   Date:	   Date:

**PUBLIC BANK VIETNAM (PBVN)**  
**TERMS AND CONDITIONS TO OPEN CURRENT ACCOUNT/ CURRENT**  
**ACCOUNT PLUS**

*(This terms and conditions is an integral part of Application Form cum Contract for opening and utilization of account at Public Bank Vietnam)*

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## **I. SCOPE OF APPLICATION**

This Terms and Conditions is applicable for Customer opening Current Account/ Current Account Plus and products derived from 02 accounts above.

## **II. GOVERNING LAW**

The Terms and Conditions to open and use account is established and adjusted in compliance with the prevailing Vietnamese laws.

If any terms or conditions or any parts or items of this Terms and Conditions are declared as null and void or could not be enforced by the competent authorities, that terms and conditions will not nullify other terms, conditions, parts or items of this Terms and Conditions.

The content which have not been regulated in this Terms and Conditions will be in compliance with the specific regulation of each product, service based on agreement between the Bank and customer and regulation of relating laws.

## **III. REGULATION OF OPENING AND USING ACCOUNT.**

### **1. Account Opening**

- 1.1. The prescribed copies of application form for opening account are to be completed and executed in the name of the person/firm/company/society/association by the authorized signatories as per the agreements/resolutions and such application must be submitted together with the documents as required by the Public Bank Vietnam (hereafter called as “The Bank”) as stipulated from time to time and be furnished to the customer at the counter or at the place of account opening or published in the Bank’s official website. The acceptance or decline of the application is at the Bank’s discretion in accordance with Internal Guidelines/stipulations of the Bank as per regulations of State Bank of Vietnam regarding the management of Customer’s account.
- 1.2. An initial deposit to activate the account stipulated at the Fees and Charges of the Bank is furnished for customer at the time of opening account and published in our official website.

### **2. Deposit**

- 2.1. Customer can deposit by cash, fund transfer or cheque, draft, collection order etc.
- 2.2. Cheques, drafts, collection order are received for collection only and the counterfoil given to the Customer should not be construed to mean that the deposit to the Customer's account has been cleared.
- 2.3. Customer must bear all the risk and expense arising from dishonored cheques, draft,

others payment instruments etc ... which were deposited at the Bank for collection, but were refused to be honored afterwards, except for cases where the Bank is at fault.

### **3. Cheque**

- 3.1. The Customer is responsible for the safe keeping of the Customer's cheque books and in the event if any cheques are lost, stolen or misplaced, the Customer is to immediately report to the Bank. For the promptness purpose, The Customer can report verbally but the Customer must send the written notice to the Bank. The supply and use of cheques shall be governed by the prevailing regulations by the State Bank of Vietnam and relevant authorities.
- 3.2. Cheques may not be drawn on the Bank except on the forms supplied by the Bank and registered for each account. The application for cheque books should be made on the printed application form which is to be found in the cheque book. The application form must be duly signed and seal (if any) in accordance with the registration at the Bank. In the Customer's interest, the Customer is requested to read and follow closely the notes of cautions printed on the inside cover of the cheque book.
- 3.3. The cheque presented first will be paid first, provided that this cheque is still valid and its amount does not exceed the available balance in the Customer's account. If the Customer draws several cheques at the same time and the aggregate amount of the cheques exceed the Customer's disposable credit balance, the cheque with the earlier drawing date will be paid first. For cheques with the same date of drawing, the cheque with smaller serial number will be paid first, provided that this cheque is still valid and its amount does not exceed the available balance in the Customer's account.
- 3.4. The Customer agree to indemnify the Bank as collecting banker, from any loss which the Bank may incur by reason of its guaranteeing and endorsements, discharge or discharges on any cheques, bills, drafts or any other payment instruments presented for collection, any every such guarantee given by the bank shall be deemed to have been given at the Customer's expressed request in every case.

### **4. Overdraft**

Overdraft facilities may be allowed only at the discretion of the Bank. Interest will be calculated daily, based on the last overdrawn balance at the end of the day in accordance with the rate prescribed in the lending contract in compliance with all the stipulations on lending interest rate stipulated by State Bank of Vietnam in each period.

### **5. Foreign Currency Trading**

If the amount indicated in cheque, draft, payment instruction, credit instruction, etc is in foreign currency, meanwhile the payment amount is in VND or other foreign currencies, the Customer agrees that the Bank will purchase such foreign currency at the rate quoted at the counter or announced on the Bank's official website at the time of conversion in accordance with SBV's foreign exchange control.

### **6. Method of Interest Rate Calculation**

The Interest rate is calculated on basis of 365 days per year and on method of day-end

balancing (same as method of day-begin balancing as stipulated by State Bank of Vietnam).

## **7. Alterations/Signature Differs**

The Bank may refuse to honor cheques in which the signature differs from the specimen supplied to the Bank. Cheques with any alteration(s) will not be honored.

## **8. Stop Payment**

8.1. Notice of the Customer's intention to stop payment of any cheques must be in writing. Customer must ensure that the correct account number, correct cheque number(s) and relevant particulars (e.g. amount, date, payee, etc.) are stated in the Customer's letter of notification.

8.2. Only upon receipt of the Customer's letter of notification will the Bank record the order countermanding payment of the cheque. The Bank shall not be responsible for any loss caused by an oversight or the non-receipt of the letter of notification, except for case(s) where the Bank is at fault.

8.3. Any instructions to stop payment of a cheque conveyed either verbally or by way of telephone, telex or telegram is not acceptable to the Bank. However if due to some reasons the Customer has to do this; the Customer must immediately confirm his/her instructions in writing and immediately deliver it to the Bank. Thus, notice is hereby given that the Bank shall not under any circumstances be responsible for any loss occasioned by the Customer by virtue of the Customer's verbal, telephonic telex or telegraphic instructions to stop payment on a cheque, except for case(s) where the Bank is at fault.

## **9. Temporarily Locking, Blockade and Closure of Account**

### *9.1. Temporarily Locking Account*

a. The Bank shall temporarily lock (temporarily stopping the operation) the entire or a part of the amount of the Customer's current account in event of the following:

- i. Upon proper written instruction by the account holder (or his/her legal representative);
- ii. As per the written prior agreement between the account holder and the Bank.

b. The ending of temporary lock of a current account and handling of outward, inward payment orders during the period of temporary lock as requested by the account holder (or his/her guardian, legal representative) or as per the written agreement between the account holder and the Bank.

### *9.2. Blockade of Account*

a. The Bank reserves the right to block in whole or in part any credit sums of the Customer's account and inform the account holder or his/her guardian or legal representative in writing or by other method agreed upon in the Application Form cum Contract for opening and utilization of current account between PBVN and

customer on reasons and scope of blockade of account upon blockade in event of the following:

- i. Upon a decision or request in writing by relevant authority in accordance with the stipulations of the laws;
- ii. The Bank discovers that there is some mistake, error in crediting to the Customer's current account or a request for refund of money is sent from the remittance service supplier due to mistake, error against payment order of customer. The blockaded amount of the current account shall not exceed the amount of the remittance order error.
- iii. A written notice is submitted/ sent by one of the account holders informing that there is a dispute among the holders of the joint current account.
- iv. Other cases as stipulated by the laws.

The blockade amount in payment account must be strictly protected and controlled following blockade content. In event, the payment account is partially blocked; the rest of account can still be utilized.

- b. The blockade of the Customer's account shall be terminated when one of the following conditions is met:
  - At the end of the blockade term.
  - A decision or request for termination of the blockade by relevant authority in accordance with the stipulations of the laws.
  - The Bank has completed rectifying the mistake, error in remittance.
  - A written notice made by all the account holders of the joint account informing that the dispute of the joint account among the account holders has been resolved.

### 9.3. *Closure of Account*

- a. The Bank shall have the right to close Customer's account in event of the following:
  - i. A written request for closure of the payment account is submitted by the account holder, who has fulfilled obligations related to the payment account. In case where the account holder is under 15 years old, or is restricted in civil act capacity, or loses civil act capacity, or has limited cognition and behavioural control, the guardian, legal representative shall carry out procedures for closure of current account;
  - ii. Holder of a personal payment account is deceased, declared as dead, missing or loses civil act capacity;
  - iii. The entity holding the payment account terminates its operation in accordance with applicable laws and regulations;
  - iv. The account holder breaks the commitment or agreements stipulated in the contract of opening and use of payment account signed with the Bank;



- v. Other cases as provided for by the laws.
- b. The Customer shall at all times maintain sufficient funds in the Customer's Account to meet all his/her obligations. If the Customer fails to meet the obligations twice within one year, the Bank will at its absolute discretion close the Customer's Account and inform him/her accordingly.
- c. If an account does not have any transaction conducted by account holder or any third party for a continuous 12-month period, such account shall be classified as dormant account. The Bank will attempt to contact the Customer in writing periodically. Should there be no response from the Customer; the Bank will close the account when the account balance becomes zero after deducting the service fee in accordance with the Bank's Fees and Charges.
- d. After closing payment account, the Bank will inform on behalf of customer, his/her guardian or legal inheritor to know in case customer being individual who died, declared as dead.
- e. The remaining balance after the closure of a payment account shall be settled as follows:
  - i. The balance shall be paid at the request of the account holder or the guardian or the legal representative (if the account holder is under the age of 15, or has restricted capacity for civil acts, or is incapable of civil acts, or has limited cognition and behavioural control) or the heir/the representative of the heirs if the account holder has died or is declared dead or missing;
  - ii. Making payment under the decision of the court;
  - iii. Handled in accordance with applicable laws and regulations in the event where the legal beneficiary of the balance on the account has already been notified but failed to come up to receive or as per a prior written agreement with the account holder in conformity with applicable laws and regulations.

## **10. Change of Record**

- 10.1. The Customer is to notify the Bank as soon as possible but within 30 days from the date of any changes of relevant records such as change of business registration, company charter, authorized signatures/signatories, regulations on operation, change of partners (for partnership account), change of shareholder(s), change of information related to FATCA Act (i.e change of address, change of US indicia, US substantial ownership of the entity) that it leads to account of entity being reportable and also change of rules and regulations. All communications sent by post, at the time of sending post, to the most recent address that customer registered with the bank shall be deemed to have been conveyed/ delivered to the Customer.
- 10.2. Under the Foreign Account Tax Compliance Act (FATCA) of U.S., the customer is required to furnish the necessary documentation to support the identification of U.S. indicia or U.S. ownership interest within 90 days from the date of receiving notice of

customer's changes by the Bank.

- 10.3. In the event the Customer did not notify the Bank promptly of any changes to mentioned in the item 10.1, within the stipulated deadline mentioned in item 10.2, the Bank reserves the right to take necessary actions in accordance with the Law regarding Customer's account management. This action will be noticed to the customer. Customer will be liable for any losses or risks and expenses whatsoever which may be incurred/suffered arising from failure to inform the Bank of change in records as regulations stipulated in the Application Form cum Contract for Opening Account.

## **11. Bank Statement**

- 11.1. The bank statement will be sent to the Customer via post or via email as selected/registered by the Customer. Customer will receive the Bank statement within 10 working days from the last day of the previous month. If the Bank does not receive the notice of non receipt from the Customer within 10 working days as stated above, the Bank construes that the Customer has received the bank statement. To get updates and be able to response promptly in case of any disputes regarding transactions made to the Customer's account, the Customer is encouraged to use SMS to get notification of all transactions and E-banking service to immediately check all transaction made by customer's account at anytime and check all transaction made by customer's account at anytime.
- 11.2. The Customer is to carefully examine with all due care the entries in the statement promptly and to report immediately to the Bank of any error or discrepancy found therein. If the Bank does not receive any notification in writing within sixty (60) working days from the last day of the month of any error or discrepancy as regards to the debit or credit entries in the statement, the Bank construes that the Customer accepts such entries made up to the date of the last entry in the statement as correct, binding, final and conclusive and thereby adopts all therein. After 60 working days, the Bank shall not be responsible for responding any customer's queries in the statement on any accounts whatsoever. In the event of any unexpected elements arising from transaction such as unauthorized signature or endorsement or alteration, (if any) the Customer must inform the Bank in writing within 60 working days from the last day of previous month, failing which the Bank shall hold no liability to answer any questions of the Customer.
- 11.3. The Bank shall have the right to reverse out any credit items erroneously credited to the Customer's Account.

## **12. Liability**

- 12.1. Should any of the Customer's cheques, drafts, postal or money orders deposited be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection by the Bank, the Customer hereby agrees that he/she shall not hold the Bank liable for any losses, liabilities or damages which the Customer may sustain, incur or be liable to arising from such occurrence without the Bank's error.
- 12.2. When the Bank accepts or incurs liability on behalf of the Customer or at the Customer's request, any funds or securities and any other valuables deposited with the Bank belonging to the Customer and in the hand of the Bank shall automatically

become security to the Bank. The Bank shall have the absolute right to retain part or full amount of the funds, securities or any other valuable papers deposited with the Bank equivalent to Customer's responsibility even in the event that the Bank declines to clear the cheque until the Customer's liability with the Bank is settled.

- 12.3. Should the Bank have to enforce any of its rights hereunder or otherwise whether by judicial proceedings or any other manner in relation to the Customer's account in compliance with the provision of the law, the party who is liable to pay all actual costs, fees and charges in relation thereto is determined by the court's decision. The Bank shall have the right to debit the Customer's account in the case that Customer is liable to pay such actual costs, fees and charges stated as per the court's decision.

### **13. Service Fees**

- 13.1. Customer agrees that the Bank reserves the right to decide the Bank's service fees and charges from time to time in line with the provisions of law. The Bank will announce the changes in the fees & charges on the Bank's Website and/or via the means of mass media and to send notices to Customers by one of these methods: by mail, email, home phone, text messages via mobile phone of customers 07 days (except other cases stipulated by law) before the effective time of such changes. Customers have the right to cease the usage of account service if they disagree with the change(s) in fees and charges that the Bank applies.
- 13.2. A service charge will be levied on each cheque which is dishonoured owing to insufficient funds. When a stop payment notice has been received, a service charge will also be levied on each cheque with insufficient funds upon presentation of the cheque. A monthly maintenance charge will be imposed should The Customer's Current Account balance on any day of the month fall below the minimum balance stipulated by the Bank. These charges are stipulated in the Bank's Fees and Charge.

### **14. Information Disclosure**

The Bank is responsible for keeping Customer's confidential information and is not allowed to collect and transfer to any other third party without Customer's consent, except for the requirements of State competent agencies or other cases stipulated by law, or other compulsory cases in which Customer gives consent to the Bank to disclose information to other parties such as Branches, Parent Bank of PBVN, lawyer, correspondent banks, Internal Revenue Service of USA in compliance with FATCA to smooth the banking operation relevant to this agreement.

### **15. Foreign Account Tax Compliance Act (FATCA)**

- 15.1. The Bank and its branches are Participating Foreign Financial Institutions under Foreign Account Tax Compliance Act ("FATCA") of the United States of America. FATCA requires enhanced due diligence procedures on Customers/account holders of the Bank to the extent permitted under the laws of the Socialist Republic of Vietnam.
- 15.2. In some instances, the Bank will request certain information to be submitted by its customers/account holders to meet its FATCA obligations whereby the customers/account holder is to provide that appropriate certification or other

documentation concerning their status to the Bank as instructed. To ensure that customer's/account holder's information is accurate, the Bank requires that customers/account holders provide prompt notification in the event of changes in customer information including mailing address, phone number and nationality.

## **16. Method of Receiving Requests for Investigation and Complaints**

If there is any mistake or any doubt relating to the Customer's account, the Customer is entitled to send a tracing request to PBVN.

### *16.1. Method of Receiving Information Required for Investigation.*

The Customer can request to trace the card transactions through 2 channels:

- Go to the Bank's nearest branch or transaction bureau and fill in the Claim Form.
- Call the Bank's hotline number at 1800 1198 to request to trace the transaction, and then submit the claim form within 03 working days for the Bank's official record.

### *16.2. Time Limit for Sending Tracing Request*

Customer is to send a written tracing request within 60 days from the date of transaction(s).

#### *a. Time Limit For Processing Tracing Request and replying to Customers*

The Bank is responsible for replying to the tracing request of Customer within the maximum time of 30 working days from the date the Bank received the written tracing request regarding the utilization of account.

#### *b. Processing the Tracing Request's Result*

Within the maximum time of 5 working days from the date PBVN informed the result of tracing request to customers, The Bank will indemnify the Customer as agreed before and in accordance with prevailing regulation regarding losses which the Customer was not at fault and/or not included in the force majeure as agreed in the Terms and Conditions to Open Current Account.

In the event that the Bank could not identify which parties are at fault after the deadline to reply for tracing request; the Bank will negotiate with customer on the solution within the next 15 working days.

In the event if criminal sign is detected, the Bank will notify the competent authorities in accordance with the regulation of laws on criminal procedures as well as inform State Bank of Vietnam (Payment Department, branch of State Bank in City/Province Branch) and inform in writing to customers on the status of the tracing request. The competent authorities will be in charge of processing tracing request. In the event that the competent authorities inform that this is not a criminal case, the Bank will make an agreement with the Customer for the solution of tracing request within 15 working days from the date of receiving the result from the competent authorities.

In the event if customers, the Bank and other relevant parties could not reach an agreement and/or agree with the tracing request, dispute resolution will be implemented in accordance with legal stipulation.

## **IV. RIGHTS AND OBLIGATIONS OF CUSTOMER**

### **1. Rights of Customer**

- a. Utilizing available balance in Customer's account to pay for legal and valid transactions.
- b. Choosing to use payment method, service and other facilities supplied by the Bank.
- c. Requiring the Bank to make valid, legal payment instructions, and providing information about payment transactions and account balance as per agreement with the Bank.
- d. Being provided information about payment transactions and account balance.
- e. Requiring the Bank to close, block, temporarily lock account when necessary.
- f. Inform the Bank about disputes arising in joint account between joint account holders.
- g. Receiving interest on account balance at the interest rate regulated by the Bank in compliance with State Bank of Vietnam's interest rate in each period.
- h. Being exempted from responsibility in force majeure events. Force majeure events are events which occur in an objective manner, unforeseeably and insurmountably even when all necessary actions have been taken, such as fire, flood, earthquake, tsunami, war, riot, embargo, being surrounded or other restrictions by the government relating to the operation of Customer's account and other force majeure events.
- i. Other rights as stipulated by Laws or prior written agreement between the Customer and the Bank which is not in contrary to the prevailing Laws.

### **2. Obligations of Customer**

- a. Maintaining minimum balance as regulated by the Bank.
- b. Maintaining sufficient account balance to perform valid and legal payment instructions and fee payment as stipulated by the Bank in each period or fee/charge/cost related to the utilization of account in compliance with law regulations. Customer is required to fulfil obligation related to overdraft if there is an existing overdraft agreement with the Bank.
- c. Informing the Bank timely upon detecting any mistake, error on Customer's account or suspecting if the account is being fraudulently used.
- d. Not allowed to rent, or lend his/her own account. Customer is responsible for revealing account information to third party.
- e. Reimbursing or coordinating with the Bank in reimbursing funds in the event if funds are erroneously credited into Customer's account.
- f. Providing complete, clear and precise information relating to the opening and usage payment account. Promptly update and send related documentations to the Bank should Customer needs to make any changes on opening account documentations.
- g. Complying with the Bank's regulation and guideline on opening and utilization of payment account or making payment instructions and using payment methods.
- h. Responsible for any damage caused by mistakenly or fraudulently using payment account due to Customer's error.

- i. Payment account is not allowed to be used for the purpose of money laundering, terrorism financing, fraud, or other actions which violates the law.
- j. Customer has to bear all actual costs, fees and charges in relation thereto should the Bank have to enforce any of its rights by judicial proceedings or any other manner in relation to Customer's Account in compliance with the provision of the law, except in case(s) where the Bank is at fault. The Bank shall have the right to debit the Customer's account to pay such actual costs, fees and charges stated above in compliance with regulations of the laws.
- k. Other obligations as prescribed by laws.

## **V. RIGHTS AND OBLIGATIONS OF THE BANK**

### **1. Rights of the Bank**

#### *1.1 To Deduct from (Debit) the Account*

The Bank shall be entitled to deduct from (Debit) Customer's current account of Customer in the event of the following:

- a. For any cheque, draft, payment order, collection order or other instruments which are legitimately drawn into customer's account, as well as the service fee according to the Fees & Charges of the Bank, or charges/fees/other expenses in line with the provisions of the laws or agreements with the Customers.
- b. For any cheque, draft, payment order, collection order or other instruments previously credited or discounted by the Bank in the case of their dishonour or non-payment and any other charges/expenses incurred as a result thereof. The Bank is to inform Customer on such debit.
- c. To collect due, overdue debts, interest and other charges incurred during the account management and supply of payment services (including the service supplied on other Customer's account) according to the written agreement with Customer in conformity with the Law.
- d. Upon written request by competent authority in executing decision on administrative sanction, judgment enforcement decision, tax collection decision or other payment obligations in accordance with laws and regulations.
- e. To adjust items that are wrongly accounted, accounted improperly or incompatibly with the contents of using payment account in accordance with the Law and notify account holders by one of the following methods: : phone and/or message (SMS) and/or email and/or post by customer information registered with the Bank.
- f. Upon detecting that Customer's account was erroneously credited or upon request to cancel the credited instruction from the payment service supplier when such payment service supplier discovers there were error(s) against the payment instruction of the remitter.
- g. To pay regular, periodic payments of Customers and other cases as agreed in written agreement between the Bank and the Customers.

- h. For tax deduction in compliance with FATCA regulations (if any).

### *1.2. To Refuse the Payment Orders*

The Bank has rights to refuse the payment orders of Customer in the event of the following:

- a. Customers did not fulfill the requirements of payment procedures, payment order is invalid, or not compatible with the registered information in the account opening record or the agreement between Customer and the Bank;
- b. The current account balance is insufficient or in excess of the overdraft limit for performing the payment order;
- c. Upon receiving a written request from a competent state agency or having appropriate evidence showing that the payment order is for the purpose of money laundering, terrorism financing which violates laws and regulations on anti-money laundering;
- d. The current account is temporarily locked, totally blockaded or the current account is being closed, the current account is temporarily locked or blockaded partially whereas the remaining balance that is not locked, blockaded, is insufficient (for the case of overdraft) or is in excess of the overdraft limit for performing payment orders.

### *1.3. To Refuse Request for Block, Temporary Lock, Close Current Account.*

The Bank has the rights to refuse the request for block, temporary lock, close of the current account when the account holder has not yet fulfilled the payment obligation under an enforcement decision of the competent state agency or has not fully paid the liabilities to the Bank.

### *1.4. To Exempt from Responsibility.*

Should any of the Customer's cheques, drafts, collection order deposited be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection by the Bank, the Customer hereby agrees that he/she shall not hold the Bank liable for any losses, liabilities or damages which the Customer may sustain, incur or be liable to arising from such occurrence where the Bank is not at fault.

Being exempted from responsibility in the event of force majeure. Force majeure events are events which occur in an objective manner, unforeseeably and insurmountably even when all necessary actions have been taken, such as fire, flood, earthquake, tsunami, war, riot, embargo, being surrounded or other restrictions by the government relating to the operation of Customer's account and other force majeure events.

- 1.5. To stipulate the minimum balance of the payment account and announce publicly and guide the Customer in details.
- 1.6. To stipulate and apply safety and security method in the opening and use of current accounts in accordance with applicable laws and regulations.
- 1.7. To inform Customer the information relating to the Bank's products and services via

channels provided by the Bank such as official Website, SMS, E-mail,...

- 1.8. In the event if Bank's products and services currently provided to the Customer is changed or prohibited due to the changing of the Law, the Bank has the right to convert such product or service to equivalent replacement product and service and notify the Customer accordingly.
- 1.9. Other rights in accordance with laws and regulations or as per the written agreement between the Customer and the Bank, as long as it is not in contrary against prevailing laws and regulations.

## **2. Obligations of the Bank**

- a. To guide the Customer to comply with regulations on Customer's information documentations, opening account and regulations on using account. To execute the payment order of Customers after checking and verifying the legality and validity of the payment order.
- b. To timely credit the Customer's payment account inward remittance instructions, deposits to account; timely refund the amounts that were wrongly or mistakenly debited from the Customer's payment account.
- c. To timely and fully inform the account balance, transactions performed via payment account and the blockade of payment account in written or as per the method stipulated in the account opening and utilization contract; and take responsibility for the correctness of the supplied information.
- d. To record and fully update the signature specimen, the seal specimen (if any) registered by Customer to check and verify during the use of payment account.
- e. To timely update the Customer's information upon receipt of the modification in Customer's information of account holder. To save and record account opening documents and account transactions documents in compliance with the Law.
- f. To ensure the confidentiality of the information relating to accounts and transactions on Customer's account in accordance with the Law.
- g. To take responsibility in the event if the Bank is at fault for any damage caused by mistakes or act of misuse, fraudulence on the Customer's account.
- h. To comply with the Laws and regulations on anti-money laundering and counter terrorism financing.

## **VI. DISPUTES RESOLUTIONS**

If there are any disputes from the opening and use of accounts, Customer and the Bank will jointly seek resolution through negotiation and reconciliation in the spirit of cooperation, equality and mutual respect.

In the event if matter be resolved by negotiation or reconciliation, both parties have the right to submit the dispute to a competent Court in Vietnam for settlement.

## **VII. CHANGE OF TERMS AND CONDITIONS**



Customer agrees that the Bank has the right to add, change or amend Terms and Condition(s) applicable above if deemed necessary. Any amendment of and supplement to Bank's terms and conditions will be published on the Bank's Website or via the means of mass media and notification sent to the Customer via one of these methods: mail, email, home phone, text messages via mobile phone of customers 07 days (except other cases stipulated by law) before the effective time of these changes. If customers do not agree with the amendments and supplements to the terms and conditions applicable to the bank account, the customer may terminate the utilization of the account service at the Bank.

## **VIII. ENFORCEMENT**

This Terms & Conditions takes effect and is applicable to Customers from the date of Customer's application form cum contract for opening and utilisation be accepted by the Bank.

Customers confirm that they read, understood and agree to comply with Bank's Terms and Conditions, other regulations of the Bank relating to the opening and using of accounts and other related prevailing Vietnamese laws.

This Terms & Conditions is made into 02 versions in Vietnamese and English. In the case of any inconsistency between Vietnamese version and English version, the Vietnamese version shall prevail unless otherwise provided by law.