HSBC

Relationship Terms of Business

1. TERMS OF BUSINESS

1.1 These terms of business, together with any schedules, supplemental terms, and accompanying documents, as introduced, amended or supplemented from time to time (the "**Terms**") will govern your banking relationship with HSBC Bank (Vietnam) Ltd. ("**HSBC**" or "**we**") and the Services you receive from HSBC, from time to time.

1.2 These Terms govern how HSBC will use your information and that of your Connected Persons. By using the Services, you agree, that HSBC and members of the HSBC Group shall use Customer Information in accordance with these Terms.

1.3 These Terms will (i) supplement any terms of business provided to you, and any product documentation in place between us, whether such terms of business and/or product documentation is entered into before, on or after the date of these Terms, and will (ii) be in addition to the terms and conditions in all other agreements, express or implied, and whether entered into before, on or after the date of these Terms, between us.

1.4 These Terms supersede all provisions previously in force between you and HSBC concerning the subject matter covered by these Terms, in particular to the extent of any conflict or inconsistency.

1.5 These Terms shall prevail in the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and HSBC (the "Other Terms"), whether entered into before, on or after the date of these Terms, notwithstanding the existence of any contrary provisions in such Other Terms regarding conflict or inconsistency between such Other Terms and these Terms. Any consents, authorisations, HSBC requested waivers and permissions that you have already provided in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

1.6 INTERPRETATION

(a) References to "the **Customer**" or "**you**" shall mean …….. (collectively and individually, "the **Customer**" or "**you**").

(b) The definitions set out in **Definitions Schedule** will apply except where the context requires otherwise.

(c) Clause headings are included for convenience and do not affect interpretation.

(d) A reference to these Terms includes any variation, supplement, novation or replacement of any of them.

(e) References to a person includes a sole proprietorship partnership, body corporate, an unincorporated association or an authority and include that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.

(f) References to the singular includes the plural and vice versa.

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2. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

2.1 COLLECTION

HSBC and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested from you (or a person acting on your behalf), or may also be collected by or on behalf of HSBC, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to HSBC or any member of the HSBC Group. You agree to supply Customer Information promptly, and in any event, within 30 days following any request from, HSBC, or a member of the HSBC Group.

2.2 PROCESSING

HSBC and members of the HSBC Group may process, use, transfer and disclose Customer Information in connection with (1) the purposes set out in Appendix 1, and (2) matching against any data held by us or the HSBC Group for whatever purpose (including whether or not with a view to taking any adverse action against you) ((1) and (2) are collectively referred to as the **"Purposes"**).

2.3 SHARING

By using the Services, you agree that HSBC may (as necessary and appropriate for the Purposes) transfer, share, exchange and/or disclose any Customer Information to all such persons, wherever located, as we may consider necessary (who may also process, transfer and disclose such Customer Information for the Purposes) including without limitation:

(a) any member of the HSBC Group;
(b) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers) provided that such person is under a duty of confidentiality to any member of the HSBC Group;
(c) any Authorities in response to their requests, or in connection with our Compliance Obligations or Financial Crime Risk Management;
(d) anyone acting on behalf of you, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group for you);
(e) any party acquiring an interest in or assuming risk in or in connection with the Services;
(f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and
(g) any party involved in any business transfer, disposal, merger or acquisition by us or any member of the HSBC Group.
(h) any third party fund manager providing you with asset management services.

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CUSTOMER OBLIGATIONS

2.4 You confirm and warrant that you have obtained (or will obtain) the express and prescribed consent of every Connected Person to the provision of their information (including Personal Data and Tax Information) to HSBC or a member of the HSBC Group for the Purposes and disclosure to the persons as provided in these Terms (as may be amended or supplemented by HSBC from time to time). You shall, at the same time, advise Connected Persons that they have rights of access to, and correction of, their Personal Data. With respect to Personal Data governed by Data Protection Legislation of Vietnam:

(a) You agree that the Personal Data shall be collected, processed, disclosed and/or transferred in accordance with the Privacy Notice of HSBC published on HSBC's website at https://www.business.hsbc.com.vn/en-gb/regulations/privacy-and-security, as updated from time to time (the "**Privacy Notice**");

(b) You confirm, represent and warrant that (i) every Connected Person has been notified with the Privacy Notice; (ii) you have obtained and stored explicit, voluntary, affirmative, unconditional consent of every Connected Person for you to provide and disclose their Personal Data to HSBC and/or a member of the Group to process their Personal Data in accordance with the Privacy Notice (including each purpose of processing Personal Data mentioned therein) and the Data Protection Legislation of Vietnam. You, at the same time, have clearly advised any such Connected Persons that they have various rights with respect to their Personal Data as prescribed in the Privacy Notice and the Data Protection Legislation of Vietnam.

(c) You acknowledge that HSBC may amend, update or modify the Privacy Notice at any time in accordance with HSBC's notice. Upon becoming aware of such amendments, you will immediately inform the Connected Persons and secure the consent of every Connected Person to these amendments. The use of HSBC's services after the effectiveness of such amendments will constitute your and the Connected Persons' acceptance to be bound by such amended Privacy Notice.

(d) You acknowledge and understand that in case of any alteration to your agreement and/or the consents of the Connected Persons granted in items (a), (b) and (c) above, you will notify HSBC in writing and as per HSBC's guidance. You understand that if you and/or the Connected Persons modify such consents, HSBC may be unable to continue providing services to you.

(e) You agree that the Terms and the Privacy Notice constitute the agreement for the transfer of personal data between HSBC and you.

For the purposes of this Clause:

"Connected Person" means a person or entity whose information (including Personal Data or Tax Information) is provided by you, or which is provided on your behalf, to any member of the HSBC Group in connection with the Purpose. "Connected Person" may include, but is not limited to, any guarantor or third party security provider, member, a director or officer of a

company, partners or members of a partnership, any "substantial owner", "controlling person", or investor of a fund, beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, the customer's agent or nominee, or the customer's principal where you are acting on another's behalf, or any other persons or entities with whom you have a relationship that is relevant to the your banking or other service relationship with the HSBC Group.

"HSBC Group" means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.

"Personal Data" means any information relating to an individual from which they can be identified.

"Personal Data Legislation" means all data protection, privacy and other laws to the same or similar purpose in all relevant jurisdictions applicable to you and/or HSBC.

"Tax Authority" means domestic or foreign tax, revenue, fiscal or monetary authorities.

"Tax Certification Form" means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm your tax status or that of a Connected Person.

"Tax Information" means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to your tax status and the tax status of any owner, "controlling person", "substantial owner" or beneficial owner. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data.

2.5 You shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of your Customer Information in the manner described in these Terms.

2.6 You acknowledge that where:

- you fail to provide Customer Information that HSBC reasonably requests, or
- you withhold or withdraw any consents which HSBC may need to process, transfer or disclose Customer Information for the Purposes, or
- HSBC, or a member of the HSBC Group, has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the HSBC Group,

HSBC may, to the extent not prohibited by any Laws or regulatory requirements and without prejudice to any other rights and remedies it may have under any other agreement and terms and conditions with you and without any liability to you

(a) be unable to provide new, or continue to provide all or part of, the Services to you and reserves the right to terminate its business relationship with you;
(b) take actions necessary for HSBC or a member of the HSBC Group to meet the Compliance Obligations; and/or

PUBLIC

(c) block, freeze or close your account(s) where permitted under applicable Laws.

3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

3.1 HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate in their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("**Financial Crime Risk Management Activity**").

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds, (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer's identity and status.

3.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to you or any third party in respect of any Loss whether incurred by you or a third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

4. ADDITIONAL TERMS ON E-CHANNEL (IF APPLICABLE)

The terms in this Clause apply only if and to the extent that the Customer accesses or uses any E-Channel (as defined below).

4.1 The Customer undertakes to promptly notify HSBC of any authorisation granted by the Customer to any person or entity to send and receive information and instructions and act on behalf of the Customer via E-Channel with respect to any accounts and services provided in Vietnam, including, as the case may be, providing HSBC with any E-Channels Letter of Authority.

4.2 In accordance with the laws of Vietnam, the Customer acknowledges that HSBC may deliver various Accessed Services, including processing and agreeing to receive instructions, through E-Channel or other electronic Communication Channels, in accordance with the Relationship Documents and the relevant terms of the Accessed Services as agreed between the Customer and HSBC from time to time.

4.3 Information regarding the maximum system suspension time of E-Channel (including the maximum duration per system suspension event and per year), except for system suspensions due to Force Majeure Events or cases of system maintenance and upgrade as notified to the Customer, will be updated on https://www.business.hsbc.com.vn from time to time.

4.4 With respect to transactions initiated via E-Channels and authenticated by PGP (Pretty Good Privacy) authentication, the Bank and the Customer each acknowledge the

authenticity, integrity and non-repudiation of transaction files and/or transactions authenticated by PGP authentication.

For the purposes of this Clause:

"**Accessed Services**" means any account, product and / or service (including without limitation a product or service related to an account) that is accessed or used through the E-Channel Profile. Accessed Services may be subject to separate terms and conditions.

"**E-Channel**" means the relevant digital banking system that the Group provides for access and use (e.g. HSBCnet), and any ancillary services and technical tools.

"**E-Channels Letter of Authority**" means the letter where the recipient of the Accessed Services authorises information and instructions to be sent and received and actions to be taken on its behalf within the E-Channel Profile.

"E-Channel Profile" is a Service and means the E-Channel to the extent that it is configured for and provided to a customer by HSBC or a member of the Group.

"**HSBCnet**" means the E-Channel that is the Group's internet banking platform accessed via the portal at www.hsbcnet.com or any other access point or means including, without limitation, the HSBCnet mobile banking app.

5. MISCELLANEOUS

5.1 SURVIVAL UPON TERMINATION

Clauses 1 to 3 and 5 of these Terms shall survive the termination of these Terms, any termination by HSBC or a member of the HSBC Group of the provision of any Services to you or the closure of your accounts.

5.2 VARIATION

HSBC may make amendments to these Terms which will become effective on 30 days notice to you. Any such notice may be given to you in writing or by publishing such amendments on our website at www.hsbc.com.vn. However, we may, in exceptional circumstances, make amendments to these Terms at any time in order to comply with any law or regulation, which will become effective immediately on notice to you.

5.3 ASSIGNMENT

The obligations under these Terms bind you and your respective successors, permitted assigns and personal representatives as applicable. You may not novate or assign any of your rights and/or obligations under these Terms without our prior written consent.

5.4 NOTICE

In proving service or delivery of a relevant notice to you under these Terms, it shall be sufficient for HSBC to prove that it was correctly addressed and was posted or, where it was delivered otherwise than by post, that it was delivered to the correct address or, where

it was sent by fax or telex or other means of telecommunication, that it was transmitted to the correct number or electronic mail address as last notified to HSBC.

You confirm that, for this purpose, you have regular access to the internet and consent to HSBC providing you with information by posting such information on HSBC's website at www.hsbc.com.vn.

5.5 RIGHTS AND REMEDIES

The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

5.6 WAIVER

In the event that any party fails, or delays, to exercise a right under these Terms, that party may still exercise that right later. Any waiver of any right shall be in writing and limited to the specific circumstances.

5.7 SEVERABILITY

Each provision of these Terms is severable and if any provision is or becomes illegal, invalid or unenforceable in any jurisdiction, that provision is severed only in that particular jurisdiction. All other provisions shall continue to have effect.

5.8 FURTHER ASSURANCES

You shall from time to time execute such documents and perform such acts and things as we may reasonably require to give full effect to the provisions of these Terms.

6. GOVERNING LAW AND JURISDICTION

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by the law of Vietnam and the parties submit to the exclusive jurisdiction of the courts of Vietnam.

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CUSTOMER ACCEPTANCE

To the maximum extent permitted at law, these Terms shall be deemed to have been accepted and are binding on you if you subscribe for or continue to use any of the Services or continue to maintain a contractual relationship with HSBC or a member of the HSBC Group after a period of 30 days from the date on which these Terms are posted or delivered to you.

We kindly request that you sign these Terms where indicated below and return a signed copy to below address:

HSBC Bank (Vietnam) Ltd.
The Metropolitan, 235 Dong Khoi Street, Sai Gon Ward, Ho Chi Minh City, Viet Nam.

You hereby consent to, accept and acknowledge these Terms of Business by signing below. These Terms shall become effective upon the date of your execution, recorded below.

(Please sign and affix your company stamp)

Full Name: _____
Title: _____
Date: _____

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DEFINITIONS SCHEDULE

"Authorities" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents, with jurisdiction over any part of the HSBC Group.

"Compliance Obligations" means obligations of the HSBC Group to comply with: (a) Laws, or international guidance and internal policies or procedures, (b) any demand and/or requests from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring HSBC to verify the identity of our Customers.

"Connected Person" means a person or entity whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group in connection with the provision of the Services. **Connected Person** may include, but is not limited to, any guarantor or third party security provider, member, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or investor of a fund, beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, your agent or nominee, or your principal where you are acting on another's behalf, or any other persons or entities with whom you have a relationship that is relevant to your banking or other service relationship with the HSBC Group.

"controlling persons" means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).

"Customer Information" means all or any of the following items relating to you or a Connected Person, where applicable: (i) Personal Data, (ii) information about you, your accounts, transactions, use of our products and services and your relationship with the HSBC Group and/or (iii) Tax Information.

"Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or acts or attempts to circumvent or violate any Laws relating to these matters.

"HSBC Group" means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and **"member of the HSBC Group"** has the same meaning.

"Laws" means any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

"Loss" means any claim, charge, cost (including, but not limited to, any legal or other professional cost), damages, debt, expense, tax, liability, obligation, allegation, suit, action,

demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

"**Personal Data**" means any information relating to an individual from which they can be identified.

"**Personal Data Legislation**" means all data protection, privacy and other laws to the same or similar purpose in all relevant jurisdictions applicable to you and/or us.

"Services" includes, without limitation, (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of HSBC's overall relationship with you, including promoting financial services or related products to you, market research, insurance, audit and administrative purposes.

"substantial owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

"Tax Authorities" means domestic or foreign tax, revenue, fiscal or monetary authorities.

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm your tax status or that of a Connected Person.

"Tax Information" means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to your tax status and the tax status of any owner, "controlling person", "substantial owner" or beneficial owner **"Tax Information"** includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data.

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APPENDIX 1

USE OF CUSTOMER INFORMATION

The purposes for which Customer Information may be used are as follows:

(1) considering applications for, or review to continue the, Services;
(2) approving, managing, administering or effecting Services or any transaction that you request or authorise;
(3) meeting Compliance Obligations;
(4) conducting Financial Crime Risk Management Activity;
(5) collecting any amounts due from you and from those providing guarantee or security for your obligations;
(6) conducting credit checks and obtaining or providing credit references;
(7) enforcing or defending a member of the HSBC Group's or our rights;
(8) meeting our internal operational requirements or that of the HSBC Group (including without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
(9) creating and maintaining our credit and risk related models;
(10) reviewing your ongoing credit worthiness and of those providing guarantee or security for your obligations;
(11) marketing, designing, improving or promoting Services or related products to you (and to Connected Persons to the extent permissible by Laws) and conducting market research;
(12) determining the amount of indebtedness owed to or by you and by those providing guarantee or security for your obligations;
(13) complying with any obligations, requirements or arrangements that we or any of our branches or any member of the HSBC Group is expected to comply according to:
    (i) any Laws or Compliance Obligations;
    (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
    (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
    (iv) any agreement or treaty between Authorities;
(14) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
(15) meeting any obligations, demand or request from Authorities;
(16) enabling our actual or proposed assignee, or participant or sub-participant of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
(17) maintaining HSBC Group's or our overall relationship with the you; and
(18) any purposes relating or incidental to any of the above.

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