

**FRAMEWORK AGREEMENT ON TERM DEPOSIT BETWEEN INDIVIDUAL
CUSTOMER AND BAOVIET BANK****(Hereinafter referred to as FRAMEWORK AGREEMENT)****(Applied from 01/06/2021)****Article 1. Definitions**

1. BAOVIET Bank: Bao Viet Joint Stock Commercial Bank
2. CA: Current Account
3. Term Deposit (TD): Is the amount of money deposited by the Customer at BAOVIET Bank within a certain period of time as agreed upon between the Customer and BAOVIET Bank with the principle of full repayment of principal and interest to the Customer.
4. Customer: Is Individual depositor according to BAOVIET Bank's regulations and laws.
5. Term Deposit Contract (TDC): Is the written agreement between the Customer and BAOVIET Bank on borrowing and placing TD of the Customer at BAOVIET Bank and other provisions related to the TD.
6. Framework Agreement: Is this Agreement which specifies General terms and conditions on transactions related to TD.
7. Identification document: Is the document to prove the identity of the Customer, including:
 - 7.1. For Vietnamese citizen, it is Identity Card (ID Card) or Citizen Identification Card (CIC) or valid Passport or Birth Certificate of the individual under 14 years old.
 - 7.2. For foreign individual, it is unexpired visas or other documents defining valid period of residence in Vietnam, issued by a competent Vietnamese agency.
8. Tenor: Is the period of time from the date when the Customer starts depositing money into BAOVIET Bank to the date BAOVIET Bank pays off the principal and interest of the TD under the agreement with the Customer.
9. Value date: Is the date on which the Customer starts placing the TD at BAOVIET Bank, according to signed TDC.
10. Maturity date: Is the date on which the tenor of the TD ends, according to signed TDC.
 - 10.1. The maturity date shall have the same day as of the value date whereas its month is calculated by added the tenor registered by the Customer to the month of the value date or shall be the 8th, 15th, 23rd day from the value date corresponding to the tenor of 1 week, 2 weeks, 3 weeks.
 - 10.2. In case the month element of the maturity date is different from the month element of the value date, the day element of the maturity date shall be the immediate previous working day of BAOVIET Bank for deposit tenor of 1 month or more.
 - 10.3. In case the maturity date coincides with an off-day or a holiday as prescribed by laws

and regulations of BAOVIET Bank, the maturity date shall be the immediate next working day of BAOVIET Bank.

11. Interest: The amount that BAOVIET Bank must pay the Customer based on the actual balance maintained day-by-day on the Customer's Term Deposit opened at BAOVIET Bank.
12. Interest paid on value date: The interest is paid once on the value date.
13. Interest paid on maturity date: The interest is paid once on the maturity date.
14. Interest paid periodically: The interest is paid more than once, periodically, during the deposit term. Customer selects interest on a monthly or quarterly basis in accordance by BAOVIET Bank's regulations. The interest shall be paid on the same day of value date of every month or quarter in between value date and maturity date.
15. Damaged TD contract: Is the deposit contract which is modified, torn, patched, erased, crumpled or so impaired that BAOVIET Bank cannot identify accurately any of the information on the TD Contract in accordance with the provisions of BAOVIET Bank.
16. Defective current account: Is the CA for receiving principal and/or interest of the Customer's TD at BAOVIET Bank which is blocked, closed or temporarily locked.

Article 2. Principles for transaction of TD

1. The Customer shall only be permitted to make a TD and receive payment thereof via Customer's own CA. The Customer is not allowed to pay or receive cash to perform transaction of TD. In case of applying the Customer's CA at another credit institution, the Customer ensures that it is valid, correct and belong to Customer. The Customer shall take full responsibility for providing the information of the Customer's CA at other credit institutions, and at the same time providing BAOVIET Bank with proof of the Customer's CA at other credit institutions if requested by the Bank.
2. Deposit tenor is according to the agreement between BAOVIET Bank and the Customer. For the foreign resident and non-resident, who is allowed to reside in Vietnam for a period more than 6 (six) months, the deposit tenor shall not exceed the remaining validity period of the Customer's Identification Document in Section 7.2, Clause 7, Article 1 of this Framework Agreement.
3. Currency for payment of principal, interest and currency of TD is the same.
4. On the maturity date, if the customer wants to change the TD, the customer shall comply at the branch where the TD is placed.

Article 3. Interest rate and method of interest calculation

1. Interest rate: The interest rate is applied throughout the deposit period and quoted at annual percentage rate (annual interest rate) on the basis of a 365-day year. The interest rate is determined at the time the Customer opens the TD or when the TD is renewed with a new deposit tenor at the maturity date according to the prevailing interest rate then published by BAOVIET Bank.

2. Interest Period: is the whole period from the value date to the end of the day immediately prior to the maturity date (inclusive of the first day, exclusive of the last day) or as prescribed by BAOVIET Bank from time to time. The interest calculation shall be made based on the actual balance within the period.

3. Interest calculation

$$\text{Interest} = \frac{\sum (\text{Actual balance} \times \text{No. of days with unchanged actual balance} \times \text{interest rate})}{365}$$

Article 4. Premature withdrawal of TD

1. In case of premature withdrawal, the Customer shall withdraw full amount of the principal of the TD and notify at least 01 (one) business day in advance to BAOVIET Bank via (i) the branch where the TD is placed or (ii) Email or (iii) Fax (Email and Fax are registered on Clause 2 Article 2 of TDC between the customer and BAOVIET Bank). BAOVIET Bank has the right to refuse the request for premature settlement if the Customer does not comply with the regulations on noticing time.
2. Non-term interest rate shall be applied following the deposit interest rate schedule of individual customer published by BAOVIET Bank at the time of premature settlement for the deposit amount based on the actual number of days from the time of depositing or latest renewal until the time of premature settlement.
3. TD paid on value date or TD paid periodically: The customer must repay to BAOVIET Bank all of received interest and agrees that BAOVIET Bank automatically deduct this interest from the principal of TD at the time of premature settlement.
4. Payment method: Principal and interest shall be transferred to Customer's CA at BAOVIET Bank or other credit institution designated by the Customer at the time of premature settlement.
5. In case the foreign resident and non-resident is allowed to reside in Vietnam for a period more than 6 (six) months and the TD is renewed for another tenor, BAOVIET Bank has the right to unilaterally terminate TDC and pay the deposit before maturity date without any liability if the deposit tenor exceeds the remaining validity period of the Customer's Identification Document in Clause 2 Article 2 of This Framework Agreement. In this case, non-term interest rate shall be applied following Clause 2 Article 4 of This Framework Agreement.

Article 5. Authorization for TD transactions

1. Customer uses the authorization form of BAOVIET Bank or the authorization form certified by competent State agencies to authorize other one as Agent/Grantee about withdrawing TD as prescribed by BAOVIET Bank and laws at any of BAOVIET Bank's transaction offices.
2. The Agent/Grantee shall not be entitled to re-grant.

Article 6. Transferring ownership of TD Contract

1. The Customer may transfer the ownership of TD at the branch where the TD is opened.
2. The ownership of the TD contracts may be transferred in the form of donation or other forms as prescribed by BAOVIET Bank and law. In case the TD is blocked in accordance with the provisions of BAOVIET Bank or other provisions of law on restriction of ownership transfer, the Customer shall not be allowed to transfer the ownership.
3. Customer may only transfer the ownership of the whole TD, not part of its.
4. Transfer of ownership of TD Contract shall take effect immediately after completing all procedures as prescribed in BAOVIET Bank.

Article 7. Blockade and release of TD

1. Blockage of TD at any of BAOVIET Bank counters:

BAOVIET Bank shall block a part or the whole of the Customer's TD account in the following cases:

- 1.1 Upon written request of the Customer.
- 1.2 There is a written request from a competent authority in accordance with the law.
- 1.3 BAOVIET Bank detects signs of fraud, violation of law related to transactions of TD.
- 1.4 When Customer uses TD as collateral for his/her obligations at BAOVIET Bank or at other credit institutions in accordance with applicable laws.
- 1.5 When Customer applies for Confirmation of TD balance at BAOVIET Bank, BAOVIET Bank shall block the TD on the date of balance confirmation.
- 1.6 When Customer reports the loss/damage of TD contract.
- 1.7 When there is an agreement between the Customer and BAOVIET Bank.
- 1.8 Other cases as prescribed by law and BAOVIET Bank.

Immediately after the blockade of a TD account, BAOVIET Bank shall notify in writing the Customer of the reasons and blocked amount.

2. Unblocking of TD

BAOVIET Bank shall unblock the TD account upon the following conditions:

- 2.1 Upon Customer's written request in case the blockade is applied by Customer.
- 2.2 Upon a written request of the competent authority to unblock the TD account in case the blockade is implemented at the request of a competent authority.
- 2.3 After BAOVIET Bank verifies that the TD transaction has no fraud, law violations in case the blockade is implemented due to the fact that BAOVIET Bank or the Customer detects signs of fraud or law violations related to the TD transaction.
- 2.4 BAOVIET Bank receives the written confirmation from the collateral taker that the Customer has fulfilled its obligations related to the collateral of TD for such civil obligations in case the blockade is implemented at the request of BAOVIET Bank or

credit institutions when the Customer uses the TD as collateral for his/her obligations.

- 2.5 On the next day after the balance confirmation time in case Customer applies Confirmation of TD balance at BAOVIET Bank.
- 2.6 When the Customer completes the noticing procedures of the lost and found TD Contract at BAOVIET Bank in case the blockade is implemented by BAOVIET Bank since the Customer reports the TD Contract lost/damaged.
- 2.7 At the end of the blockade period, BAOVIET Bank shall unblock the TD account upon the completion of the agreed jobs between BAOVIET Bank and the Customer in case the blockade is implemented under agreement between the Customer and BAOVIET Bank.
- 2.8 Other cases shall be implemented as prescribed by law and BAOVIET Bank.

Immediately after termination of blockade of a TD account, BAOVIET Bank shall notify in writing the Customer of the unblocking of TD account.

Article 8. Confirmation of deposit balances

Customers may apply for the confirmation of deposit balances at BAOVIET Bank.

Article 9. Use of TD as collateral

The Customers may use TD as collateral at BAOVIET Bank or other organizations in accordance with the provisions of BAOVIET Bank from time to time and applicable laws.

Article 10. Loss/damage of TD contract

1. When finding out that the TD contract is lost, damaged, the Customer shall make a notice of lost/damaged TD contract according to the form of BAOVIET Bank and send it to BAOVIET Bank.
2. The blockade of TD account shall take effect within 01 (one) hour since BAOVIET Bank receives the Notice of loss/damage of TD Contract. BAOVIET Bank shall not be responsible for damages incurred during the period when the blockade of TD account has not been effective.
3. The Customer can only terminate the loss/damage of TD Contract after finishing the noticing procedures of lost/damaged TD Contract in accordance with regulations of BAOVIET Bank and after full 07 (seven) working days since Customer completes the noticing procedures of lost/damaged TD Contract. After the settlement, the Customer shall take full responsibility in accordance with law for any dispute or complaint.
4. After the deposit contract is notified to be lost without being settled yet, if the Customer finds out the TD contract, the Customer shall make notice of lost and found deposit contract as per the form of BAO VIET Bank and send to BAO VIET Bank.

Article 11. Defective CA and amendment

1. Customer makes Application for amendment as per form of BAO VIET Bank and send to BAO VIET Bank at least 01 (one) business day to amend the CA for receipt of principal

and/or interest before BAOVIET Bank makes payment of principal and/or interest of TD to Customer.

2. In case the Customer does not amend the defective CA:
 - 2.1. In case of CA opened at BAO VIET Bank:

BAOVIET Bank shall hold the principal and interest, and this amount shall not be eligible for interest until Customer completes necessary procedures to receive this amount at BAOVIET Bank.
 - 2.2. In case of CA opened at other credit institution:
 - In case BAOVIET Bank makes payment of principal and/or interest into CA at other credit institution and other credit institution refunds the amount to BAOVIET Bank: BAOVIET Bank shall hold the amount refunded and this amount shall not be eligible for interest until Customer completes necessary procedures to receive this amount at BAOVIET Bank.
 - In case BAOVIET Bank makes payment of principal and/or interest into CA at other credit institution but the Customer's CA has not received this amount (not due to the fault of BAOVIET Bank: Customer completes procedures of inquiries and investigations at BAOVIET Bank (if any).

Article 12. TD transaction inquiry and complaint

1. Customer makes inquiries or complaints about TD transaction at the branch where the transaction is made.
2. The Customer is entitled to make inquiries or complaints about a TD transaction within 30 days from the date of the related transaction.
3. Time for processing inquiries or complaints: According to the provisions of BAOVIET Bank from time to time and in accordance with applicable laws.

Article 13. Rights and obligations of the Customer

1. To be advised and provided with all information related to the TD transactions according to the regulations of BAOVIET Bank and to be fully paid principal and interest by BAOVIET Bank as agreed with BAOVIET Bank.
2. To be compensated for direct material damage caused by BAOVIET Bank's fault for Customer's TD in accordance with the law.
3. Immediately notify BAOVIET Bank when there is any change of information related to the TD (identity documents, ownership rights, capacity for civil act ...).
4. To pay fees and expenses related to TD transactions according to the provisions of BAOVIET Bank from time to time.
5. To ensure sufficient balance on the CA at BAOVIET Bank or to transfer to BAOVIET Bank the deposit amount on the value date to implement the TDC as agreed with BAOVIET Bank. In the event that the Customer's CA at BAOVIET Bank does not have

sufficient balance or the Customer fails to transfer the full deposit amount on the value date, this Contract shall automatically be invalid.

6. To be solely responsible for preserving the TDC and keeping the confidential information related to TDC, which is signed at BAOVIET Bank.
7. To be solely responsible for the authenticity, legality and completion and accuracy of relevant information provided when implementing TD transactions at BAOVIET Bank and to be liable for damages due to his/her fault related to TD transaction.
8. To fulfill the obligation to notify BAOVIET Bank in accordance with regulations in one of the following cases: the demand for premature settlement of TD, the loss/damage of deposit contract, amendment of Customer information/TD transactions, ...
9. To be responsible for the legality of the source of money used for TD; it is prohibited to use TD for money laundering, terrorist financing, frauds or other law-breaking acts.
10. To be responsible for updating information of Framework Agreement (if any) at BAOVIET Bank's transaction offices and website from time to time.
11. Other rights and obligations as provided for by law; Comply with the contents of this Framework Agreement and other agreements committed with BAOVIET Bank.

Article 14. Obligations and rights of BAOVIET Bank

1. To be entitled to request the Customer to provide all necessary information to identify the Customer in accordance with the law and BAOVIET Bank on prevention of money laundering and terrorism financing and to be entitled to receive the TD under the agreement with the Customer, except if the Customer fails to comply with the provisions of BAOVIET Bank and the law.
2. To be exempted from liability when providing information related to the Customer in accordance with the law or under the agreement between BAOVIET Bank and the Customer and to be exempted from liability for damages (if any) caused by Customer's failure to fulfill obligations of notification and/or other commitments as agreed by Customer.
3. To be entitled to refuse payment of TD if the Customer is in dispute, complaint or claim about the TD.
4. To strictly comply with agreements committed with the Customer and fully pay the principal and interest of the TD to the Customer at maturity.
5. To ensure the confidentiality of Customer information and information related to the TD according to the provisions of law.
6. To be liable for and indemnify those damages to Customer's TD due to its fault (if any).
7. To publicly publish the TDC sample, the Framework Agreement on TD at BAOVIET Bank's counters and on the website of BAOVIET Bank.
8. Other rights and obligations as provided for by law; Comply with the contents of this Framework Agreement and other agreements committed with the Customer.

Article 15. Amending the Term and Conditions of Framework Agreement

BAOVIET Bank may unilaterally amend this Framework Agreement at any time. These amendments shall take effect from the date when BAOVIET Bank announces at transaction offices and website from time to time. If the TD is renewed after this time, Customer agrees and complies with the amendments of BAOVIET Bank.

Article 16. Dispute resolution

1. The T&C of this Framework Agreement are governed and explained in accordance with the laws of Vietnam.
2. All disputes arising out of or in relation to this Agreement shall be first settled by negotiation between Customer and BAOVIET Bank. In case the negotiation fails, the dispute shall be finally settled by competent court(s) in Viet Nam.

Article 17. Implementation provision

Customer has read, understood, agreed and accepted to comply with this Framework Agreement. For those issues not mentioned in the Framework Agreement, the Parties agree to comply with the TD contract and Vietnamese's laws, instructions of competent Vietnamese agency.