

VIETNAM LOCAL ADDENDUM

This document comprises a 'Local Addendum' as referred to and defined in the OCBC Business Account Terms and Conditions ("**Terms**"). It contains local-specific terms and conditions on which the Bank provides the Customer with Account(s) and/or Product(s) in Vietnam.

Unless otherwise defined in this Local Addendum, capitalised terms used in this Local Addendum shall have the meanings given to them in the Terms.

This Local Addendum supplements the Terms. Any conflict or inconsistency between this Local Addendum and the Terms shall be resolved by reference to Clause 15.4 of Section A of the Terms.

1. ACCOUNT OPENING AND CLOSING

- 1.1 Prior to the opening of the Account, the Customer is required to provide the Bank with accurate, complete, and acceptable identification, information and references and to complete and sign such forms and specimen signature cards as may be prescribed by the Bank from time to time in accordance with the relevant laws and regulations. The Bank shall notify the Customer on any unsuccessful application for any Account.
- 1.2 The Bank shall be entitled to prescribe at any time and from time to time at its sole discretion:
- (a) minimum and maximum amount(s) or balance(s) in respect of the opening, operation, and closing of Accounts;
 - (b) the Foreign Currency(ies) in which a Foreign Currency Account may be denominated and the method of payment;
 - (c) the available period(s) in the case of Time Deposits;
 - (d) different account numbers to each Account; and
 - (e) change and/or assign Transaction Limit from time to time, by written notification to the Customer or posting on the Bank's website.
- 1.3 The Bank reserves the right at any time to set, vary, or cancel limits for any Accounts, transactions, services, and products that may be carried out through the Products, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability periods.
- 1.4 The Bank shall notify the Customer when there is any amendment, update, withdrawal or modification to the Accounts, Products, and/or features thereof.
- 1.5 In the case of any Account(s) opened in the name of a company, evidence acceptable to the Bank with respect to any modification of any authorisation given to any Authorised User of the Customer shall include, without limitation: (i) a resolution/decision of the Customer's board of directors; (ii) a resolution/decision of the Customer's members' council; (iii) a resolution/decision of the Customer's general meeting of shareholders; or (iv) any other document promulgated by the Customer's competent apparatus effecting such modification, where applicable. No such modification shall take effect until the Bank has accepted and approved the Customer's written notice thereof, and effected the change in its records.
- 1.6 Notwithstanding anything to the contrary, upon the occurrence of the Bank terminating and/or suspending the Account(s) of the Customer due to:
- (a) the balance in such Account falling below the prescribed minimum and the Account remaining inactive or dormant for such period of time as determined by the Bank from

time to time in its sole and absolute discretion, the Bank shall provide a 5-day prior written notice to the Customer of such termination and/or suspension;

- (b) the individual Customer's death or official declaration as dead or missing, the Bank shall provide a written notice to the Customer, his/her guardian or legal inheritor, within five (5) days of such termination and/or suspension.

2. CUSTOMER INSTRUCTIONS

- 2.1 All Instructions in respect of an Account must be given by or on behalf of the Customer strictly in accordance with the authorisations or mandates for the time being in effect in respect of such Account. All such Instructions shall be in writing or in such other mode(s) and/or method(s) agreed by the Bank from time to time.
- 2.2 The Bank may rely on the authority of the Customer and each Authorised User to operate and access the relevant Account(s) and/or Products and issue Instructions relating thereto and the Customer agrees that the specimen signatures and signing powers of the Customer or, where applicable, its Authorised Users, communicated to the Bank in writing shall remain in effect until such time as the Bank receives written revocation of the same from the Customer. The Bank shall not be obliged to act on any Instructions where the Instructions are not in writing and signed in accordance with specimen signatures and authorisations received by the Bank.
- 2.3 The Bank shall reserve the right to refuse the payment order of the Customer or its authorised representatives in the following cases:
 - (a) the Customer fails to fully perform requirements of payment procedure, payment order is invalid, or not compatible to registered details in the account opening documents, or not conformable to any agreement between the Customer and the Bank;
 - (b) the balance on the Account is insufficient or in excess of the overdraft limit for performance of payment orders;
 - (c) upon receipt of a written request from a competent authority or having appropriate evidence showing that the payment order is for the purpose of money laundering, terrorism financing as stipulated by law on anti-money laundering; or
 - (d) the Account is temporarily locked, blockaded, is not sufficient (except for the case of overdraft) or is in excess of the overdraft limit for the performance of the payment orders.

3. DEPOSITS

- 3.1 Subject to Vietnamese law providing to the contrary, the Bank may at any time without notice to the Customer and at its sole discretion and without liability or disclosing or assigning any reason to the Customer refuse any deposit or limit the amount which may be deposited and return all or any part of an amount tendered to the Bank for deposit. The Bank shall set (at its absolute discretion) the minimum amount required to open an account (such minimum amount shall vary from time to time at the Bank's absolute discretion).
- 3.2 Receipts for deposits will be validated by the Bank's machine stamp, computer terminal or by any of the Bank's officers. The Bank's verification and count shall be final and conclusive.

4. COLLECTION

- 4.1 Any transfer whether telegraphic or via negotiable instrument accepted for deposit may not be withdrawn until such proceeds have been received by the Bank. Where such transfer is

invalidated for whatever reason, the Customer's Account will be debited immediately and the Bank shall reverse any interest which has been calculated or credited in respect of such items.

- 4.2 The Customer shall follow the Bank's instructions on setting payment orders, using payment instructions, performing payment transactions via accounts, using, rotating, archiving receipts for the purpose of ensuring security methods in payment, account balance security, and confidentiality of transactions and information in relation to the Account in compliance with Applicable Laws.

5. WITHDRAWALS

Subject to Vietnamese law providing to the contrary, withdrawal of any or all amounts placed in Foreign Currency is subject to availability of funds and must comply with the laws of the Socialist Republic of Vietnam. Payments of the amounts to be withdrawn will, unless otherwise agreed to by the Bank, be made by the Bank by way of telegraphic transfer in the currency in which the deposit was made.

6. CHARGES AND COMMISSIONS

A charge at the amount stated in the Bank's Pricing Guide will be levied if the Customer fails to maintain the minimum balance required for the Account(s) or if the Account(s) remain inactive for such duration as the Bank may prescribe from time to time. Charges at the amount stated in the Bank's Pricing Guide may also be levied if the Customer closes any Account(s) within such time period as the Bank may prescribe from time to time.

7. TEMPORARY LOCK AND FREEZING OF ACCOUNTS

Temporary lock of Account(s)

- 7.1 The Bank shall temporarily lock the entire or a part of the amount on the Account of the Customer (temporarily stopping its operation) upon the availability of a written request by the Customer or its authorised representative or as per a prior written agreement between the Customer and the Bank, except for the case as stipulated in Clause 7.2 below or where the laws of the Socialist Republic of Vietnam provide to the contrary.
- 7.2 The Bank shall reserve the right to refuse the Customer's request for a temporary lock of the Account provided that the Customer has not fulfilled its payment obligations under an enforcement decision of a competent authority or has not fully paid the payables to the Bank.
- 7.3 The termination of a temporary lock of the Account and handling of outward and inward payment orders during the period of temporary lock shall be implemented as per the request of the Customer or its authorised representative, or as per written agreement between the Customer and the Bank.

Freezing of Account(s)

- 7.4 The Bank may freeze in whole or in part any Account in any of the following cases:
- (a) upon a written request from competent authorities in accordance with Applicable Laws;
 - (b) where:
 - (i) an error or mistake in crediting to the Account is found; or
 - (ii) receipt by the Bank of a request for refund of money by a remitting bank in relation to a mistakenly credited amount,

if the blocked balance of the Account does not exceed the wrongly or mistakenly (as the case may be) credited amount;

- (c) a written notice of dispute is given by any Joint Account holder in relation to a Joint Account; and/or
- (d) in any other case stipulated by Vietnamese law as giving rise to the Bank's right to freeze in whole or in part any Account.

7.5 After freezing the Account, the Bank shall notify the Customer of the reason and extent of the freezing. The frozen amount shall be secured and controlled strictly by the extent of the freezing. In the event the Account is frozen partially, the non-frozen balance may be used by the Customer subject to any restriction(s) that the Bank may specify to the Customer in relation thereto.

7.6 The Bank shall cease the freezing of the Account in any of the following cases:

- (a) expiry of the freezing period;
- (b) by written instructions of a competent authority on the cessation of the Account freezing;
- (c) any error or mistake of remittance has been remedied to the satisfaction of the Bank;
- (d) a written notice is made by all Joint Account holders informing the Bank that the dispute between them in relation to the Joint Account has been resolved; and/or
- (e) in any other case stipulated by Vietnamese law as obliging the Bank to cease the freezing of the Account.

7.7 In addition to the above, the Bank shall temporarily lock or freeze the entire or a part of the amount on the Customer's Account upon detection of mistakes or abnormal differences between the Customer's identity (KYC) information and the biometric factors during the online use of the Account (if any).

8. SET-OFF

In the case of Joint Account(s), the Bank may set-off the Liabilities of any joint account holder to the Bank on any Account(s) whether as borrower, surety, or otherwise against the credit balance in the Joint Account(s). Where the said sums have been incurred by only one or some but not all of the Joint Account holders, the Bank's rights shall also extend to credit balances to which all the Joint Account holders are singly or jointly entitled. In the case of any inconsistency between this Agreement and the agreement of the Joint Account holders on the management and use of the Joint Account submitted to the Bank, this Agreement shall prevail.

9. PROCESSING OF REQUESTS AND COMPLAINTS IN USE OF THE ACCOUNT

9.1 The Bank shall only receive requests and complaints from the Customer during the use of the Account, within 60 days from the occurrence of the transaction(s) relevant to the request or complaint, via any of the following methods:

- (a) telephone exchange (with recording). In this case, the Customer shall additionally provide written requests or complaints using the form issued by the Bank within the given period of time, which serves as the official basis for such request or complaint; or

- (b) direct submission to the Bank of written requests or complaints using the form issued by the Bank.

Time limit for processing of requests and complaints

- 9.2 Within 30 working days from the date of receipt of the initial request or complaint from the Customer according to one of the methods as listed above in Clause 9.1, the Bank shall initiate the process of such request or complaint of the Customer. In case the Bank fails to determine reasons or defaulting party before the time limit for the said process expires, the Bank shall, within the succeeding 15 working days, agree with the Customer on the solution for processing such request or complaint.
- 9.3 For damages incurred not by the Customer's fault, within 5 working days from the notification of results of requests and complaints processing, the Bank shall reimburse the Customer in accordance with mutual agreement and Applicable Laws.
- 9.4 In the case where the Bank, the Customer, and the relevant parties fail to reach an agreement and/or disagree with the process of request or complaint, the dispute shall be settled in accordance with Applicable Laws.

10. COMMUNICATIONS

The Bank shall notify the Customer of the remaining balance of the Account, transactions conducted in the Account, Transaction Limit from time to time, the Account's temporary lock or freezing, and other necessary information during the use of the Account.

11. BUSINESS HOURS

The business hours of the Bank may be changed by the Bank from time to time in accordance with its business requirements. A poster or notice posted in the Bank's hall or given by such other means as the Bank considers appropriate shall constitute a sufficient written notice to the Customer of such change provided that no such notice shall be required in case of typhoon or rainstorm warning or other circumstances beyond the control of the Bank.

12. RETENTION OF ACCOUNT DOCUMENTS

- 12.1 The Bank shall be entitled to retain all documents or information contained in whatever format relating to the Account and/or the Customer for such period as prescribed by Applicable Laws.
- 12.2 Without prejudice to the Bank's rules relating to its handling of cheques and subject to Applicable Laws, the Bank may, at its absolute discretion and at any time, destroy or dispose of all documents relating to the Account after they have been processed and electronically imaged in such manner as the Bank thinks fit. Copies may be supplied by the Bank at its sole discretion to the Customer on request and upon payment of a reasonable charge.

13. FACTA POLICY

The Bank's Foreign Account Tax Compliance Act (FACTA) Policy (the "**FACTA Policy**") forms part of the terms and conditions governing the Customer's relationship with the Bank established under this Agreement. The FACTA Policy shall be binding on the Customer and the Customer agrees to comply with and adhere to the FACTA Policy, which is accessible at www.ocbc.com/policies or available on request. This Agreement is subject to the FACTA Policy. Should there be any conflict or inconsistency between any of the contents of the FACTA Policy and this Agreement, the contents of the FACTA Policy shall prevail.

14. DATA PROTECTION

- 14.1 Where personal data relating to the Customer is or will be collected, used, processed or disclosed by the OCBC Group and/or their respective business partners and agents

(collectively, the "**OCBC Representatives**"), the Customer consents (and undertakes that the Customer has notified and obtained all necessary consents from any relevant Individuals to agree and give their consents) to the OCBC Group, and the OCBC Representatives collecting, using, disclosing and/or processing the Customer's personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide the Products to the Customer.

- 14.2 Where personal data relating to any of the Individuals (as defined herein) is or will be collected, used, processed or disclosed by the OCBC Group and/or the OCBC Representatives, the Customer hereby confirms and represents to the OCBC Group and the OCBC Representatives that with respect to any personal data of individuals ("**Individuals**") disclosed to the OCBC Group and/or the OCBC Representatives in connection with the provision of the Accounts and/or Products to the Customer or at the request of, or by or through the Customer from time to time, the Individuals to whom the personal data relates have, prior to such disclosure or processing, agreed and consented to such disclosure or processing by the Customer, and the collection (including by way of recorded voice calls), use, processing and disclosure of their personal data by the OCBC Group and the OCBC Representatives for purposes reasonably required by them to enable them to provide the Accounts and/or Products to the Customer.
- 14.3 Such purposes are set out in a Data Protection Policy, which is accessible at <https://www.ocbc.com/business-banking/bank-policies> (OCBC Bank Data Protection Policy) and <https://www.ocbc.com/business-banking/international.page> (Vietnam Data Protection Annex) or available on request and which the Customer confirms that each of the Customer and the Individuals have or will have read and consented to.

15. DATA TRANSFER

- 15.1 For the purposes of the receipt and/or disclosure of any transactional-related data ("**Transactional Data**") from and/or to any service/solutions provider ("**Solutions Provider**") as authorised by the Customer, the Customer agrees (and undertakes that the Customer has notified and obtained all necessary consents from any relevant Individuals to agree and give their consents):
- (a) to the extent necessary for the Bank to carry out the Customer's instructions, to waive and relieve the Bank of any obligations which the Bank may have in relation to privacy of customer information and/or confidentiality, and any consequences thereof, whether pursuant to any agreement between the Bank and the Customer and/or any other applicable laws;
 - (b) the Bank shall provide/receive the Transactional Data to/from the Solutions Provider by any mode of transmission that the Bank deems fit in its sole and absolute discretion, and shall provide/receive such Transactional Data in such frequency, manner and form as the Solutions Provider requests and as the Bank is able to provide, and the Customer acknowledges that such transmission/receipt may be subject to interruption, delay or breakdown for a variety of reasons; and
 - (c) the Bank shall be permitted to inform the Solutions Provider of the Customer's instructions to the Bank pursuant to the data transfer.
- 15.2 The Customer agrees and acknowledges (and undertakes that the Customer has notified and obtained all necessary consents from any relevant Individuals to agree and give their consents) that upon the Bank's transmission/receipt of the data that is transmitted to/from the Solutions Provider ("**Transmitted Data**"):
- (a) the Solutions Provider/Bank may further transfer the Transmitted Data to its service providers, such as data storage and hosting providers, which may be located overseas, and to this extent, the Customer agrees that the Transmitted Data may be routed

through, and stored on, servers located overseas, regardless of whether such servers are operated by the Solutions Provider/Bank or its respective service providers;

(b) the Bank shall not be responsible or liable to the Customer in relation to the Transmitted Data so transmitted, including but not limited to:

- (i) the Solutions Provider's and/or the Bank's collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data;
- (ii) any error, incompleteness or inaccuracy of any Transmitted Data;
- (iii) any act or omission of the Solutions Provider/Bank and/or any third parties in relation to any Transmitted Data provided to/received from the Solutions Provider; and/or
- (iv) any delay or failure in transmission/receipt of the Transactional Data to/from the Solutions Provider, and any inability of the Customer to use or access the Solutions Provider's services, software, applications and/or information;

(c) where the Transmitted Data is transmitted to the Solutions Provider:

- (i) as such Transmitted Data will no longer be within the Bank's control, the Bank may not be able to vary, amend, correct, update, delete or otherwise control the Transmitted Data, even if the Customer so instructs the Bank, and the Bank is under no such obligation to the Customer to do so;
- (ii) the Solutions Provider shall be solely responsible and liable to the Customer for such Transmitted Data, including but not limited to collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data; and
- (iii) the Solutions Provider's collection, use, retention, disclosure, protection, handling and any other form of processing of such Transmitted Data shall be subject to the terms of any agreement between the Solutions Provider and the Customer.

15.3 In the event that the Customer wishes to add to, vary, amend, countermand or terminate its instructions to the Bank to provide and/or receive the Transactional Data to and/or from the Solutions Provider, the Customer shall do so by providing its instructions of such addition, variation, amendment, countermanding or termination, as the case may be, through the Electronic Services.

15.4 The Bank and the Solutions Provider are independent parties, and accordingly:

- (a) neither party nor any of their respective employees are employees or agents of the other;
- (b) nothing in this Agreement shall be deemed to establish any partnership, joint venture or agency relationship between the Bank and the Solutions Provider, or to establish a party as a data intermediary of the other party; and
- (c) nothing in this Agreement shall be deemed to grant any right, power, authority to, or impose any obligation on, the Bank or the Solutions Provider to act on behalf of the other party.

16. MULTI-ACCESS CREDENTIALS

16.1 Where Multi-Access Credentials are used to access, receive information relating to, and/or operate Designated Accounts opened in Vietnam, this Agreement (including without limitation the Vietnam Local Addendum and Vietnam Product Addendum) shall govern such use. The Customer, Designated Entities, and Designated Entity Users each further agree that in relation to such use:

- (a) the following shall be deemed to be Multi-Access Credentials under this Agreement:
 - (i) any "Registered Devices" issued, prescribed, or registered by or on behalf of OCBC Group in Hong Kong, Myanmar, or Thailand; and
 - (ii) any "Biometric Access Credential" made available by or on behalf of OCBC Group in Singapore, Myanmar, or Thailand in relation to any account opened in the respective jurisdiction and as defined pursuant to the respective terms governing such accounts shall be deemed to be Biometric Access Credentials under this Agreement;

in relation to any account opened in the respective jurisdiction and as defined pursuant to the respective terms governing such accounts;

- (b) any "Registered Mobile Devices" issued, prescribed, or registered by or on behalf of OCBC Group in Malaysia in relation to any account opened in the respective jurisdiction and as defined pursuant to the respective terms governing such accounts shall be deemed to be Registered Devices under this Agreement;
- (c) any "Fingerprint Recognition Features" or "Face Recognition Features" issued, prescribed, and/or enrolled by or on behalf of OCBC Group in Hong Kong in relation to any account opened in the respective jurisdiction and as defined pursuant to the respective terms governing such accounts shall be deemed to be Fingerprint Recognition Features or Face Recognition Features respectively under this Agreement; and
- (d) any "Application" made available by or on behalf of OCBC Group in Hong Kong, Singapore, Thailand, or Myanmar in relation to any account opened in the respective jurisdiction and as defined pursuant to the respective terms governing such accounts shall be deemed to be an Application under this Agreement.

16.2 For the avoidance of doubt, where any Access Credentials which are not Multi-Access Credentials are used to access, receive information relating to, and/or operate Designated Accounts opened in Vietnam, such use shall continue to be governed by the terms under which such Access Credentials were issued or prescribed by or on behalf of OCBC Group.

17. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed and construed in all respects in accordance with the laws of the Socialist Republic of Vietnam, but in enforcing this Agreement, the Bank is at liberty to initiate and take proceedings or otherwise against the Customer in the Socialist Republic of Vietnam or elsewhere as the Bank may deem fit.

18. LANGUAGE

This Agreement is provided in both English and Vietnamese both of the same validity. If there is any inconsistency between the English and Vietnamese versions, the English version shall prevail.

19. DEFINITIONS AND INTERPRETATION

19.1 In this Local Addendum, the following words and expressions shall have the following meanings:

Joint Account means an Account that is opened in the names of two or more subjects;

Time Deposit refers to a sum of money of the Customer held at the Bank for a fixed term as agreed upon between the Customer and the Bank with the principle of full payment of principal and interest to the Customer; and

Transaction Limit means the maximum processing limits with respect of current account/payment account set by the Bank or the transaction/authorisation limits set by the Customer, whichever is lower.

19.2 Unless the context requires otherwise, in this Local Addendum, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to this Local Addendum.

19.3 Unless the context requires otherwise:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting the masculine gender shall include the feminine gender and vice versa; and
- (c) words importing persons shall include corporations.

VIETNAM PRODUCT ADDENDUM

This document comprises a "Product Addendum" as referred to and defined in the OCBC Business Account Terms and Conditions ("**Terms**"). It contains additional account-specific and product-specific terms and conditions on which the Bank may, upon the approval of the Customer's application, provide the Customer with the respective Account(s) and/or Product(s) listed in this Product Addendum in Vietnam in accordance with the Bank's latest instructions, procedures, directions.

Unless otherwise defined in this Product Addendum, capitalised terms used in this Product Addendum shall have the meanings given to them in the Terms and Local Addendum.

This Product Addendum supplements the Terms and the Local Addendum, and to the extent indicated below amends, the Terms and/or the Local Addendum, and forms part of the Terms and Local Addendum. Any conflict or inconsistency between this Product Addendum, the Terms and/or Local Addendum shall be resolved by reference to Clause 15.4 of Section A of the Terms.

1. TIME DEPOSITS

- 1.1 For Time Deposit transactions, the Customer shall issue and provide Time Deposit Instructions to the Bank and the Bank shall issue and provide Time Deposit Confirmation to the Customer.

Pre-matured withdrawal of amount placed in Time Deposits

- 1.2 The Time Deposit shall be pre-matured withdrawal which is subject to the Bank's acceptance. Subject to Vietnamese law providing to the contrary, the interest applicable for actual deposit tenor (calculated from the value date of the Time Deposit to the date of withdrawal), fee, charges, or costs arising (if any) will be at the Bank's absolute discretion.

Rollover of Time Deposit

- 1.3 Rollover of Time Deposit and interest (where applicable under Vietnam's laws and regulations) will be agreed by the Customer and the Bank.
- 1.4 The deposit or repayment of any principal or interest (if any) with respect to the Time Deposit shall be paid via the current account of the Customer as stated in the Time Deposit Instruction and Time Deposit Confirmation.
- 1.5 If the current account for Time Deposit is blocked, temporarily blocked, closed, or its status is changed, the Customer shall promptly inform the Bank in writing of another account for credit and payment with respect to the Time Deposit. Upon acceptance by the Bank, such account shall become the current account for Time Deposit under the agreement on Time Deposit.
- 1.6 The Customer shall have the right to check information relating to the Time Deposits by directly contacting the Bank.
- 1.7 The Bank shall pay interest at its prevailing interest rate for Time Deposits as notified to the Customer per the Bank's Time Deposit Confirmation from time to time. Interest with respect to the Time Deposits will be credited according to interest calculation method as determined solely by the Bank and publicly disclosed at its registered office.

2. PROVISION OF ELECTRONIC SERVICES

- 2.1 Subject to this Clause 2.1, the Customer shall not send or give instructions or directions to the Bank through E-mail Service. The Bank shall not be obliged to act on any Instructions (whether digitally signed or not) so received through E-mail Service save in instances where the instructions to be given through E-Mail Service by the Customer pertain(s) to non-transactional matters, the Bank has the absolute discretion to decide whether or not to act on such non-transactional instructions received via E-mail Service subject to this Agreement and such other

terms and conditions as may be imposed by the Bank from time to time. For the avoidance of doubt and notwithstanding the preceding sentence, the Bank is not obliged to act on any transactional instruction (including without limitation any instruction to deal, transfer, or withdraw any funds from any Account) given by the Customer to the Bank through E-mail Service.

- 2.2 All transactions processed via the Electronic Services must comply with the Transaction Limit. The Bank can change and/or assign maximum limits from time to time, by written notification to the Customer or posting on its website.

Instructions through Secured Communications

- 2.3 For the avoidance of doubt, the Secured Communications is only intended for general non time-sensitive enquiries/requests and not for the sending of transactional/financial instructions to the Bank. Such transactional/financial instructions include without limitation any instruction that involves any fund transfer or any debiting or crediting of accounts, recall of funds or countermand/stop payment. The Customer agrees that the Bank shall have the right not to act (though the Bank shall be entitled to do so in its sole and absolute discretion) on any communication or instruction sent via the Secured Communications without providing any reason or notice, and that communications sent via the Secured Communications may not be acted on in a timely manner or at all. The Customer further acknowledges and agrees to bear all risks associated with such communications, including without limitation the risk of such instructions being intercepted by unauthorised third parties.

3. SOFTWARE

- 3.1 The Bank shall review and check for updates on patches of Software, or any communication, processing, or transaction system in accordance with the laws of Vietnam.

4. OCBC BUSINESS MOBILE BANKING SERVICE

If the Bank has approved the Customer's application for use of the OCBC Internet Banking Service, OCBC Business Mobile Banking Service may be automatically made available to the Customer by the Bank without further notice.

5. OCBC ALERT NOTIFICATION SERVICE

- 5.1 Upon the approval of the Customer's application, the Bank may provide the OCBC Alert Notification Service through electronic mail, facsimile, SMS or such other media as the Bank may deem appropriate.
- 5.2 The scope and features of the OCBC Alert Notification Service shall be as determined or specified by the Bank from time to time. The Bank shall be entitled to modify, expand or reduce the OCBC Alert Notification Service at any time and from time to time without notice as the Bank may deem fit without assigning any reason therefor.
- 5.3 Any notification provided by the Bank under the OCBC Alert Notification Service shall be transmitted or otherwise made available to the Customer at such times as the Bank may reasonably deem fit.
- 5.4 The Bank may contract with one or more Third Parties to provide, maintain or host the OCBC Alert Notification Service. The Customer acknowledges that, in providing the OCBC Alert Notification Service, the Bank will have to release and transmit the Customer's information (including information relating to the Customer's account(s) with the Bank) to such Third Parties. The Customer hereby agrees and consents to such release and transmission of its information to such Third Parties. The Customer further acknowledges that its information may be placed and stored in servers outside the Bank's control and agrees that the Bank shall have no liability or responsibility for such storage.

- 5.5 A notification under the OCBC Alert Notification Service shall be considered to be sent by the Bank upon the broadcast of the notification by the Third Party to the contact particulars designated by the Customer for the purposes of the OCBC Alert Notification Service, regardless of whether such notification is actually received by the Customer. The Bank does not guarantee receipt of any notification under the OCBC Alert Notification Service by the Customer and the Customer understands and agrees that the Customer's use of the OCBC Alert Notification Service is at the Customer's own risk.
- 5.6 The Customer shall notify the Bank immediately of any change in its contact particulars designated by the Customer for the purposes of the OCBC Alert Notification Service. The Bank shall not be responsible for any loss, damage or other consequence which the Customer may suffer as a result of any notification being sent to the Customer's latest designated contact particulars in the Bank's records.
- 5.7 All references to a time of day in any notification sent by the Bank under the OCBC Alert Notification Service are to Vietnam time (unless otherwise specified by the Bank).
- 5.8 All notifications under the OCBC Alert Notification Service shall be from the Bank to the Customer only and the Customer should never attempt to communicate with the Bank by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.
- 5.9 The Customer agrees to not hold OCBC, its directors, officers, employees and agents liable for losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) a non-delivery, delayed delivery, or the misdirected delivery of a notification under the OCBC Alert Notification Service; (b) inaccurate or incomplete content in a notification under the OCBC Alert Notification Service; or (c) the Customer's reliance on or use of the information provided in a notification under the OCBC Alert Notification Service for any purpose.

6. OCBC ONETOUCH SERVICE

- 6.1 The OCBC OneTouch Service is only available for use on Registered Mobile Devices. To access the OCBC OneTouch Service, a Customer or Authorised User is required to activate it by registering his or her mobile device for the OCBC OneTouch Service in accordance with the Bank's latest instructions, procedures and directions.
- 6.2 Once a mobile device has been registered for the OCBC OneTouch Service in respect of a particular Customer's Account(s), information about the Customer's Account(s) can be accessed using any fingerprint enrolled by the relevant Fingerprint Recognition Feature on the said mobile device. The Bank owes no duty to verify that each Fingerprint is the fingerprint of the Customer or an Authorised User of the Customer. All use and access of the OCBC OneTouch Service referable to any Fingerprint (whether such access or use is authorized by the Customer or not) shall be deemed to be use or access of the OCBC OneTouch Service by the Customer or Authorised User.
- 6.3 Customer agrees that OCBC OneTouch Service relies on Fingerprint Recognition Feature(s) which are proprietary to third parties, and that use of the OCBC OneTouch Service shall be in accordance with the applicable terms and conditions of the third party provider of the relevant Fingerprint Recognition Feature. The Bank shall have no liability or responsibility for any loss, damage or expenses arising directly or indirectly in connection with the use of any Fingerprint Recognition Feature in conjunction with the OCBC OneTouch Service.
- 6.4 Each of the Customers and Authorised Users shall not enrol any third party fingerprint or permit any unauthorized third parties to enrol their fingerprints on their Registered Mobile Devices, as doing so would enable such third parties to have access to information about the Customer's Accounts through the OCBC OneTouch Service. Moreover, each of the Customers or Authorised Users are required to delete any third party fingerprints enrolled on a mobile device prior to activating the OCBC OneTouch Service on the said device.

6.5 Notwithstanding anything contrary stated in or implied by this Agreement, the OCBC OneTouch Service is only for: (a) the purpose of accessing certain information about the Customer's Accounts as may be made available via such service from time to time; or (b) in specified circumstances, the continued access and use of certain parts of the Application in the manner prescribed by the Bank (such as with the additional requirement to use SMS OTP or such other Access Credential to transact or to transmit Instructions).

7. OCBC ONELOOK SERVICE

7.1 The OCBC OneLook Service is only available for use on Registered Mobile Devices. To access the OCBC OneLook Service, a Customer or Authorised User is required to activate it by registering his or her mobile device for the OCBC OneLook Service in accordance with the Bank's latest instructions, procedures and directions.

7.2 Once a mobile device has been registered for the OCBC OneLook Service in respect of a particular Customer's Account(s), information about the Customer's Account(s) can be accessed using the facial identification enrolled by the relevant Face Recognition Feature on the said mobile device. The Bank owes no duty to verify that the relevant Face ID is the facial identification of the Customer or an Authorised User of the Customer. All use and access of the OCBC OneLook Service referable to any Face ID (whether such access or use is authorised by the Customer or not) shall be deemed to be use or access of the OCBC OneLook Service by the Customer or Authorised User.

7.3 Customer agrees that OCBC OneLook Service relies on Face Recognition Feature(s) which are proprietary to third parties, and that use of the OCBC OneLook Service shall be in accordance with the applicable terms and conditions of the third party provider of the relevant Face Recognition Feature. The Bank shall have no liability or responsibility for any loss, damage or expenses arising directly or indirectly in connection with the use of any Face Recognition Feature in conjunction with the OCBC OneLook Service.

7.4 Each of the Customers and Authorised Users shall not enrol any third party facial identification or permit any unauthorised third parties to enrol their facial identification on their Registered Mobile Devices, as doing so would enable such third parties to have access to information about the Customer's Accounts through the OCBC OneLook Service. Moreover, each of the Customers or Authorised Users are required to delete any third party facial identifications enrolled on a mobile device prior to activating the OCBC OneLook Service on the said device.

7.5 Notwithstanding anything contrary stated in or implied by this Agreement, the OCBC OneLook Service is only for: (a) the purpose of accessing certain information about the Customer's Accounts as may be made available via such service from time to time; or (b) in specified circumstances, the continued access and use of certain parts of the Application in the manner prescribed by the Bank (such as with the additional requirement to use SMS OTP or such other Access Credentials to transact or to transmit Instructions).

8. GENERAL

8.1 The Bank's records and any records of the instructions, communications, operations, or transactions made or performed, processed, or effected through the Electronic Services by the Customer or its Authorised User, or any person purporting to be the Customer or its Authorised User (with or without the consent of the Customer or the Authorised User) or any record of transactions relating to the operation of any Electronic Services and any record of any transactions maintained by the Bank or any Relevant Person authorised by OCBC Group or any Relevant Person relating to or connected with Electronic Services shall be binding and conclusive on the Customer for all purposes whatsoever, and shall be conclusive evidence of the transaction and the Customer's liability to the Bank and the Customer agrees not to dispute the validity, accuracy, or authenticity of any such records and evidence.

8.2 The Customer may (in the case of OCBC Internet Banking Service or OCBC Business Mobile Banking Service) upon at least thirty (30) days' prior written notice to the Bank or (in the case

of other Electronic Services) upon at least seven (7) days' prior written notice to the Bank, terminate the relevant Electronic Service availed to the Customer.

9. DEFINITIONS AND INTERPRETATION

9.1 In this Product Addendum, the following words and expressions shall have the following meanings:

Access Credential	shall, for the avoidance of doubt, be deemed to include any Access Device;
Access Device	means the PIN (Personal Identification Number), SMS OTP, Face ID, Fingerprint, Token and any other form of electronic identification (including without limitation, any vocal passwords or other codes) or device issued or prescribed by or on behalf of the Bank for use by the Customer and its Authorised Users in accessing the Electronic Services;
Application	means the application for use on mobile devices currently designated by the Bank as the "OCBC Business Mobile Banking" application, and the services, functions, information, and/or any other material (including data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby, or made available thereunder by or on behalf of the Bank;
E-mail Service	means any service for the reception and transmission of electronic mail including without any limitation, any such service provided by Electronic Services for receiving or transmitting electronic mail from the Customer's terminal to the Bank's Computer Systems;
Electronic Services	shall, for the avoidance of doubt, be deemed to include any Application, E-mail Service, OCBC Internet Banking Service, OCBC Business Mobile Banking Service, OCBC OneLook Service, OCBC OneTouch Service, and Secured Communications;
Face ID	means each facial identification enrolled by a Face Recognition Feature on a Registered Mobile Device;
Face Recognition Features	means such third-party face recognition features designated as such by the Bank from time to time;
Fingerprint	means each fingerprint enrolled by a Fingerprint Recognition Feature on a Registered Mobile Device;
Fingerprint Recognition Features	means such third party fingerprint recognition features designated as such by the Bank from time to time, and shall be deemed to include, unless otherwise notified by the Bank, the fingerprint recognition features of Apple's iOS which is designated by Apple as "Touch ID", and the fingerprint recognition features of Google Android on Bank-designated devices;
OCBC Alert Notification Service	refers to the alert notification services offered by the Bank specified in Clause 5 of this Product Addendum;

OCBC Business Mobile Banking Service	means the services, product, features, and/or functionalities offered by the Bank from time to time to the Customer, through the Application, and shall include the OCBC OneTouch Service, the OCBC OneLook Service, and the OCBC OneToken Service;
OCBC Internet Banking Service	refers to the services, products, features and/or functionalities offered by the Bank from time to time to the Customer, currently designated by the Bank as "OCBC Velocity", through such website, channel, or other electronic means as the Bank may prescribe from time to time, which enable the Customer to electronically access his or her Account(s), access products and/or services, and/or effect banking and/or other transactions;
OCBC OneLook Service	means the "OneLook"-branded services, products, features, and/or functionalities offered by the Bank from time to time to the Customer, accessible through the use of Face Recognition Features on Bank-prescribed mobile devices, via the application(s) currently designated by the Bank as "OCBC Business Mobile Banking";
OCBC OneToken Service	means the "OneToken"-branded services, products, features, and/or functionalities offered by the Bank from time to time to the Customer, accessible through such hardware, system, software, application, or device issued or prescribed by or on behalf of the Bank, including the OCBC Business Mobile Banking Service;
OCBC OneTouch Service	means the "OneTouch"-branded services, products, features, and/or functionalities offered by the Bank from time to time to the Customer, accessible through the use of Fingerprint Recognition Features on Bank-prescribed mobile devices, via the application(s) currently designated by the Bank as "OCBC Business Mobile Banking";
Registered Mobile Devices	means Bank-prescribed mobile devices with Fingerprint Recognition Features and/or as the case may be, the Fingerprint Recognition Features, which have been registered by the Bank for certain aspects, features, or services of the OCBC Internet Banking Service and OCBC Business Mobile Banking Service (including the OCBC OneToken Service, the OCBC OneTouch Service, and the OCBC OneLook Service) in respect of an Account or Accounts of a particular Customer;
Secured Communications	means any service provided via the Electronic Services for receiving and/or transmitting communications between the Customer and the Bank;
SMS	means Short Message Service which is a service for sending short text messages to a cellular phone or any other device which is capable of receiving or displaying such messages;
SMS OTP	means a password issued by the Bank through short message service that is only valid for one session or transaction on a Computer System, mobile device or any other digital device, for the purpose of authentication;
Time Deposit	refers to a sum of money of the Customer held at the Bank for a fixed term as agreed upon between the Customer and the Bank with the principle of full payment of principal and interest to the Customer; and
Token	means any verification code, password or other identifier generated through such hardware, system, software, application or device issued or prescribed by or on behalf of the Bank for use by the Customer in

accessing and/or using the Electronic Services or any part thereof, including any of the aforementioned subject matter generated in conjunction with the use of the OCBC OneToken Service, the OCBC OneTouch Service and/or the OCBC OneLook Service (where the Customer has selected such capability).

- 9.2 Unless the context requires otherwise, in this Product Addendum, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to this Product Addendum.