

## **TRANSACTIONAL ACCOUNT TERMS AND CONDITIONS**

The following terms and conditions ("**Transactional Account Terms and Conditions**") of HSBC Bank (Vietnam) Limited ("**HSBC**", "**Bank**") apply to retail Account Holder at Branches and Transaction Offices of the Bank. The General Terms and Conditions apply to all Products and Services related to Transactional Account ("**Account**") offered by the Bank. A copy of such terms and conditions will be provided by the Bank upon request. The Transactional Account Terms and Conditions is effective from October 1, 2024.

### **1. OPEN ACCOUNT**

- 1.1. Account Holder and the Bank agree that the Personal Account Opening Form, Opening and Use of Account Agreement Notification, General Terms and Conditions or Premier Master Account Terms and Conditions, Terms and Conditions For Online Banking and HSBC Vietnam App Terms and Conditions, Transactional Account Terms and Conditions, Debit Card Terms and Conditions, Personal Banking Tariff (or HSBC Premier Tariff) (hereafter called the "**Terms and Conditions**") (as may be amended from time to time) and the agreement document (if any) will constitute the Opening and Use of Account Agreement ("**Agreement**") between Account Holder and the Bank and create the rights and obligations between the parties.
- 1.2. The established and effective date of the Agreement is the Account commencement date recorded by the Bank on the Opening and Use of Account Agreement Notification sent to the Account Holder.
- 1.3. The Agreement shall be effective from the Account commencement date and shall remain in effect until the Bank or Account Holder requests to close Account(s) or Account(s) is closed in accordance with applicable law.
- 1.4. Refusal to open Account(s): If Personal Account Opening request of Account Holder fails to comply with the requirements in accordance with local regulations for opening and use of payment Account(s) and the Law on anti-money laundering, the Bank has all rights to refuse to open personal Account(s) and not issue Opening and Use of Account Agreement.
- 1.5. Account Holder acknowledges and agrees that in order to open and use Account(s), Account Holder need to provide all required information and complete Personal Account Opening Form. All information and documents related to Personal Account Opening Form or reference to Personal Account Opening Form shall be considered as an appendix, adjustment to Personal Account Opening Form. Such information and documents may be presented in audio recordings, voicemails, emails, electronic notifications, recorded voice messages, paper copies, electronic copies and other forms of expression and they shall be an integral part of the Personal Account Opening Form.
- 1.6. For Account Holder registering to open Account(s) via the HSBC Mobile Banking: In order to protect Account Holder's Personal Data as well as ensure the security of Account(s), Account Holder agrees that the Bank will hide personal information on Personal Account Opening Form when sending this form to Account Holder to confirm the opening of Account(s). Personal information hidden on Personal Account Opening Form sent by the Bank is information and documents provided by Account Holder or shared with the Bank

through the electronic identification and authentication system on the National Electronic Identification Application.

## **2. USE OF ACCOUNTS AND SERVICES**

2.1. Account Holder agrees to use the Account(s), Services and Products in accordance with the Transactional Account Terms and Conditions, any additional agreements or terms and conditions or instructions for using the Products, Services issued by the Bank and for lawful purposes only, including payment of regular, recurring payments at the request of the Account Holder and other lawful purposes as prescribed by law or as agreed between the Account Holder and the Bank.

2.2. Account Holder shall not use the Account(s), Products and Services for payment transactions, transfers, purchases of goods and services and other transactions that are not permitted by law or are prohibited. We reserve the right to inspect any illegal use of any Account(s), Products and Services and may close the Account(s) or block part or all of the balance of the Account(s) according to the provisions of the General Terms and Conditions or Premier Master Account Terms and Conditions.

2.3. With the opening of Current Account(s)/ Savings Account(s), Account Holder agrees that, where Account Holder is eligible under the prevailing laws of Vietnam, the Bank will issue HSBC Debit Card.

2.4. Joint Account(s) use and operation method: The use and operation method of Joint Account(s) and Time Deposit Account(s) debit from these Joint Account(s) by one of the following methods:

2.4.1. Either to sign

Depending on the Joint Account Holders request, Joint Account Holders agree that the signature of any one of Joint Account Holders on or in relation to any matter regarding the Joint Account(s) will bind the other Joint Account Holder and that each Joint Account Holder is hereby authorised to have full powers to:

- a. Operate the Joint Account(s), including to conduct any transaction, to update Joint Account(s) information, to open Time Deposit Account(s) and close Account(s) by way of giving instructions to the Bank, and have the right to give any other instructions to operate the Joint Account(s) without requiring of Joint Account Holders signatures.
- b. To submit a written request on Joint Account Holders' behalf to the Bank to block and unblock for the Joint Account(s) opened under this form and Time Deposit Account(s) debit from these Joint Account(s)

2.4.2. Both to sign

Depending on the Joint Account Holders request, Joint Account Holders agree that any matter regarding the Joint Account(s) is required all of Joint Account Holders agreement by way of giving instructions to the Bank.

2.5. For Joint Account(s), HSBC Debit Card is only issued with the condition that the Joint Account(s) operation method is "Either to sign".

- 2.6. Joint Account Holders have read and understood the provisions relevant to Joint Account(s) in the General Terms and Conditions (Premier Master Account Terms and Conditions for Premier customers) and Terms and Conditions of the Bank and agree to be bound by them.
- 2.7. Time, location, and method of product placement: The Transactional Account are issued based on the Personal Account Opening Form registered from the Account Holder via:
  - 2.7.1. being submitted directly at HSBC's branches/transaction offices during HSBC's operating period; operating Monday to Friday (except public holidays), from 8 am to 17 pm; or
  - 2.7.2. applying online at any time at the HSBC Mobile Banking app.
- 2.8. Minimum Account balance: is the minimum monthly average balance and the minimum credit balance within 12 months of Account opening date as prescribed in the Personal Banking Tariff or HSBC Premier Tariff.
- 2.9. Fees and charges for opening and using Account(s): according to the Personal Banking Tariff or HSBC Premier Tariff.
- 2.10. Fee collection method: Depending on the Account Holder's need to use the Product/Service, the Bank will collect fees by cash deposit at the Bank's Branches/Transaction Offices or by direct debit to the Account Holder's Account(s).
- 2.11. Adjustment of fees for opening and using Account(s): The Bank has the right to amend and supplement the types of fees and rates for opening and using Account(s) as stipulated in the Personal Banking Tariff or HSBC Premier Tariff.. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicly posts them at HSBC's headquarters and business locations.
- 2.12. Scope of transactions on Account(s): Scope of use and transaction limits are in accordance with the Bank's regulations on opening and using Account(s) and according to the provisions of law.
- 2.13. Transaction limit:
  - 2.13.1. Transfer limit on HSBC Online Banking or HSBC Mobile Banking: as prescribed in the Terms and Conditions for Online Banking.
  - 2.13.2. Transaction limit at the Bank's Branch/Transaction Office: Refer to the Account(s) available balance of Account Holder as well as the needs and transaction purposes of the Account Holder in accordance with the provisions of law.
- 2.14. The Bank may provide Account Holder information in the following cases:
  - 2.14.1. At the request of a competent authority as prescribed by law or with Account Holder's consent;
  - 2.14.2. To the extent permitted by law, provide Account(s) information to the representative, heir (or representative of the heir) of the Account Holder when the Account Holder dies or is declared dead. The representative, heir (or representative of the heir) of the Account Holder who has died or been declared dead must present relevant documents as prescribed by civil law and the Bank's request.

- 2.15. The processing of the Account Holder's Personal Data or Personal Data provided by the Account Holder, the provision of information to third parties for the purpose of providing payment services to the Account Holder, handling cases of suspected fraud, forgery, and violations of legal regulations shall be carried out in accordance with the provisions of the General Terms and Conditions or Premier Master Account Terms and Conditions, HSBC's Privacy Notice, HSBC Principles Of Consumer Information Protection and other documents and agreements signed and acknowledged by the Account Holder with the Bank.
- 2.16. Cases of Debiting: The Bank has the right to debit Account(s) in the following cases:
- 2.16.1. According to the agreement between the Account Holder and the Bank
  - 2.16.2. According to the provisions of law
  - 2.16.3. Related to fraud according to conclusions of competent authority.
- 2.17. Risk management, ensuring safety and security in using Account(s):
- 2.17.1. The Bank will implement measures to manage risks, ensure safety and security in using payment accounts, including:
- a. Implement measures to check, compare, verify the Account Holder's identification information or re-verify the Account Holder's identification information during the process of opening and using the Account, specifically:
    - (i) Measures to check the legality, validity and compare to ensure the correctness and accuracy of documents, information, and data in the Account Holder's account opening and usage records;
    - (ii) Measures to prevent acts of impersonation, interference, editing, and falsification of the verification of the Account Holder's identification information during the process of opening and using the Account(s);
    - (iii) Other measures prescribed by the Bank to prevent and combat risks of fraud, impersonation, violation of law or taking advantage of the Account for illegal purposes.
  - b. Refuse to perform transactions or suspend payment transactions, withdrawals on the Account according to the instructions of the Account Holder or when the Bank finds that the transactions, instructions show signs of suspicion or do not comply with Vietnamese law.
  - c. When the Bank knows or suspects that there is a breach of security or other suspicious situations related to the operation of one or more Account(s) of the Account Holder, the Bank may, at its sole discretion, refuse to perform transactions or suspend payment transactions, withdrawals on the Account and in this case, the Bank will notify the Account Holder as soon as possible.
- 2.17.2. The Account Holder is responsible for protecting the personal information, Account(s) information and other information related to the Account(s) of the Account Holder during the process of opening and using the Account(s).

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

The Account Holder and the Bank shall implement its respective rights and responsibilities with relation to Account(s) in accordance with the Agreement or other documents or agreement between the Bank and the Account Holder (as supplemented and amended from time to time) and in accordance with the Law of Vietnam.

#### **3.1. Account Holder has the right to:**

- 3.1.1. Select and agree on the use of payment facilities, services and payment utilities at the Bank;
- 3.1.2. Authorize the use of the Account(s) in accordance with the provisions of law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank;
- 3.1.3. Request the Bank to execute legitimate and valid payment orders and provide information about the balance and transactions arising on Account Holder's Account(s) in accordance with the provisions of law and General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank;
- 3.1.4. In accordance with the provisions of law and General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank, request the Bank to freeze, unfreeze, close the Account(s); send notice to the Bank regarding disputes among Joint Account Holders pertaining to Joint Account(s);
- 3.1.5. Request the Bank to provide guidelines on management and safe use of Account(s) and settle issues, complaints that arise during Account(s) opening and use in accordance with the provisions of law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.
- 3.1.6. Other rights in accordance with the provisions of law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.

#### **3.2. Account Holder has the obligation to:**

- 3.2.1. Ensure adequate Account(s) balance to execute payment orders
- 3.2.2. Comply with the regulations on opening and using the Account(s) as prescribed by law and agreements with the Bank.
- 3.2.3. Promptly inform the Bank when finding errors or mistakes in the Account(s) or suspecting of unauthorized access to Account Holder's Account(s).
- 3.2.4. Refund or cooperate with the Bank in refunding amounts that have been credited to Account Holder's Account(s) by mistake.
- 3.2.5. Adequately provide and promptly update information under Account(s) dossiers and additional information at requested by the Bank; be responsible for risks that arise as a result of failure to adequately and promptly provide information and for damage caused by Account Holder's errors.

- 3.2.6. Maintain the minimum Account(s) balance as prescribed by the Bank.
- 3.2.7. Not to perform acts prohibited in opening and using the Account(s) as prescribed by law.
- 3.2.8. Other obligations as prescribed by law and General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or accepted with the Bank.

**3.3. The Bank has the right to:**

**3.3.1. Debit the Account Holder's Account(s) in the following cases:**

- a. Upon written request of a competent authority in enforcing implementation of decision on administrative penalties, decision on judgment implementation, decision on tax collection, or other payment obligations as prescribed by law in which case the competent authority must inform Account Holder
- b. To rectify amounts that have been incorrectly recorded or do not conform to use purpose of Account(s) as prescribed by law in which case Account Holder must be notified of the situation.
- c. Where Account Holder's Account(s) have been credited by mistake or credit transaction order cancellation request is made by banks affiliated to the transacting parties after discovering discrepancies in payment orders made by transacting parties in which case Account Holder must be informed about amounts debited from Account Holder's Account(s).
- d. In accordance with written agreement between Account Holder and the Bank in order to incur recurrent, periodic expenses or collect due, overdue debts, interests, and related costs in which case Account Holder must be informed about amounts debited from Account Holder's Account(s).

**3.3.2. Reject to execute the Account Holder's payment order in the following cases:**

- a. Where the payment order is illegal or illegitimate;
- b. Where Account Holder fails to fully comply with the payment procedure requirements or the elements on payment order do not match the elements registered in the Personal Account Opening Form or payment order is not in accordance with the Agreement;
- c. Where Account(s) balance is insufficient to execute the payment order or exceeds the overdraft limit;
- d. Where Account(s) is closed or entirely frozen;
- e. When there is a written request from competent authority as prescribed by law;
- f. Where Account Holder violates prohibited acts as prescribed by law;
- g. Where Account Holder refuses to provide information or provides incomplete information about the Account Holder's identity as requested by the Bank or suspicions arise regarding authenticity of information and purpose of transactions in respect of special transactions that must be monitored in accordance with anti-money laundering laws
- h. Where Account(s) shows signs of being involved in fraud, serving illegal purposes according to the Bank's criteria;

- i. Other cases as prescribed by law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.
- 3.3.3. Reject Account Holder's request to close or freeze Account(s) in case Account Holder has not fulfilled payment obligations according to the enforcement decision of the competent authority or has not fully settle debts with the Bank.
- 3.3.4. The Bank may stop providing Services and Products to the Account Holder if the Bank finds that the Account Holder's Account(s) has been used for any unauthorized or inappropriate purposes in accordance with the provisions of current law.
- 3.3.5. The Bank has the right to collect and authenticate information, documents and certificates provided by the Account Holder to the Bank from any source chosen by the Bank without the need for the Account Holder's permission in another document.
- 3.3.6. Other rights as prescribed by law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or agreed to with the Bank.
- 3.4. **The Bank has the obligation to:**
  - 3.4.1. Execute payment order of Account Holder after examining and inspecting legitimacy of payment orders
  - 3.4.2. Store and update all specimen signature(s) of Account Holder for facilitating inspection and cross-examination during use of Account(s);
  - 3.4.3. Promptly credit Account Holder's Account(s) in the event of incoming money transfer, cash deposit to Account(s); refund amounts that have been mistakenly debited from Account(s); cooperate in returning amounts that have been mistakenly credited to Account(s) at request of bank affiliated to transacting parties due to discrepancies in payment orders made by transacting individuals.
  - 3.4.4. Promptly and adequately inform Account Holder about Account(s) balance, transactions, instruments of transactions that occur on Account(s), and the freezing of Account(s) in writing or in the forms prescribed in the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or agreed with the Bank and be responsible for the accuracy of the information provided;
  - 3.4.5. Update the Account Holder's information periodically or when the Account Holder notifies of changes in information in the Personal Account Opening data and promptly update and verify the Account Holder's identification information when determining that the Account Holder has a high risk level according to the criteria issued by the Bank. Preserve and store the Account(s) records and transaction documents through the Account(s) in accordance with the provisions of law;
  - 3.4.6. Secure the information, personal data of the Account Holder or Personal Data provided by the Account Holder, information related to the Account(s) and transactions on the Account(s) of Account Holder in accordance with the provisions of law;

- 3.4.7. Guide Account Holder to use Account(s) safely, notify and explain to Account Holder about prohibited acts in opening and using Account(s) and promptly answer and handle questions and complaints of Account Holder in opening and using Account(s) in accordance with the provisions of law and agreements between Account Holder and the Bank;
- 3.4.8. Other obligations as prescribed by law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.

#### **4. GENERAL PROVISIONS**

- 4.1. The Bank will amend or supplement any provisions of the Transactional Account Terms and Conditions which is governed by and construed by the laws of Vietnam and the Bank's internal policy. Such amendments and supplements will take effect immediately after the Bank announces at the Bank's official website and publicize them in the form of listing at HSBC's head office and business location. Account Holder's continued use of products and Services immediately after the amendments and supplements of the Transactional Account Terms and Conditions take effect (specified in the Bank's notification) will be considered as the Account Holder's acceptance of such amendments and supplements. In case the Account Holder does not agree with any amendments or supplements to the Transactional Account Terms and Conditions, Account Holder has the right to terminate the use of the Bank's products and services by notifying the Bank's information receiving channels specified in this Transactional Account Terms and Conditions.
- 4.2. The Bank shall provide information and notify to Account Holder of the balance and transactions arising on the Account(s), the freezing and closing of the Account(s) in the forms prescribed in the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers
- 4.3. The Bank shall notify the Account Holder by letter or electronic means of the expiration date, the validity period of the identification documents in the Personal Account Opening data and other necessary information during the use of the Account(s).
- 4.4. The method of receiving requests for verification, complaints, the time limit for processing requests for verification, complaints and the handling of the results of verification, complaints for the Account Holder's requests on Account(s) shall be implemented in accordance with the provisions of the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers.
- 4.5. Definitions or description not mentioned in the Transactional Account Terms and Conditions shall be read and interpreted in accordance with the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers.