

APPENDIX 5: TERMS AND CONDITIONS FOR INTERNATIONAL TRANSFER VIA ONLINE BANKING CHANNEL OF INDOVINA BANK LIMITED APPLICABLE TO INSTITUTIONAL CUSTOMERS

Article 1. Definitions

1.1. “Bank” or “IVB” means Indovina Bank Limited.

1.2. “Customer” or “Remitter/Debtor” means an organization duly established under the laws of Vietnam, which has registered for and been approved by IVB to use IVB’s online banking services.

1.3. “Request” or “Request sent to Bank”: is a request created and sent by the Customer to IVB through IVB’s online banking channel, whereby the Customer requests IVB to perform the specific instructions as stated in the Request.

Request includes “Transfer Request” and other types of requests (if any).

1.4. “Request submission date” means the time when the user checker approves and successfully submits the Transfer Request via the online banking channel. The Transfer Request submitted after 15:30 on a business day or on Saturdays, Sundays, or public holidays in accordance with Vietnamese law may be processed by IVB on the following business day.

1.5. “Value date” means the date on which IVB processes the transaction and debits Customer’s account.

Article 2. Provisions on international transfer

2.1. Conditions for the service:

2.1.1. The Customer must ensure that the account has sufficient balance to perform the transaction, including the transfer amount, fees for transfer, value-added tax, and other financial obligations. In case the account does not have sufficient balance at the time IVB processes the transaction, IVB shall notify Customer who shall be responsible for supplementing funds into the account. If by 15:30 on the next business day from the date IVB notifies Customer, the account still does not have sufficient balance, IVB shall have the right to reject the Transfer Request of Customer.

2.1.2. Fees for transfer is applied as per IVB's current fee schedule and shall not be refunded in any circumstances.

2.2. Requirements for Transfer Request and supporting documents:

2.2.1. Transfer Request and supporting documents

a. Transfer Request: means a request to transfer money overseas initiated and approved by the Customer via IVB's online banking channels.

b. Supporting documents: means a set of documents evidencing the purpose of payment, provided by the Customer in accordance with the list of documents required by IVB for each type of transaction. The supporting documents must be submitted together with the Transfer Request, approved in accordance with Customer's corresponding authentication levels, and submitted to IVB for processing.

2.2.2. Checking, approving and conditions for processing

a. A transfer transaction shall be processed when all authentication levels of Customer are fully completed and the documents are complete and valid, in compliance with applicable laws as well as IVB's regulations from time to time.

b. In case the transaction does not meet the processing conditions, the system shall react a "Rejected by bank" status together with the reason to notify Customer.

2.2.3. Principles for transaction cancellation

a. The international transfer transactions successfully processed by IVB are irrevocable.

b. IVB shall only consider a cancellation request if:

- IVB has not processed the transaction or has not transmitted the payment message of such transaction to the foreign bank; and
- The cancellation does not affect the interests of IVB or any third party.

Article 3. Scope of transaction processing and control of IVB

3.1. Scope of processing of IVB

3.1.1. IVB has the right to reject or suspend the transaction, if IVB detects that the transaction is inaccurate or incomplete with information and documents as required by IVB or according to the provisions of law.

3.1.2. IVB has the right to choose and use the services of any of its Correspondent Banks to effect the transaction as requested by the Remitter/Debtor.

3.1.3. IVB has the right to automatically debit any account of the Customer opened with IVB to collect service fees and other financial obligations in accordance with IVB's current fee schedule.

3.2. IVB is not liable for any losses or damages arising beyond control of IVB.

3.3. The Remitter/Debtor agrees that IVB or the Correspondent Bank/Intermediary Bank/Receiving Bank (hereinafter called Foreign Bank) can delay, hold or refuse to execute the transaction without bearing any responsibility if IVB or the Foreign Bank has any suspicion that: (i) the transaction may breach any Vietnamese laws or international laws and practices, and/or (ii) the transaction may involve money laundering or terrorist financing or financing of proliferation of weapons of mass destruction.

3.4. The Remitter/Debtor accepts/agrees that IVB can provide all information relating to the Remitter/Debtor and the transaction, including but not limited to: name, personal ID, passport, business registration, address, tax code, etc. at the request of: (i) the Foreign Bank; (ii) the Vietnamese authorities and/or the competent authorities of the country where the Foreign Bank locates.

Article 4. Undertakings of the Remitter/Debtor

4.1. Comply with the regulations on foreign trade, foreign exchange control and anti-money laundering of the international authority, Vietnamese Government and IVB.

4.2. Fully submit and be responsible for the legitimacy and genuineness of the supporting documents provided to IVB; provide full paper dossiers in proper form consistent with the documents provided via IVB's online banking channel when requested by IVB or competent authorities. Customer commits that the attached electronic supporting documents proving the legitimate purpose of the money transfer are valid electronic copies/originals. Customer is responsible for the accuracy and the authenticity of these documents.

Customer is obligated to provide and update customer identification information and beneficiary information in a timely manner. IVB has the right to refuse the Transfer Request if the Customer does not cooperate in providing KYC informations.

4.3. Bear all risks and expenses arising (if any) in case of providing incorrect informations, including that of the payment instructions provided on this Transfer Request.

4.4. Take all risks if the transfer transaction violates the embargo policy of the United Nations, the United States and/or other applicable lists from time to time.

4.5. This Transfer Request is solely made at IVB and not at any other bank/organization and not a duplication of any previous payment.

4.6. Fully settle all service fees charged by IVB according to IVB's regulations and other fees charged by Foreign Banks (if any).

4.7. In case the transaction involves foreign currency purchase or sale, the Remitter/Debtor commits that it has entered into the Master Agreement for Online Foreign Exchange Transactions;

has read, understood, and agreed to IVB's Terms and Conditions for online foreign exchange transactions (including amendments and supplements) of IVB.