

SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

MASTER AGREEMENT FOR ONLINE FOREIGN EXCHANGE TRANSACTIONS

No:

Pursuant to:

- *The Civil Code 2015 of the Socialist Republic of Vietnam;*
- *The Ordinance on Foreign Exchange 2005 and its implementing, amending and supplementing documents;*
- *Relevant applicable laws and the Customer’s foreign exchange transaction needs.*

Today, on the ... day of,, at, we hereby enter into this Master Agreement:

Party A: INDOVINA BANK LTD. – ... BRANCH (IVB)

Address:
Phone: Fax:
Business Registration Certificate No.:
Represented by: Position:
Pursuant to Letter of Authorization No. date.....

Party B:

Address:
Phone: Fax:
Business Registration Certificate No.:
Represented by: Position:
Pursuant to Letter of Authorization No. date.....

Two Parties agree to enter into this Master Agreement for Online Foreign Exchange Transactions (the “Agreement”) to govern foreign exchange purchase and sale transactions conducted via IVB’s Online Banking from the effective date here of under the following terms and conditions:

Article 1. Scope of Application

This Agreement shall apply to:

- a) Party A purchases foreign currency from the Party B via Online Banking from the Customer's foreign currency account opened at IVB, converts such amount into Vietnam Dong (VND), and credits the Customer's VND account opened at IVB.
- b) Party A sells foreign currency to the Party B via Online Banking for payment of purposes permitted under applicable laws.

Party B shall provide Party A with complete and valid documents evidencing the purpose, amount, currency type and payment/remittance timeline in accordance with foreign exchange control regulations and IVB's regulations in force at the time of transaction. All documents must be valid, clear, accurate, and consistent with the transaction content and intended purpose. Party B shall bear full responsibility for the legality and accuracy of all documents submitted and warrants that such documents correspond to genuine underlying transactions.

Article 2. Transaction Details

- a) Source of foreign currency: Party B represents and warrants that all foreign currency sold to Party A is of lawful origin and fully compliant with regulations on anti-money laundering (AML), counter-terrorism financing (CTF), and proliferation financing under Vietnamese laws and IVB's internal regulations from time to time.

Such sources may include but are not limited to:

- + Export proceeds from goods and services
- + Disbursement of foreign loans
- + Domestic disbursement in foreign currency
- + Foreign direct investment capital disbursement

IVB shall have the right (but not the obligation) to verify the declared source of funds.

- b) Purpose of foreign currency use:
 - Party A shall sell foreign currency online to Party B for payment of purposes permitted under applicable laws, including but not limited to:
 - + Payment or advance payment for imported goods and services;
 - + Settlement of sight or usance Letters of Credit (LCs);
 - + Repayment of foreign loans;
 - + Other purposes as permitted by applicable laws.

- Party B undertakes to use the foreign currency sold by Party A strictly for the declared lawful purpose and in full compliance with applicable laws.
 - Party B shall bear full legal responsibility for the authenticity, legality and accuracy of all documents and supporting evidence submitted to Party A. Such documents must remain valid, clear and accurate, and must be consistent with the transaction content and intended purpose.
 - Party B further undertakes not to use the foreign currency for any purposes prohibited by law, including but not limited to money laundering, terrorism financing, illegal speculation, or unauthorized payments for goods and services, v.v
 - In the event that, upon expiry of the payment deadline or overseas remittance deadline (as evidenced by the supporting documents), Party B fails to utilize or only partially utilizes the foreign currency purchased, then on the next Business Day following such deadline, Party A shall have the full right and sole discretion to repurchase the unused or unutilized portion of the foreign currency at Party A's prevailing buying rate as publicly quoted at the time of repurchase.
- c) Transaction Currency: means the currency requested by Party B that is publicly quoted by IVB on the transaction date.
- d) Transaction Date: means the date on which Party B submits a transaction request via IVB's Online Banking system.
- e) Foreign Currency Amount: means the amount of foreign currency that Party B sells to or purchases from Party A via Online Banking.
- f) "Exchange Rate":
- i. *Is the foreign exchange buying/selling rate quoted by Party A at the time Party A processes the transaction on the settlement date; or*
 - ii. *Is the foreign exchange buying/selling rate as agreed upon by the Parties within the exchange rate trading band announced by the State Bank of Vietnam (if applicable).*
- g) "Settlement Date":
- i. *Is the date on which Party A converts the foreign currency amount into VND and credits to Party B's VND payment account opened at Party A; or*

- ii. *Is the date on which Party A debits the VND or foreign currency account, and credits Party A's foreign currency account opened at Party A or Party A's intermediary foreign currency account to execute international payment transactions as requested by Party B.*

The settlement date shall be no later than 01 Business Day from the transaction date.

Article 3. Transaction Method

- a) Foreign exchange purchase and sale transactions shall be conducted through the Online Banking provided by Party A from time to time, including Internet Banking and/or Mobile Banking.
- b) For each specific transaction, Party A and Party B shall perform such transaction in accordance with the provisions of this Agreement and Party A's Terms and Conditions for Online Foreign Exchange Transactions applicable at the time Party B executes the transaction, without requiring any further consent from the other Party, unless otherwise agreed.
- c) By initiating an instruction, authenticating the transaction, accepting and performing the relevant actions on Party A's Online Banking, Party B shall thereby be deemed to have confirmed the transaction and agreed to the transaction details as approved by Party A on the Online Banking. When conducting transactions via the Online Banking, the authentication method and all terms and conditions relating to online transactions shall comply with Party A's regulations in force from time to time.
- d) All transactions conducted through the Online Banking shall be deemed to have legal validity equivalent to written transactions. Transactions established pursuant to Party B's instruction and accepted by Party A, together with this Agreement and the relevant Terms and Conditions for Online Foreign Exchange Transactions displayed on Party A's online transaction system at the time Party B executes the transaction, shall constitute a specific transaction agreement and confirmation between the Parties.
- e) Party B shall be responsible for carefully reviewing all transaction information prior to confirmation.

- f) Party B may not cancel, amend, deny, or repudiate any online transaction that has been successfully authenticated and processed using Party B's username, password, or online service login credentials, except in the case of system errors attributable to the Party A.
- g) The Parties undertake to fully perform all provisions of this Agreement. In the event that either Party fails to properly perform its obligations, such Party shall be liable to compensate the other Party for any actual damages incurred.
- h) Party B may request Party A to execute an integrated transaction combining foreign exchange purchase/sale and outward remittance within one (01) online transaction instruction. Party A shall process such request in accordance with its internal regulations and procedures to ensure safety and compliance with applicable laws. Party A shall have the right to require Party B to provide complete supporting documents in respect of outward remittance transactions in accordance with IVB's regulations in force from time to time.

Article 4. Payment Method

- a) Where Party A purchases foreign currency online from Party B:

On the Settlement Date, based on the foreign currency amount requested by Party B via the Online Banking, Party A shall convert the foreign currency amount approved for purchase into VND and credit such VND amount to Party B's eligible VND account opened at Party A.

In the event that Party B maintains multiple eligible VND accounts, Party B shall designate one (01) VND account to receive the funds for each transaction.

- b) Where Party A sells foreign currency online to Party B:

On the Settlement Date, after Party A has reviewed and approved the complete set of supporting documents evidencing the purpose of foreign currency use submitted by Party B via the Online Banking, Party A shall debit Party B's designated VND or foreign currency account opened at Party A for settlement of the foreign exchange transaction value and credit:

Party B's foreign currency account opened at Party A; or

Party A's intermediary foreign currency account for the purpose of executing international payment transactions as requested by Party B.

Article 5. Fees:

Party A shall collect applicable transaction fees from the account designated by Party B opened at Party A in accordance with Party A's prevailing fee schedule at the time of the transaction.

Article 6. Dispute Resolution

- a) The Parties undertake to strictly and fully perform the provisions of this Master Agreement. In the course of performance, any dispute arising shall be resolved by the Parties through negotiation in a spirit of cooperation and amicable settlement.
- b) In the event that the Parties are unable to resolve the dispute through negotiation, the matter shall be submitted to the competent Court for resolution in accordance with applicable laws.

Article 7. Implementation Provisions

- a) This Master Agreement shall take effect from the date of signing and shall remain valid until amended or terminated pursuant to a written amendment agreement or termination agreement.
- b) Party B shall complete the registration procedures for online transactions in accordance with Party A's regulations.
- c) All foreign exchange transactions between Party A and Party B conducted via the Online Banking from the effective date of this Master Agreement shall be governed by this Master Agreement and Party A's Terms and Conditions for Online Foreign Exchange Transactions. Party A's Terms and Conditions for Online Foreign Exchange Transactions shall constitute an integral and inseparable part of this Master Agreement, and Party B agrees to be bound by such Terms and Conditions when conducting online foreign exchange transactions on Party A's transaction system.
- d) Any amendment or supplement to this Master Agreement shall be valid only if made in writing and duly signed by both Parties, and shall form an integral and inseparable part of this Master Agreement.
- e) When conducting transactions via the Online Banking, Party B shall fully comply with Party A's regulations and the applicable Terms and Conditions of Online Banking.
- f) This Master Agreement is made in two (02) originals of equal legal validity, each Party retaining one (01) original for implementation.

PARTY A

(Signature and stamp)

PARTY B

(Signature and stamp)