

CHINATRUST COMMERCIAL BANK

INTERNET BANKING AGREEMENT

1. General Information

This Internet Banking Agreement (“the Agreement”) explains the terms and conditions governing the basic Internet Banking Service offered by Chinatrust Commercial Bank Co., Ltd., Ho Chi Minh City Branch (“the Bank”), and your Internet transactions with the Bank. Throughout this disclosure, the words “we”, “our”, “us” and “Bank” refer to Chinatrust Commercial Bank Co., Ltd., Ho Chi Minh City Branch, the words “you”, “your” and “Customer” mean the person who is an account holder of the Bank and who signed this Agreement, and the words “both parties” refer to “you” and the “Bank”. All parties to this Agreement, including anyone you authorize (“Authorized person”) to access your accounts through our Internet Banking System, agree to comply with the rules, regulations and operating policies that apply to our Internet Banking Service. The rules and regulations that govern the accounts that you elect to make eligible for access by these services will remain in effect until this Agreement is terminated. Whenever you use our services or permit any other party to use our services, you are agreeing to the terms and conditions from time to time. You will be informed of any amendments we make to this agreement thirty (30) days prior to their taking effect unless those changes are required by law to be made sooner.

2. Definitions

Definitions and terms used in this Agreement relating to the Bank’s Internet Banking Services shall have the following meaning:

“**Account**” shall mean the account or accounts opened by the Customer with the Bank, which is agreed in writing by the Customer and the Bank or authorized by the holder of the deposit account as the Customer to enter into this Agreement for the performance of transfer instructions, account enquiry or other transaction through the Internet banking service provided that the Bank may elect to cancel or suspend the provision of Internet banking service to such designated account or accounts;

“**Application**” shall mean all related application forms designated by the Bank for the application of Internet Banking Service;

“**Bank**” shall mean Chinatrust Commercial Bank Co., Ltd., Ho Chi Minh City Branch, where applicable includes the successor and the assigns;

“**Certification Authority**” (“CA”) is a trusted third party that issues digital certificates and validates the identity of the customer of a digital certificate;

“**Customer**” shall mean “Person” as defined hereinafter who has deposit, loan, or other account relationship with the Bank, and where applicable, Customer shall include the successors or assigns;

“**Digital certificate**” is a secure digital identity that certifies the identity of the customer. Issued by a CA, it typically contains a customer's name, public key, and related information. A digital

certificate is tamper-proof and cannot be forged, and is signed by the private key of the CA that issued it;

“**Digital Signature**” completes the process of the data transmitted when the customer signs on the message (signature) with the private key, and the bank verifies the signature through the customer’s public key. The electronic identification ensures that a message has actually been sent out if the customer claims one;

“**Electronic Data**” refers to information sent and received that communicates through the Internet;

“**Identification**” shall mean Digital Certificate, the information data signed by the certification authority in digital signatures so as to confirm the identity of the customer and to prove that the customer has a pair of corresponding public key and digital private key;

“**I-Key**” & “**Token**” are devices that store the customers’ private keys, and it can be accessed after inputting the correct password;

“**Information**” shall mean the financial, market or other information and data provided by any information provider (the term shall include the parties that provide any information to such information provider) and published by the Bank through the website and the preparation of report in any form, media or method with the information provided;

“**Information Provider**” shall mean the parties providing the information, and the term includes all parties that provide any information to the Information Provider;

“**Instruction**” shall mean the instruction provided to the Bank by the Customer in accordance with this Agreement through Internet banking services or the verbal, written, facsimile or cable instructions to be delivered or transmitted to the Bank provided that each instruction must comply with the conditions and restrictions designated for each transaction by the Bank from time to time;

“**Internet Banking Service**” shall mean the services or facilities provided or to be provided by the Bank to the Customer from time to time through the Bank and/or other service providers as designated, so that the Customer may issue instructions to the Bank and communicate with the Bank through electronic or telecommunication media, including the use of interactive television, computer, machine, terminal or other electronic or telecommunication equipment, including but not limited to internet, mobile phone or intranet, so as to transfer, withdraw, place deposit or remittance (including complete remittance service), of the Bank;

“**Person**” shall include individual, sole proprietorship, partnership, corporation (whether incorporated or not) and unincorporated associations;

“**Private Key**” is one half of a key pair, kept private by the customer only and used in signing information to create a digital signature;

“**Public Key**” is one half of a key pair, held in a digital certificate and stored digital certificate by CA, Bank and customer. It is used for verifying the information of a digital signature;

“**Service Hours**” shall mean the regular business hours of the Bank, which are from 9:00a.m. to 3:30p.m. Vietnam time. For the purpose of this Agreement, our business days are Monday through Friday. Holidays, Saturdays and Sundays are not included;

“**Transaction**” shall mean a transaction to be completed by the Bank according to or on the basis of an Instruction;

“**Website**” shall mean the website designated by the Bank for the provision of Internet Banking Services and related information;

3. Digital Certificate

(i) Application for Digital Certificate:

- a) You hereby authorize the Bank to apply for a Digital Certificate from Certification Authority. If you apply for renewal of the Digital Certificate, you agree that the Bank can cancel your old Digital Certificate on your behalf with the Certification Authority and apply for the new Digital Certificate. All subsequent use and collection of related fees such as handling charges will be dealt with in accordance with the rules and regulations of the Bank and the Certification Authority.
- b) For joint accounts, each person may have a separate Digital Certificate, or each may use a joint Digital Certificate. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.
- c) Any loss arising from the use of the Digital Certificate will be borne solely by you. The Bank shall not have any liability except where such loss arises from the willful default or gross negligence of the Bank.
- d) You agree that if there is any loss arising from the misuse the password and/or I-Key/or Token of another Authorized Person (including, but not limited to theft, burglary, robbery, and misappropriation), the Customer will still unconditionally assume all liabilities without claiming against the Bank, unless such loss arises from the willful default or gross negligence of the Bank. If as a consequence of system breakdown or other force majeure event that leads to the transfer operations not being carried on as scheduled by the Bank, the Bank shall have no liability therefor as long as the Bank has used its commercially reasonable efforts to carry out the transaction.
- e) You shall authorize the Bank to directly debit from your account the extension of Digital Certificate and installation service expenses, if applicable.

(ii) General authorization of Digital Certificate:

- a) If you apply to the Bank in future for the common use of the Digital Certificate by Authorized Person(s) on your account or accounts, it is deemed that you authorize the Bank

to allow the sharing of the Digital Certificate by such Authorized Person(s) as you have designated in the relevant Internet Banking Services Application Form. You agree that the Bank is not required to obtain separate written consent from you or your company.

- b) If any Authorized person or any person authorized by the Authorized Persons executes transactions and requests for the Customer through the personal computer at the Bank or Internet banking service with all Digital Certificates being applied for from the Bank such transaction or request shall be deemed to be the legal, valid and fully binding transaction or request of the Customer. The Customer absolutely cannot deny such execution, and if there is any loss, it will be solely borne by the Customer. The Bank shall have no liability therefore.
 - c) The Bank is entitled to act upon instructions received through any Internet Banking Service under your Digital Certificate and bears no responsibility for identifying any person or determining the validity of any transaction arising from the use of your Digital Certificate. However, you agree that you will not, under any circumstances, disclose your Digital Certificate by any means to any person.
 - d) You acknowledge that no person from the Bank will ever ask for your Digital Certificate, that the Bank employees do not need and should not ask for your Digital Certificate. You and your Authorized Person(s) agree never to provide your Digital Certificate to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made by you or your Authorized Persons using your Digital Certificate. Such transactions are considered deemed, valid and fully binding on you. If there is any loss, it will be borne solely by you. The Bank is not and shall not be liable for such loss under any circumstances.
- (iii) You agree that if you or any of the Authorized Person(s) give your Digital Certificate to any unauthorized person or fail to safeguard its secrecy, you do so at your own risk since anyone with your Digital Certificate can have access to your accounts. You agree to notify the Bank immediately in the event your Digital Certificate is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your Digital Certificate.

4. Terms and conditions of Internet Banking Service

You agree to the provisions of Internet Banking Service provided by the Bank and also agree to comply with the following terms and conditions, including the acceptance of the liabilities arising therefrom:

(i) Receipt of and response to electronic data & instruction

If the Bank receives any electronic data or instruction from you but is unable to verify its content, it will be deemed as if it has not being transmitted. The Bank shall use reasonable efforts to communicate with you through the contact numbers available on Bank records and notify you of the fact that the message content cannot be verified. After the Bank receives the electronic data with the digital signature from you, the Bank will verify your digital signature and inform you the results of verification or processing of the transaction. If the electronic data

or instruction transmitted by you is not the electronic data or instruction that must be processed immediately on the date of transmission, you agree that such electronic data or instruction can be dealt with in the circumstances as agreed with the Bank at the time of the transmission.

(ii) Non-execution of electronic data or instruction

You agree that if any of the following events occurs, the Bank should not execute any electronic data or instruction received:

- a) The Bank has reasonable doubt about the truth of the electronic data or instruction, and/or the accuracy of the fact as designated.
- b) The processing of electronic data instruction by the Bank will breach the provisions of relevant laws and regulations.
- c) You do not have sufficient funds or credit limits in your account to allow the Bank to process your instruction.
- d) Funds in your account is subject to legal process, lien or other claim restricting such transfer.
- e) The system was not working properly and you knew about the breakdown before you started the electronic data.
- f) Your Digital Certificate has been reported lost or stolen.
- g) The instruction could not be completed due to your mistake.
- h) The Bank has good reason to believe the transfer request or instruction is unauthorized.
- i) An account holder is deceased.
- j) Circumstances beyond the Bank's control (such as fire or disaster) prevent the transfer or instruction from taking place despite reasonable precautions that the Bank has taken.
- k) You have not paid the expenses due the Bank.
- l) Vietnam laws prevent the Bank from completing the transfer or execute your instruction.

There may be other exceptions provided by applicable law, or in the agreements, disclosures and instructions governing your account(s) provided by us, as amended or modified from time to time.

(iii) Cut-off time for the exchange of electronic data

The electronic data is automatically processed by the Bank's computer. The transmission of electronic data from you to the Bank cannot be withdrawn, revoked, amended or revised once sent. If the electronic data is transmitted through the Internet to the Bank, but the transaction cannot be completed on the same day due to timing difference within the business hours of the Bank or limits on cross-border transactions or other force majeure events, the transaction will not be processed as agreed or will be postponed to the following business day. If the Bank fails to provide services due to special circumstances such as the usual maintenance of the system, the Bank has to publish an announcement on in advance.

(iv) Effect of the electronic data

You and the Bank agree to exchange electronic data according to these terms and conditions of this Agreement, the effect of which is the same as having an agreement in writing. In case of

dispute, litigation, arbitration, mediation or other legal proceedings arising from the Internet Banking Service, both parties shall not claim that the electronic data is void or invalid as the Agreement is not presented in written form or signed. Both parties also agree that evidence of the relevant information can be derived from the records of the Bank, and request for such records from the Bank cannot be declined.

5. Internet connection and liabilities arising therefrom

- (i) You agree to use the Internet Banking Service under the conditions that the Bank has not and will not assume any liability for rectifying any error in the electronic data not caused by the Bank. The Bank agrees to provide the necessary assistance in rectifying the error. However, if the error in electronic data is caused by the Bank, the Bank shall be responsible for rectifying the error, but not for any incidental and/or consequential damages that may result.
- (ii) You warrant and represent and agree to ensure that the electronic data transmitted to the Bank are legally authorized.
- (iii) Both parties agree that if either party has discovered there has been any unauthorized attempt to access or any third party has illegally attempted to use the user code, password, Digital Certificate identification number and Private Key, such party shall forthwith inform the other party by phone or by notice in writing to suspend the use of such service, and to adopt prevention measures. Prior to the receipt of the notice, the Bank shall not assume any responsibility arising from the use of such service by any third party, unless the absence of knowledge of the unauthorized or illegal electronic data is caused by the willful default or gross negligence of the Bank.
- (iv) Both parties shall ensure the security of electronic transmission, and prevent illegal log in to the system, hocking, tampering or destruction of business records and information. The risks of loss arising from the willful default or gross negligence of the Bank causing the decryption of user codes or password by any third party into the system (hacking act) will be assumed by the Bank.
- (v) You agree to use the proprietary network of the Bank or the related network of each party to transmit electronic data. In the event the related network of each party is used, each party shall enter into service terms with such Internet service provider specifying the rights and obligations of such party, and to bear the fees in the use of the network. You shall install the computer software and hardware as well as other security related equipment when applying for the service items under these terms and conditions of this Agreement. The costs and risks of the installation shall be solely borne by you . Where you have specifically agreed with the Bank, you can only establish the connection after going through the tests essential to the Bank and obtaining the consent of the Bank.
- (vi) You agree that you and your Authorized Person(s) shall keep in proper custody the user code, password, Digital Certificate identification code, the Private Key, Digital Certificate issued by the Certification Authority, software and hardware as well as all related documents provided by the Bank. Loss incurred by any unauthorized use (including but not limited to theft, burglary, robbery, and misappropriation) or forgery arising from improper custody will be

borne by you. The Bank will not assume any liability nor responsible for any compensation claim.

- (vii) The above software and hardware equipment as well as all related documents are provided by the Bank. You agree to use the same within the scope of Internet Banking Service and shall not transfer, lend or deliver them to any third party in any manner. If the intellectual property rights or other rights of the Bank or any third party are violated resulting from your action, or there is damage arising from your improper use of the equipment and/or the related documents, you agree to assume such liability. You shall return all the equipment and all the related documents at the expiration of this Agreement. If you need to install other software for computer operations, which must be used simultaneously with the software and hardware provided by the Bank, you must comply with the installation information provided by the Bank, and assume sole responsibility for the costs and risks including if the software and hardware of the Bank have been adversely affected.
- (viii) You shall use the application form provided by the Bank when applying for fund transfer services, outward remittance, remittance inquiry services, change of remittance services, or other banking services through our Internet Banking Service. You fully understand and agree that the Bank may modify such application forms from time to time and additional information may be required due to such modification. You fully understand and agree that the effectiveness of the application for the aforementioned Internet Banking Service through our Internet Banking System is equivalent to that of a written application.

You fully understand and agree that when the Bank processes your instructions relating to outward remittance, remittance inquiry, change of remittance, and remittance refund, you are subject to the fees and charges levied by the Bank and you are also responsible for any Bank's corresponding fees incurred.

- (x) Transaction Validation: You fully understand and agree to validate all transactions made through the Internet Banking Service System.
We will dispatch monthly statements to you by email, postal mail or any other format indicated in the Agreement (if there is no transaction in previous month, notification will not be delivered to you). If you detect or discover in your monthly statement any discrepancy (ies) or erroneous transactions made through the Internet Banking Service System, you must contact us as soon as you can by 84-8-3910-1888 ext 301-303 or writing us at: Chinatrust Commercial Bank, Suite 107-111, Petro Vietnam Tower 1-5 Le Duan Street, Dist.1, HCMC, Viet Nam. If you think that there is any unauthorized transaction, or error from any of your accounts, or your statement is wrong, or you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. We will give you the results of our investigation within 30 business days after we hear from you. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 30 days to investigate your complaint or question.
- (xi) Delivery of I-Key and Token

You fully understand and agree that the I-Key and Token shall be delivered by courier service to you or to the Authorized person at the address provided by you in “The Internet Banking Service Application Form“ or “The Internet Banking Service Amendment Form”. The Bank will not be responsible for any misuse of the I-Key or Token after either or both of them have been delivered to the address provided. You also fully understand and agree that you cannot pick up the I-Key/or Token in person at the Bank’s office premises.

(xii) Others:

You fully understand and agree that all transactions are deemed valid and you are responsible and liable for all the instruction requests that the Bank processes prior to receiving your cancellation of Internet Banking Service. The Bank shall not be liable for any transactions with value dates effective after the date of receipt of the cancellation notice by the Bank. Cancellation of Internet Banking Service must be made on the Internet Banking Service – Transaction Cancellation Form and submitted to the Bank promptly.

6. Fees and Expenses

You agree to comply with the standard service charges and other fees prescribed by the Bank from the date the services are used, and authorize the Bank to debit such fees automatically from your account as and when due. Fees and charges are set forth in the disclosure documents provided to you when you opened your account with us.

7. Statements and Notices

Transactions you made through the Internet Banking Service will appear in detail on your regular monthly statements. Statements and Notices will be mailed to the current address on file. You must notify the Bank in writing if you change your name or address.

8. Confidentiality obligations

Both parties shall ensure that the electronic communication exchanged by both parties or the information of one party obtained by the other party in the use or execution of these terms and conditions will not be released to any third party, and will not be used for purposes not related to these terms and conditions. In addition, when such party agrees to inform the third party about such information, such party shall assume the confidentiality obligations on behalf of the third party under this article provided that such obligation does not apply to the following circumstances:

- (i) The information is disclosed pursuant to the laws and regulations of Vietnam or other jurisdictions having supervision authority or jurisdiction over the Bank or the services provided by the Bank under this Agreement. The party who discloses the information shall inform the other party whose information has been disclosed within a reasonable time after the information has been disclosed to the authority or jurisdiction (provided that it is permitted by law and is practicable in the circumstances and that the party who discloses the information and its agents, employees, nominees and users will not incur any civil and criminal liabilities for such disclosure).

- (ii) The information is independently developed and completed by the recipient.
- (iii) The information becoming part of the public domain not as a result of breach of these terms and conditions.
- (iv) The information being held by the recipient before such information is obtained by the disclosing party.
- (v) The information being obtained legally by the recipient from any third party.
- (vi) The information is to be disclosed by the recipient with the consent in writing of the disclosing party.
- (vii) The information being disclosed for litigation, arbitration or other legal proceedings.

9. Verification of the Web Site

Prior to the use of Internet Banking Service, the Customer shall access the Internet Banking Service website provided by the Bank to ensure and for verification purpose that the web address is correct. If Customer has any inquiry or uncertainty above the website provided, Customer must phone **84-8-3910-1888 ext 301-303** for clarification and confirmation.

10. Liabilities for Indemnities

Both parties agree that if there is any delay, omission, error in transmission and receipt of information, which arises (i) directly or indirectly from the inaccessibility, breakdown or malfunction of the computer and related equipment, telephone lines, telecommunication equipment and network of either party, (ii) from the act or omission of any third party, or (iii) from the action, inaction or omission of the Bank, other than the Bank's willful default or gross negligence, then neither party shall be liable to the other for any loss, injury or damages, that may result.

11. Force majeure

Any non-performance or delay in the performance of obligations arising from force majeure events will not be considered as a breach of contract, and neither party shall assume any liabilities.

12. Maintenance of records

You shall maintain records of all electronic communication and instructions given to the Bank, and shall ensure the accuracy and completeness of such records. If you do not maintain such records, you agree that the records maintained by the Bank are indisputable and are considered true and correct. The Bank shall keep such records for a minimum period of 7 years from date of the transactions.

13. Changes in Terms

The Bank is entitled to add, delete and/or amend this Agreement and the current rules and regulations of the Bank. Such addition, deletion and/or amendment shall be deemed as effective notice after it is displayed at the bank premises or website of the Bank or given by other means considered to be appropriate by the Bank. If you maintain your account 30 days after such notice is published, you will be deemed to have accepted such addition, deletion and/or amendment, which will have absolute binding and immediate contractual effect on you.

14. Assignment

The Bank may assign its rights and delegates its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign any of your rights or duties under this Agreement at any time.

15. Entire Agreement

This Agreement, together with “The Internet Banking Service Application Form”, the Bank’s Schedule of Fees and Charges, and any and all Agreements executed for specific Internet Banking features is the entire agreement between you and the Bank. It establishes your use of the Internet Banking Service, and it supersedes any prior discussions and agreements between you and the Bank regarding your use of the Internet Banking Service, and supersedes any marketing or other similar material pertaining to the Internet Banking Service delivered to you in writing, verbally or obtained at the Bank’s site or the site of any Internet Service Provider.

16. Severability

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

17. Governing Law

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Vietnam, without regard to its conflicts of law provision. Any issue relating to an account or service with the Bank which you access through the Internet Banking Service shall be governed by the laws specified in the Agreement for that account or service if there is a separate agreement for that account or service.

18. Termination

This Agreement will remain in effect until terminated by you or the Bank.

Your Right to Terminate: You may cancel your Internet Banking Service with the Bank at any time by providing a written notice by mail to:

Chinatrust Commercial Bank, Attention: Customer Service Department, Suite 107-111, Petro Vietnam Tower 1-5 Le Duan Street, Dist.1, HCMC, Viet Nam.

The Internet Banking Service will be terminated on the first business day following receipt of proper notification. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

Bank's Right to Terminate: You agree that we can terminate or limit your access to the Internet Banking Service for any of the following reasons:

- You or any authorized user(s) of your password breach this or any other agreement with the Bank;
- The Bank has reason to believe there is unauthorized use of your account or password;
- Without prior notice, if you have insufficient funds in any one of your accounts;
- Upon reasonable notice, for any other reason at our sole discretion.

CHINATRUST COMMERCIAL BANK
Suite 107-111, Petro Vietnam Tower 1-5 Le Duan Street, Dist.1,
HCMC, Viet Nam

Business Days: Monday through Friday, excluding Holidays

Telephone: 84-8-3910-1888 ext 301-303

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST