

SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

TIME DEPOSIT AGREEMENT

No: [●]

Today, Dated [●], at Joint Stock Commercial Bank for Foreign Trade of Vietnam -
[●] Branch, we are:

[Corporation name]

Enterprise registration No/Business license No/Establishment license No: [●]

Tax code: [●] (provided if Tax code is different from Business license
No/Establishment license No)

Address: [●]

Tel: [●] Fax: [●]

Residence (Y/N): [●]

Representative: [●]

Position: [●]

Pursuant to the Power of Attorney No: [●]

ID No/PP No: [●] Date issued: [●]

*(Hereinafter referred to as **Party A**);*

And

**JOINT STOCK COMMERCIAL BANK FOR FOREIGN TRADE OF VIETNAM –
[●] BRANCH**

Branch operation registration certificate¹ No: [●] Issued by the Department of
Planning and Investment of [●] Province/City on [●], with the [●] amendment
registration on [●]

Address: [●]

Tel:[●] Fax : [●]

Representative: [●]

Position: [●]

Pursuant to the Power of Attorney No: [●]

*(Hereinafter referred to as **Party B**)*

¹ If the Head Office directly receive the deposit, fill in with the information of Vietcombank Enterprise Registration Certificate.

The parties agree to execute this Time Deposit Agreement (“**Agreement**”) with the following terms and conditions:

Article 1. General provisions:

Party A agrees to make time deposit in Vietnam Dong (VND) at Party B as follows:

1.1. Deposit amount: [●]

(In words: [●])

1.2. Deposit term: [●] Days/Months/Years

Deposit date:[●]

Maturity date: [●]

In the case the Maturity date is due on a day which is not a business day, the Maturity date thereof shall be the next business day of Party B.

1.3. Deposit interest rate: [●]%/year.

1.4. Interest disbursement method²:

- In arrears
- Monthly
- Quarterly

1.5. Interest accrues on a daily basis of a 365 day per year and the actual number of days elapsed from the Deposit date to the day prior to the Maturity date or closure date.

1.6. Interest calculation formula:

$$\text{Interest} = (\text{Deposit amount} \times \text{actual number of days} \times \text{interest rate})/365$$

Article 2. Rights of Party A:

2.1. Party A has the right to withdraw all of the Deposit amount stated in Article 1, Section 1.1 prior to the Maturity date stated in Article 1, Section 1.2 of this Agreement.

2.1.1. Party A must notice Party B in written form at least one (01) business day in advance.

2.1.2. The pre-mature withdrawal amount will be applied the lowest effective demand deposit interest rate applicable for respective currency for the actual number of days elapsed from the Deposit date to the withdrawal date.

2.2. Party A has the right to grant authority to others for doing the account transactions with Party B, which must follow regulations and instructions of Party B.

2.3. Party A has the right to require Party B to hold or stop the deposit account when necessary.

2.4. Other rights as prescribed pursuant to the law or ahead-of-time agreement in written form between Party A and Party B which is not prohibited by the law.

² For interest disbursement methods other than In arrears, the specific products’ terms and conditions are required (if any).

Article 3. Obligations of Party A:

- 3.1. On the Deposit date, Party A has obligation to make deposit amount as stated in Article 1, Section 1.1 of the Agreement to demand deposit account number [●] at Joint Stock Commercial Bank for Foreign Trade of Vietnam – [●] Branch that is owned by Party A and agree or authorize Party B to automatically debit the demand deposit account with the amount stated in Article 1, Section 1.1 to credit in a time deposit account of Party A at Party B with terms and conditions defined in this Agreement.
- 3.2. Notify promptly Party B in case of discovered wrongs, mistakes or misuse suspect on the time deposit account.
- 3.3. Has legal responsibility for the accurateness, faithful for information and documents provided to Party B.
- 3.4. Supplement fully, honestly and accurately other information required to open and perform account transaction at Party B. Notify and provide promptly Party B with relevant documents in case of changes.
- 3.5. Has full responsibility for mistakes, misuse, fraudulence caused by Party A.
- 3.6. Leasing or lending of the time deposit account are not allowed.
- 3.7. Not using the time deposit account for the purpose of money laundering, terrorists financing, fraudulence or others prohibited by the law.
- 3.8. Keep confidential any account information in order to assure safety and privacy in doing transactions.

Article 4. Rights of Party B:

- 4.1. On the Maturity date, except other instructions agreed by the two parties, Party B performs:
 - 4.1.1. **Option 1:** Renew the Deposit amount as stated in Article 1, Section 1.1 of this Agreement with deposit term as defined in Article 1, Section 1.2 of this Agreement (if on renewal date, Party B has deposit product of that term and Party A meets requirements of the deposit product and the law) or renew to another deposit product with adjacent shorter deposit term or transferred to demand deposit account (if on renewal date, Party B could not apply appropriate deposit term as specified in this Section). At the same time, transfer interest to Party A's demand deposit account number [●] at [●] – [●] Branch.
 - 4.1.2. **Option 2:** Add interest to the Deposit amount and renew with deposit term as defined in Article 1, Section 1.2 of this Agreement (if on renewal date, Party B has deposit product of that term and Party A meets requirements of the deposit product and the law) or renew to another deposit product with adjacent shorter deposit term or transferred to demand deposit account (if on renewal date, Party B could not apply appropriate deposit term as specified in this Section).
 - 4.1.3. **Option 3:** Transfer the Deposit amount plus interest to Party A's demand deposit account number [●] at [●] – [●] Branch.
- 4.2. Being exempt from responsibility over disputes caused by difference between

customer information in banking systems of Party B and updated customer information whose changes were not provided to Party B.

4.3. Other rights as prescribed pursuant to the law or ahead-of-time agreement in written form between Party A and Party B which is not prohibited by the law.

Article 5. Obligations of Party B:

5.1. On renewal date, if interest rate changes, Party B is obligated to inform the new interest rate to Party A in written form or in the form of Data message which is equivalent to written form and pursuant to Article 10, Article 12 of the Law on E-Transactions (No. 51/2005/QH11). In the case the two parties have Appendix to renew the time deposit account, in which the new interest rate is defined as %/year, the Appendix is considered as notice in written form.

5.2. On the day of pre-mature withdrawal, Party B is obligated to transfer the Deposit amount and/or interest to Party A's demand deposit account number [●] at [●] – [●] Branch.

5.3. In the case Party B fails to fulfill all of its responsibility to pay the Deposit amount and interest to Party A according to terms and conditions of this Agreement that is not because of force majeure events, Party B shall be subject to overdue penalty rate of 150% of the interest rate defined in Article 1, Section 1.3 or 150% of the latest interest rate informed by Party B to Party A in accordance with Article 5, Section 5.1 of this Agreement (depending on which interest rate is effective). The penalty amount shall be calculated on the actual overdue amount over actual overdue period of time.

5.4. Update timely Party A's account information upon receipt of notice about information changes from Party A. Preserve and store all Party A's account documents strictly according to regulations of Party B and the State Bank of Vietnam.

5.5. Keep safe the time deposit account balance and keep confidential all information related to accounts and transactions of Party A in conformity with relevant regulations of the law.

5.6. Obey regulations of the law on money laundering and terrorist financing.

Article 6. Handling in case of transactions could not be made on demand deposit account

If transactions could not be made on the demand deposit account registered to open time deposit account and/or to receive principal and/or interest in accordance with this Agreement due to reasons including but not limited to hold, stop payment, closed account, status restrictions, Party B shall notifies Party A to execute appropriate solutions.

Article 7. Time deposit account information inquiry

Party A could make information inquiry of the time deposit account under this Agreement by having direct contact with any transaction offices of Party B nationwide or

using Internet Banking services provided by Party B.

Article 8. Crumpled, torn, lost Agreement

In case this Agreement is crumpled and/or torn and/or lost, Party A is obliged to notice Party B immediately in writing or in the form of Data message which is equivalent to written form and pursuant to Article 10, Article 12 of the Law on E-Transactions (No. 51/2005/QH11). Otherwise, Party B shall be exempt from responsibility over disputes caused by misuse of the Agreement for any purposes.

Article 9. Notice:

- 9.1. Unless otherwise stated in this Agreement, all notices and other information communicated under this Agreement shall be in writing in Vietnamese and sent by (i) post mail, or (ii) hand-delivery, to the address(es) of the parties in the introductory part of this Agreement or such other address(es) as notified in writing by a party to the other.
- 9.2. All notices and information shall be considered “received” upon the receipt of the receiver through: (i) post mail, (ii) hand-delivery, except the case Party B informs Party A interest rate for the renewal term in the form of Data message which is equivalent to written form and pursuant to Article 10, Article 12 of the Law on E-Transactions (No. 51/2005/QH11) as stated in Article 5, Section 5.1 of this Agreement.

Article 10. Confidentiality:

The two parties agree to make a commitment not to directly or indirectly disclose or provide any information related to terms and conditions of this Agreement as well as attached Appendix (if any) to any third party, except where the parties are entitled to provide information upon request of competent governmental agencies in accordance to the law.

Article 11. Execution:

- 11.1. Two parties are committed to accurately perform terms and conditions defined in this Agreement.
- 11.2. Any amendment to any term and condition in this Agreement or solutions to any obstacle arisen must be made with written consent by both parties with the representatives’ signature and stamp (if any).
- 11.3. Transfer of ownership of the time deposit account is not allowed except the case of merger, acquisition and division.
- 11.4. Any dispute arising out of or relating to this Agreement shall be firstly resolved on a negotiation basis between the parties. In case the parties fail to reach an agreement, the parties agree to settle such dispute at the competent People’s Court of Vietnam where the office of the Joint Stock Commercial Bank for Foreign Trade of Vietnam - [●] Branch is located at the time of submitting the claim.
- 11.5. This Agreement consists of [●] pages, shall be executed in [●] ([●]) originals with

equal validity, each party shall keep [●] ([●]) originals. This Agreement shall come into effect on the date of the parties' signatures. This Agreement shall be automatically liquidated after Party B fulfills its obligation to make full payment of the Deposit amount, interest and penalty (if any) according to terms and regulations of this Agreement.

11.6. This Agreement is made and regulated under the relevant laws of Vietnam. Any term and condition not stated in this Agreement shall follow regulations of the law. In case of any discrepancies between English and Vietnamese, the Vietnamese version shall prevail.

PARTY A
Representative

PARTY B
Representative