

Terms and Conditions of iDepo Deposit contract

1. Deposit contract: is the money deposit agreement between Customer and Vietnam International Commercial Joint Stock Bank (VIB); has the printed matter series and anti-counterfeiting design **according to VIB's specification.**
2. The procedures for Deposit transfer Process:
 - a. Customer depositing is individual with Vietnam (VN) nationality (Vietnamese), a resident under the provisions of the Laws of Vietnam; is full 18 years old or higher, and have no difficulty in awareness, behaviour control in accordance with Vietnamese law.
 - b. Customer directly comes to any **VIB's** Branch or Transaction Office, then presents the valid National citizen ID/Passport, other documents according to **VIB's regulations, then signs VIB's deposit opening form.**
 - c. After customer completed all procedures as stated in the part 2.b above and VIB received all deposit amount; VIB and customer will sign the Deposit contract, and customer will become the first owner of iDepo Deposit.
3. Maturity instructions:
 - a. Principal payment:
 - The total principal is automatically transferred latest customer's Current Account (CA) one time at the maturity date (except that the Deposit contract is lost/damaged, the principal payment is processed as stated in the part 7 below).
 - b. Interest payment:
 - The term interest is automatically transferred to Customer's Current Account (CA) at the paying interest date. The paying interest date is the last day of the interest payment cycle. In case that the paying interest date falls on 29th/30th/31st, and the due month does not include this date; VIB will pay in the last day of the due month.
 - Term Interest calculation formula: $\text{Interest} = (\text{Deposit amount} \times \text{Interest rate} \times \text{Actual days of the interest payment cycle}) / 365$.

In which:

 - Deposit amount is equal to the Deposit amount stated on the Deposit contract.
 - Interest rate is determined on each interest payment cycle and be preserved over that interest payment term apart from ending the Deposit contract early. For the first interest payment cycle, interest rate is stated on the Deposit contract. For the next interest payment cycles, **interest rates are automatically based on the valid VIB's interest on the interest payment date** of the previous cycle. The yearly interest rate calculated with the assumption that one year have 365 days.
 - Actual days of the interest payment cycle is calculated from the opening date or the interest payment date of the previous cycle until (but without the interest payment date of the cycle). The first day of the interest payment cycle is the last day of the previous interest payment cycle.
 - Non-term Interest calculation formula: $\text{Interest} = (\text{Deposit amount} \times \text{Non-term Interest rate} \times \text{Actual days of the interest payment cycle}) / 365$.

In which:

 - Non-term interest is applied as stated in interest rates list at the pre-terminate time.

- Actual days of the interest payment cycle is calculated from the depositing day to (but without) the pre-terminate day.
- c. Holding the principal/interest on behalf of customer:
- In case that the CA is blocked/ temporarily locked/ **changed in CA's status (switching CA's status** according to VIB's regulations from time to time), VIB still transfer the principal and interest to the CA at the maturity time, unless an agreement or request for blockade/ temporary lock/ change in **CA's status** is not allowed according to VIB's regulations from time to time.
 - In case that VIB fails to pay because: (i) the CA is closed; or (ii) the agreement/ request for **blockade/ temporary lock is not allowed; or (iii) change in CA's status is not allowed** according to VIB's regulations from time to time, VIB will hold the principal and interest on behalf customer at zero interest until (i) the owner has other VIB current account to replace for the closed CA; or (ii) the agreement/ request for blockade/ temporary lock is invalid, or (iii) the CA is restored the status being allowed to make transactions according to VIB's regulations from time to time.
 - VIB has rights for refusing/delaying the principal/interest payment as Deposit contract, but not had to pay any added interest/fine because of the refuse/delay in these cases: (i) the owner breaks the rules or agreements of Deposit contract; (ii) as having any request document of Government competent authorities; (iii) as VIB has any proof to believe that the owner uses iDepo deposit for money laundering, terrorism financing or iDepo deposit is related to money laundering, terrorism financing as regulations of Anti money laundering Law; (iv) other cases as regulations of related laws.
 - In case that the owner dissolutions/**bankrupts/stops working according to law's regulations, VIB processes Deposit contract maturity instructions as related law's regulations.**
 - In case that the principal is blockaded as the Deposit contract is at maturity, VIB will hold principal and interest on behalf customer at zero interest, and continue blockading until the principal is un-blockaded as Blockade regulations/agreements.
4. Transfer of Deposit contract ownership:
- a. The owner has rights to transfer the ownership of iDepo deposit being rightful under the provisions of Vietnam Laws. Except inheriting as law regulations, the endorsee is individual satisfying conditions stated in the part 2.a above, or is a **micro-sized enterprise as the VIB's** product regulations about iDepo deposit.
 - b. As transferring the ownership of iDepo deposit, VIB and the endorsee sign a new Deposit contract to acknowledge the endorsee as a new owner of iDepo deposit. From this date, the Deposit contract of transferor is invalid.
 - c. The legal guardian/representative are not allowed to **donate owner's iDepo deposit to the third party** or themselves as law regulations.
 - d. **The transfer of iDepo deposit ownership had to be registered for confirmation at any VIB's Branch or Transaction office.** The owner makes a deal with the endorsee about the transfer of interest amount that VIB paid before changing the ownership; and VIB does not take responsibilities for paying this interest amount to the endorsee.
5. Authorization of iDepo deposit:

- a. In case that the owner is an individual:
 - The owner being allowed to grant authority for third party, is an individual meeting the conditions stated in the part 2.a above.
 - The owner has authorization rights: (i) at competent authorities according to law regulations (In this case, the owner had to perform the authorization **confirmation according to VIB's regulations**), or (ii) **at any VIB's Branch or Transaction Office**.
 - The owner has authorization rights with these contents: Transfer of the ownership (without inherit), blockade, lost/damaged, and lost/damaged cancellation, balance confirmation processing the close of Deposit contract procedures, receiving promotion amount, gifts/awards (if any) and other authorization documents not being prohibited by the law.
 - b. In case that the owner is a micro-sized enterprise:
 - The legal representative is just able to grant authority for authorized person at one time.
 - **The legal representative can process the authorization at any VIB's Branch/Transaction Office or at Branches/Transaction Offices of any bank.**
 - Authorization scope includes:
 - + Signing documents and making transactions with regard to transactions: Closing/Pre-terminating the Deposit contract, Transfer of the ownership, Blockade and Un-blockade, Deposit Contract lost/damaged request and Cancellation deposit contract lost/damaged request, Balance Confirmation, Receiving promotion amount, Gifts/Awards (if any).
 - + Presenting/Submitting transaction documents, authorization and cancellation authorization documents at VIB.
 - + Other authorization cases not being prohibited by the law.
6. Using iDepo deposit as the collateral:
- The iDepo deposit can be used as the collateral for credit institutions at VIB or be used as the collateral at other credit organizations.
7. Processing lost/damaged Deposit contract:
- a. The owner timely informs VIB and creates Deposit contract lost/damaged forms according to **VIB's regulations. VIB processes blockade as receiving owner's notifications at any Branch/Transaction Office of VIB.** The owner takes all responsibilities for risks caused by not timely inform lost/damaged Deposit contract to VIB.
 - b. **After informing Deposit contract lost/damaged at VIB, the rights being related to owner's lost/damaged Deposit contract will not be processed and be applied.** They included: (i) Authorization: happens before/after informing Deposit lost/damaged at VIB, (ii) Transfer of the ownership, and (iii) Using the iDepo deposit as the collateral.
 - c. The principal of lost/damaged Deposit contract for the latest owner being confirmed by VIB before the date that lost/damaged Deposit contract was informed; is paid after 05 days from the maturity date of Deposit contract. This principal is applied with zero interest from the maturity **date to the withdrawal request day. The latest owner directly come to VIB's Branches/Transaction Offices to process the principal payment procedures according to VIB's regulations.**

- d. In case that the lost/damaged Deposit contract has been found, the owner cancels Deposit contract lost/damaged request at VIB's Branches/Transaction Offices. In case that the lost/damaged Deposit contract was found and presented at VIB before the time that VIB processes payment, VIB will just pay the principal for the latest owner as presenting the original of Deposit contract. The latest owner on Deposit contract had to be same as the latest owner recorded on VIB's systems.

8. iDepo deposit Blockade:

- a. **Blockade: is understood not to allow these following iDepo transactions: (i) the Deposit contract's principal withdrawal, and (ii) Transfer of the ownership (including but not limited to the transfer, donation); (iii) Using iDepo deposit as the collateral (including but not limited to the mortgage, collateral); and (iv) Other transactions at the request of blockade.**
- b. **VIB processes the Deposit contract's principal blockade in these cases: (i) The owner has VIB's Deposit blockade request, or (ii) Having Deposit blockade request documents from competent authorities according to law regulations; or (iii) Other cases according to law regulations and the Terms and Conditions of Deposit contract. VIB only processes principal blockade as having competent authority's blockade request documents being rightful according to law regulations.**
- c. Ending blockade (or un-blockading) is processed as: (i) Blockade duration expires; or (ii) Having un-blockade request documents of the requesting blockade person; or (iii) Other cases according to law regulations and the Terms and Conditions of Deposit contract.
- d. Blockade and Un-blockade procedures are processed according to VIB's regulations from time to time.
- e. VIB has the refuse rights to blockade the iDepo deposit if: (i) Requesting for blockade as the mortgage/collateral at other credit institutions without the owner's confirmation, or (ii) Not directly processing the blockade request at VIB's Branches/Transaction Offices, or (iii) The contents of blockade request cause drawback for VIB.

9. Updating information:

- a. VIB has rights for active updating every change in Terms and Conditions of Deposit contract on VIB's website at www.vib.com.vn and publicly posting up at VIB's Branches/Transaction Offices.
- b. The owner takes responsibilities for updating Terms and Conditions of Deposit contract every time.
- c. If the owner does not agree with changed contents, the owner can close the Deposit contract during 10 days from the day that changed contents updated on the website.
- d. In case that the owner does not close the Deposit contract, the owner confirmed and agree that the owner accepted these changed Terms and Conditions.
- e. Not closing the Deposit contract after the time that changed terms and conditions will be the latest evidence that the owner accepted these changes.

10. Searching information methods:

- a. **The owner has rights for searching Deposit contract's information on: Internet banking/My VIB, Customer Service Hotline 24/7 – 18008180, VIB's Branches/Transaction Offices.**

b. Customer has rights for searching information about Conditions, Terms of Opening and Using Deposit contract on the website and VIB's Branches/Transaction Offices.

11. Other regulations:

- a. The Deposit contract is valid from the opening day and be invalid as two parties fully completed obligations followed by the Deposit contract.
- b. Deposit contract can be pre-terminated unless iDepo deposit was transferred the ownership. In case pre-terminating, interest paid at the interest payment cycle (if any) will withdraw from the principal at the pre-terminated date.
- c. The Deposit contract is not allowed to add the principal or withdraw a part of the principal, and be not allowed to extend.
- d. VIB has refuse rights for closing the Deposit contract or making transactions related to iDepo deposit (including but not limited to the transfer of the ownership, authorization) if the owner **does not fully present valid documents according to VIB's regulations and Terms and Conditions** of the Deposit contract.
- e. In the event of a dispute, the Vietnamese Terms and Conditions version shall be prevailed.